



DRAFT TO OWNER

Strand Associates, Inc.®

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August 8, 2023

City of Crest Hill
1610 Plainfield Road
Crest Hill, IL 60403

Attention: Honorable Raymond Soliman, Mayor

Re: Agreement for General Services
CIPP Water Main Rehabilitation

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Cured-In-Place Pipe (CIPP) Water Main Rehabilitation project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Design Services

1. Attend a kickoff meeting with OWNER to gather existing data including utility maps and available drawings of the project corridor.
2. Conduct a topographic survey of US Route 30 from Leness Lane to Theodore Street, Theodore Street from US Route 30 to Broadway Street, and Broadway Street from Theodore Street to Chaney Avenue. The survey will be from the pavement centerline to the right-of-way (ROW) boundary on the side of the roadway where the existing water main is located for approximately 2.9 miles. Correspond with utility marking company to locate underground utilities prior to topographic survey.
3. Establish project elevation benchmarks and survey controls based on NAVD 88.
4. Gather information pertaining to up to five parcels along the corridors using publicly available geographic information system data and prepare aerial exhibits to assist OWNER in communicating with property owners to prepare and negotiate easements.
5. Review topographic survey data with the water main lining location to evaluate potential easement locations.
6. Conduct a site visit to observe potential water main lining access locations.
7. Communicate with utility companies, including J.U.L.I.E., to identify public utilities and potential utility conflicts. Utility companies shall resolve potential conflicts or provide information for

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design changes to ENGINEER. One iteration of utility changes will be addressed; additional iterations will be considered additional services.

8. Provide geotechnical services for up to 20 soil borings to a depth of approximately ten feet. Include Illinois Environmental Protection Agency (IEPA) clean construction and demolition debris certification.
9. Prepare 50 percent drawings for water main lining, including existing conditions and preliminary locations of access.
10. Prepare 75 percent drawings for water main lining, including locations of access, ancillary components of the CIPP method, and applicable maintenance of traffic drawings in accordance with Illinois Department of Transportation (IDOT) standards. Provide to OWNER for review.
11. Meet with OWNER to discuss the 75 percent drawings and incorporate OWNER's comments, as appropriate, into the drawings. Prepare and distribute meeting minutes.
12. Meet with Lockport Township Fire Protection District to discuss the 75 percent drawings. Prepare and distribute meeting minutes.
13. Prepare up to four separate sets of 90 percent Bidding Documents using Engineering Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, OWNER-provided City Standard General Requirements and Covenants and OWNER-provided construction contract, technical specifications, opinion of probable construction costs (OPCC) and IEPA Certificate of Plans/Specifications Compliance with Public Water Supply Loan Program (PWSLP) Rules in accordance with comments from OWNER on construction phasing and project staging.

Final Design Services

Each of the following Final Design Services will be performed up to four times under each separate Construction Contract described in the **Schedule**.

1. Prepare applications for construction permits for execution by OWNER and submittal to the IEPA and IDOT. An IEPA construction permit application fee allowance of \$2,000 is included in the **Compensation** for Contract 1 only.
2. Meet with OWNER to discuss comments provided by permitting agencies.
3. Prepare final drawings, technical specifications, and an OPCC addressing IEPA and IDOT comments, as appropriate.
4. Submit Bidding Documents to OWNER in portable document format file.

Bidding-Related Services

Each of the following Bidding-Related Services will be performed up to four times under each separate Construction Contract described in the **Schedule**.

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1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Respond to bidder questions and prepare addenda, as necessary, during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist OWNER in award of the construction contract.
4. Assist OWNER in award of the construction Contract in compliance with the IEPA PWSLP Bidding Review Certification and Checklist for Construction Contracts.
5. Prepare two sets of Contract Documents for execution.

If-Authorized Services

Each of the following If-Authorized Services will be performed up to four times under each separate Construction Contract described in the **Schedule**.

If the OWNER's IEPA PWSLP loan application is not approved, revise final Bidding Documents to remove IEPA loan requirements and to incorporate local funding requirements.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
6. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change

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in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

8. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
9. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Design, Final Design, and Bidding-Related Services under this Agreement on an hourly rate basis plus expenses an estimated fee of \$381,000.

OWNER shall compensate ENGINEER for If-Authorized Services under this Agreement on an hourly rate basis plus expenses an estimated fee of \$15,100.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER’s increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of August 14, 2023. Design Services are anticipated to be completed on the following schedule:

50 Percent Submittal	April 26, 2024
75 Percent Submittal	June 14, 2024
90 Percent Submittal	August 16, 2024

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Final Design Services and Bidding-Related Services are anticipated to be completed each year for each Contract for up to four years following the Design Services. The Contracts are anticipated to have the following schedule:

Contract 1	Final Design and Bidding-Related Services are anticipated to begin in August 2024 and scheduled for completion on February 28, 2025
Contract 2	Final Design and Bidding-Related Services are anticipated to begin in August 2025 and scheduled for completion on February 27, 2026
Contract 3	Final Design and Bidding-Related Services are anticipated to begin in August 2026 and scheduled for completion on February 26, 2027
Contract 4	Final Design and Bidding-Related Services are anticipated to begin in August 2027 and scheduled for completion on February 29, 2028.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Pay all permit and plan review fees payable to regulatory agencies, except for the IEPA construction permit application fee.

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Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of IEPA or IDOT requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical

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testing, reports, calculations, designs, drawings, specifications, record drawings, contractor’s marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER’s Services under this Agreement are being performed solely for OWNER’s benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

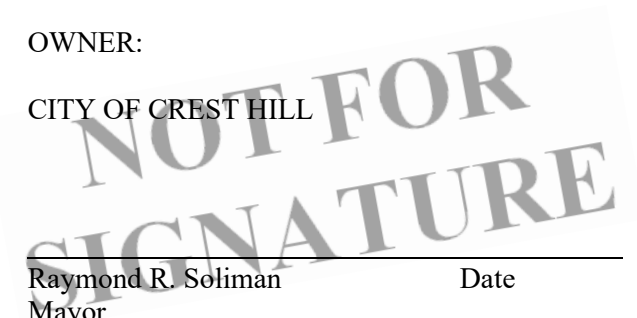
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL



Joseph M. Bunker Date
Corporate Secretary

Raymond R. Soliman Date
Mayor