



**Strand Associates, Inc.®**  
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August 8, 2022

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

Attention: Honorable Raymond Soliman, Mayor

Re: Agreement for Construction-Related Services  
West Sewage Treatment Plant Improvements

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 Construction-Related Services (Services) for the West Sewage Treatment Plant Improvements project designed by ENGINEER. This Agreement shall be in accordance with the following elements.

#### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

#### Construction-Related Services

1. Review contractor's initial schedule of values and list of subcontractors and suppliers.
2. Attend one preconstruction conference with contractor and OWNER. Prepare minutes and distribute to attendees.
3. Attend up to 84 construction progress meetings, occurring approximately twice per month. Prepare minutes for each meeting and distribute to attendees.
4. Attend one electrical and controls preconstruction conference with contractor and OWNER. Attend one prepainting conference with contractor and OWNER.
5. Review contractor's schedule each month for up to 42 months.
6. Review and respond to up to 150 contractor requests for information.
7. Prepare up to 100 cost proposal requests, field orders, work change directives, and change orders to contractor and OWNER for potential changes in scope of work, if appropriate. Review contractor-provided responses to cost proposal requests, field orders, and work change directives, and provide comments, as appropriate. Discuss responses with OWNER and provide change orders to OWNER for approval.
8. Review shop drawing and manufacturer-provided operation and maintenance submittals. Review up to three submittals of shop drawings and one submittal of manufacturer-provided operation and maintenance manuals. Additional reviews shall be considered additional Services.

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9. Visit the construction site up to 96 times in addition to full-time resident project representative (RPR) services described below to observe construction progress. Site visits may be attended by the project manager or electrical, structural, or mechanical engineer, as appropriate.
10. Assist OWNER in preparing monthly Illinois Environmental Protection Agency (IEPA) requests for loan disbursement during construction. Submit the monthly requests to OWNER and IEPA for IEPA loan disbursement electronically.
11. Provide support for field issues brought to the RPR.
12. Conduct two partial utilization reviews and one substantial completion review with OWNER and contractor to compile a list items to be completed or corrected for partial utilization and substantial completion.
13. Attend one factory acceptance test (two personnel for minimum five days) for electrical and controls equipment.

#### RPR Services

1. Provide RPR services to observe construction for 40 hours a week for 42 months and 20 hours a week for six months for a total of 7,762 hours.
2. Review construction progress schedules, schedule of shop drawing submittals, and schedule of values prepared by the contractor and discuss monthly with the project manager.
3. Attend the preconstruction conference and up to 84 construction progress meetings.
4. Observe specified tests, equipment, and system start-ups associated with the project.
5. Consider, review, and report contractor's requests for clarifications or modifications, as appropriate.
6. Assist in preparing a list of items to be completed or corrected for partial utilization, substantial completion, and final completion.
7. Review monthly pay request items from contractor.

#### Start-up and Training

1. Observe contractor-arranged manufacturer start-up and training services including, but not limited to, the following systems associated with the work:
  - a. Hydraulic passenger elevator.
  - b. Slide and sluice gates.
  - c. Hoists and cranes.
  - d. Tri-lobe positive displacement blowers.
  - e. Rotary lobe blowers.
  - f. Plant water pumping system.
  - g. Centrifugal sludge pumps.
  - h. Rotary lobe pumps.
  - i. Internal recycle pumps.
  - j. Submersible pumps.
  - k. Samplers.
  - l. Center flow screens and screenings wash presses.

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- m. Chemical pumping equipment.
  - n. Chemical tablet feeding equipment.
  - o. Submersible mixers.
  - p. Primary clarifier collectors.
  - q. Excess flow clarifier collector.
  - r. Final clarifier collector.
  - s. Aeration equipment.
  - t. Tertiary disc filters.
  - u. Ultraviolet disinfection equipment.
  - v. Centrifuge dewatering equipment.
2. Prepare and deliver supplemental training sessions to OWNER using Microsoft PowerPoint presentations. Training sessions will include the following unit processes:
- a. Screening and screenings wash presses, influent pumping, primary clarification, and primary sludge pumping.
  - b. Activated sludge and biological phosphorus removal, chemical phosphorus removal, and final clarification.
  - c. Ultraviolet disinfection and excess flow facilities.
  - d. Aerobic digestion, sludge pumping, dewatering, and storage.
  - e. Plant water system; heating, ventilation, and air conditioning system; electrical service; and fire protection system.

#### Supervisory Control and Data Acquisition System (SCADA)

Review the installed SCADA system functions for general conformance with the control descriptions in the Contract Documents.

#### Contract Closeout and Record Drawings

- 1. Conduct one final completion review with OWNER and contractor.
- 2. Prepare a Fiscal Sustainability Plan in accordance with IEPA Water Pollution Control Loan Program documentation standards.
- 3. Prepare record drawings based on contractor's markup drawings. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. Record drawings from contractor presented as marked up portable document format (PDF) files will be left as such and will not be converted into AutoCAD form. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.
- 4. Provide a flash drive containing the following:
  - a. Operation and maintenance (O&M) manual (prepared by ENGINEER).
  - b. Manufacturer's O&M manuals.
  - c. Manufacturer's warranties.
  - d. Final shop drawings.
  - e. Manufacturer training session presentations.
  - f. Training session presentations prepared by ENGINEER.
  - g. Record drawings.

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h. Technical specifications.

Operation and Maintenance (O&M) Manual

1. Develop a written narrative, figures, and descriptive tables to assist OWNER's operators with the new wastewater treatment plant processes listed in Start-up and Training, Item No. 2. above.
2. Organize manufacturer-provided O&M manuals.
3. Provide written O&M manual and equipment O&M manuals in three-ring binders or a bound book, depending on OWNER's preference. Provide three hard copies and one electronic PDF file of the O&M manual.
4. Prepare three paper copies and an electronic PDF file of the O&M manual.
5. Assist OWNER with preparing an IEPA Water Pollution Control Loan Program Certificate regarding O&M.

**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 and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. 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.
3. 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.
4. Bidding-Related Services: Bidding-related services for the project will require a separate agreement with OWNER.
5. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
6. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
7. 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.

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8. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
9. 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 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.
10. 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.
11. 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.

#### **Audit, Access to Records**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, books, records, documents, and other evidence directly pertinent to performance of IEPA Water Pollution Control Loan Program (WPCLP) loan services under this Agreement shall be maintained in accordance with generally accepted accounting services. The IEPA or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States.

All information and reports resulting from access to records pursuant to the above shall be disclosed to the IEPA. The auditing agency shall afford ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of the Services under this Agreement and for three years after the final loan closing. In addition, those records which relate to any dispute pursuant to IEPA loan rules, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

#### **Covenant Against Contingent Fees**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this

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Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage or contingent fee.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

See attached Certification (EPA Form 5700-49).

#### **Certification of Nondiscrimination**

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under the WPCLP. Failure by the ENGINEER to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

#### **Utilization of Women and Minority Businesses**

ENGINEER agrees to take affirmative steps to include disadvantaged business enterprises when possible as sources of services in accordance with WPCLP rules. As required by the award conditions of the United States Environmental Protection Agency's Assistance Agreement with the IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

#### **Compensation**

OWNER shall compensate ENGINEER for Services a lump sum of \$3,720,300.

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 lump sum 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 lump sum that reflects any wage scale adjustments made.

The lump sum 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 8, 2022. Services are scheduled for completion on December 1, 2026.

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### **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. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
8. Pay all permit and plan review fees payable to regulatory agencies.

### **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.

### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

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### Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

### 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 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 payments to ENGINEER for Services performed in accordance with the payment schedule in the following table. ENGINEER will provide monthly statements to OWNER describing the Services performed in the preceding month.

Anticipated Invoice Date	Invoice Amount
December 1, 2022	\$400,000
May 1, 2023	\$830,075
May 1, 2024	\$830,075
May 1, 2025	\$830,075
May 1, 2026	\$830,075

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.



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### 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 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  
Corporate Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Raymond Soliman  
Mayor

\_\_\_\_\_  
Date