



Strand Associates, Inc.®  
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Joliet, IL 60431  
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January 28, 2021

Mr. Ken Dado, Utilities Operations Manager  
Village of Orland Park  
15655 South Ravinia Avenue  
Orland Park, IL 60462

Re: Planning and Bidding-Related Services  
Elevated Tank No. 7 Rehabilitation

Dear Mr. Dado:

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the Village of Orland Park, Illinois, (Village) for the Elevated Tank No. 7 Rehabilitation.

### **Scope of Services**

Proposed services can be described as follows.

#### Preliminary Evaluation Services

1. Attend an initial project meeting to review scope, anticipated project schedule, and project criteria.
2. Review available documents provided by the Village, including previous inspection reports that may be available.
3. Perform an on-site visual observation of the tank and general site conditions, including:
  - a. Paint conditions and adherence.
  - b. General condition of tank, altitude valves, valving, and appurtenances.
4. Review coating options for the interior and exterior coating system.
5. Review and discuss existing cathodic protection system with the Village.
6. Review potential upgrades to tank appurtenances including vents, overflow pipe, altitude valve, drain and isolation valves; relocation of electrical service; and provision of a backup power source.
7. Review potential upgrades to roof railing mount provisions for existing or future cellular antennae and related communication devices.
8. Prepare and submit correspondence to existing cellular provider and wireless internet tenants (third parties) to notify them of potential future tank repair and repaint operations. Participate in an on-site meeting with the Village and third parties.

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9. Develop a rendering of the tank based on the color scheme on Tank No. 5.
10. Prepare a brief report stating the findings of the evaluation including a preliminary opinion of probable cost (OPCC) and schedule.
11. Attend a virtual meeting with the Village to discuss the evaluation and to review scope of work for design.

#### Surveying Services

Conduct a topographic survey of the Tank No.7 site. Include visible surface features and invert information from manholes and vault structures within the site. Establish local benchmarks and survey controls. Correspond with utility marking company to locate utilities prior to topographic survey.

#### Design and Bidding-Related Services

1. Prepare draft Bidding documents for repainting, relocation of electrical service, addition of emergency generator, addition of roof rail system, new expansion joints, vents and accessories, and minor repairs using Village-provided front end, general conditions, and Engineers Joint Contract Documents Committee (EJCDC) C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
2. Communicate with cellular companies that have cell equipment on the Village's tank to have the equipment temporarily removed and replaced during tank rehabilitation. Village recognizes it is engaging Strand for these design services and that Strand has no contractual obligation to third party cellular providers and will not enter into any agreement with third party cellular providers including signing indemnification and hold harmless agreements.
3. Prepare and submit draft Bidding Documents to the Village for review and comment.
4. Prepare an OPCC and submit to the Village along with draft Bidding Documents.
5. Attend a virtual meeting with the Village to review the documents.
6. Prepare final Bidding Documents incorporating the Village's comments as appropriate.
7. Prepare and submit permit applications to the Illinois Environmental Protection agency (IEPA) as required.
8. Review IEPA comments and incorporate into final Bidding Documents as appropriate.
9. Distribute Bidding Documents electronically via QuestCDN, available at Strand.com and www.questcdn.com. Submit Advertisements to Bid to Village for publishing.
10. Respond to bidder requests for information.
11. Prepare addenda as necessary.
12. Assist Village in reviewing bids and in the award of the construction contract.

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### **Service Elements Not Included**

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

1. Additional Site Visits and/or Meetings: Additional Village-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with the Village.
2. Construction-Related Services: Construction-related services for the project will require a separate proposal with the Village.
3. Preparation for and/or Appearance in Litigation on Behalf of the Village: This type of Service by Strand will be provided through a separate proposal with the Village.
4. 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 Proposal.
5. Services Furnished During Readvertisement for Bids, if Ordered by the Village: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through a separate proposal with the Village.
6. 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 proposal with the Village.

### **Compensation**

The Village shall compensate Strand for Preliminary Evaluation Services on an hourly rate basis plus expenses an estimated fee not to exceed \$11,000.

The Village shall compensate Strand for Surveying Services on an hourly rate basis plus expenses an estimated fee not to exceed \$5,000.

The Village shall compensate Strand for Design and Bidding-Related Services on an hourly rate basis plus expenses an estimated fee not to exceed \$34,800.

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 Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

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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 the Village but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon receipt of notice to proceed, which is anticipated the week of February 1, 2021. Services are scheduled for completion on July 30, 2021.

### **Standard of Care**

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

### **Village's Responsibilities**

1. Assist Strand by placing at Strand'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 Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by the Village 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 Strand may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for Strand to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
6. Provide all legal services as may be required for the development of this project.
7. Provide the front end documents that require the contractor to name Strand as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify Strand to the same extent that the contractor insures and indemnifies the Village.
8. Pay all permit and plan review fees payable to regulatory agencies.

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### **Opinion of Probable Cost**

Any opinions of probable cost prepared by Strand are supplied for the Village's general guidance only. Strand 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 the Village.

### **Changes**

1. The Village may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of the Village. The fee established herein will not be exceeded without agreement by the Village 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 Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

### **Extension of Services**

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

### **Payment**

The Village shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand'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 Strand's option, result in suspension of Services upon five calendar days' notice to the Village. Strand will have no liability to the Village, and the Village agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by the Village. Upon receipt of payment in full of all outstanding sums due from the Village, or curing of such other breach which caused Strand to suspend Services, Strand 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**

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through the Village, contractor, or others to Strand and where Strand'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.

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### **Termination**

This Proposal 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. Strand will be paid for all completed or obligated Services up to the date of termination.

### **Third-Party Beneficiaries**

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either the Village or Strand. Strand's services under this Proposal are being performed solely for the Village's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. the Village and Strand 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 Proposal, all claims, counterclaims, disputes, and other matters in question between the Village and Strand arising out of or relating to this Proposal 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 Proposal will apply to the Services defined in the **Scope of Services**. The Village-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 815-744-4200 extension 3141.

Sincerely,

STRAND ASSOCIATES, INC.®



Anand Sridhar