



Strand Associates, Inc.®  
1170 South Houbolt Road  
Joliet, IL 60431  
(P) 815.744.4200

August 2, 2021

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

Re: Engineering Services  
Elevated Tank No. 6 Rehabilitation

Dear Mr. Dado,

This Proposal presents Strand Associates, Inc.®'s (ENGINEER) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the Village of Orland Park, Illinois (VILLAGE) for the Elevated Tank No. 6 Rehabilitation, in accordance with the terms and conditions in the current Master Services Agreement executed between ENGINEER and VILLAGE on October 1, 2020.

### **Scope of Services**

Proposed services can be described as follows.

#### Preliminary Evaluation Services

1. Attend initial project meeting to review scope, anticipated project schedule, and project criteria.
2. Review available documents provided by the VILLAGE, including previous tank inspection reports.
3. Perform an on-site visual observation of the outside and inside of the tank and general site conditions, including:
  - a. Paint conditions and adherence.
  - b. General condition of tank, altitude valves, valving, and appurtenances. VILLAGE shall attend site visit and operate all valves as requested to review conditions.
4. Review up to two coating alternatives for interior and exterior coating system.
5. Review and discuss existing cathodic protection system with the VILLAGE.
6. Review potential modifications to tank appurtenances including vents, overflow pipe, altitude valve, drain and isolation valves, electrical service, and provision of a backup power source.
7. Review potential modifications to roof railing mount provisions for existing or future cellular antennae or related communication devices.

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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.
9. Review the color scheme for Tank No. 6 with VILLAGE, which will be based on Tank No.7.
10. Prepare a brief report stating the findings of the evaluation, a preliminary opinion of probable cost (OPCC), and potential schedule.

#### Survey Services

Conduct a topographic survey of the Tank No. 6 site that includes visible surface features and invert information from manholes and vault structures within the site. Establish local benchmarks and survey controls. Correspond with J.U.L.I.E to locate utilities prior to the 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 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 VILLAGE's tank to have the equipment temporarily removed and replaced during tank rehabilitation. VILLAGE recognizes it is engaging ENGINEER for these design services and that ENGINEER 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. Submit Advertisements to Bid to the VILLAGE for publishing. VILLAGE shall pay advertising costs.
8. Submit Bidding Documents electronically to the VILLAGE for distribution via BidNet Direct.
9. Respond to bidder requests for information.
10. Prepare addenda as appropriate.
11. Assist the VILLAGE in reviewing bids and in the award of the Construction Contract.

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### Construction-Related Services

It is our understanding VILLAGE would like to design the project in 2021, with construction in spring 2022. Scope for construction-related services to be performed in 2022 is included as follows:

1. Provide contract administration services including attendance at and preparation of meeting minutes for one virtual preconstruction conference, review of contractor's schedules, review of contractor's shop drawings submittals, review of contractor's periodic pay requests, attendance at and preparation of meeting minutes for up to four virtual construction progress meetings, periodic site visits, and participation in project closeout.
2. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and VILLAGE. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and VILLAGE.
3. Assist VILLAGE in responding to requests for information and with preparing change orders.
4. Provide a resident project representative for part-time observation of construction at VILLAGE's request, for up to 100 hours.
5. Communicate with third-party cellular providers and existing wireless internet tenants to have them temporarily relocate their equipment during construction, followed by reinstallation to the VILLAGE's tank.

### **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 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 Proposal.
2. 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 VILLAGE.
3. Geotechnical Engineering: Geotechnical engineering information will be provided through VILLAGE and VILLAGE's geotechnical consultant. ENGINEER will assist VILLAGE with defining initial scope of geotechnical information that is required to allow VILLAGE to procure geotechnical engineering services.

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4. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to VILLAGE for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate proposal with VILLAGE.
5. Preparation for and/or Appearance in Litigation on Behalf of VILLAGE: This type of Service by ENGINEER will be provided through a separate proposal with VILLAGE.
6. 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 VILLAGE 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 Proposal. Service of this type by ENGINEER will be provided through a separate proposal with VILLAGE.
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 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.
8. Services Furnished During Readvertisement for Bids, if Ordered by 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 VILLAGE.

### **Compensation**

VILLAGE shall compensate ENGINEER for Preliminary Evaluation Services on an hourly rate basis plus expenses an estimated fee not to exceed \$9,250.

VILLAGE shall compensate ENGINEER for Survey Services on an hourly rate basis plus expenses an estimated fee not to exceed \$4,750.

VILLAGE shall compensate ENGINEER for Design and Bidding-Related Services on an hourly rate basis plus expenses an estimated fee not to exceed \$39,000.

VILLAGE shall compensate ENGINEER for Construction-Related Services on an hourly rate basis plus expenses an estimated fee not to exceed \$43,000.

All charges will be based on current engineering services agreement rates. 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 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 ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon receipt of a purchase order, which is anticipated the week of August 9, 2021. Services are scheduled for completion on July 29, 2022.

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Proposal 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 Proposal or otherwise, in connection with ENGINEER's Services.

### **VILLAGE'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 Proposal, data prepared by or services of others obtained or prepared by 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 ENGINEER may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for ENGINEER to perform Services under this Proposal.
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 Proposal.
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 ENGINEER's performance.
6. Provide all legal services as may be required for the development of this project.

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7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies VILLAGE.

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for VILLAGE's general guidance 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 VILLAGE.

### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for VILLAGE 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.

### **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 VILLAGE free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Proposal.

### **Changes**

1. 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 ENGINEER'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 ENGINEER will be furnished without the written authorization of VILLAGE. The fee established herein will not be exceeded without agreement by 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 Illinois Environmental Protection Agency 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.

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### **Extension of Services**

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

### **Payment**

VILLAGE 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 VILLAGE. ENGINEER will have no liability to VILLAGE, and 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 VILLAGE. Upon receipt of payment in full of all outstanding sums due from VILLAGE, 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 acquisition or development of any such data where such data is provided by or through VILLAGE, 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 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. ENGINEER 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 VILLAGE or ENGINEER. ENGINEER's services under this Proposal are being performed solely for VILLAGE's benefit, and no other party or entity shall have any claim against ENGINEER because of this Proposal or the performance or nonperformance of services hereunder. VILLAGE 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.

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### **Dispute Resolution**

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between VILLAGE and ENGINEER 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**. 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





Strand Associates, Inc.®  
1170 South Houbolt Road  
Joliet, IL 60431  
(P) 815.744.4200

August 2, 2021

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

Re: Engineering Services  
Elevated Tank No. 4 Rehabilitation

Dear Mr. Dado,

This Proposal presents Strand Associates, Inc.®'s (ENGINEER) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the Village of Orland Park, Illinois (VILLAGE) for the Elevated Tank No. 4 Rehabilitation, in accordance with the terms and conditions in the current Master Services Agreement executed between ENGINEER and VILLAGE on October 1, 2020.

### **Scope of Services**

Proposed services can be described as follows.

#### Preliminary Evaluation Services

1. Attend initial project meeting to review scope, anticipated project schedule, and project criteria.
2. Review available documents provided by the VILLAGE, including previous tank inspection reports.
3. Perform an on-site visual observation of the outside and inside of the tank and general site conditions, including:
  - a. Paint conditions and adherence.
  - b. General condition of tank, altitude valves, valving, and appurtenances. VILLAGE shall attend site visit and operate all valves as requested to review conditions.
4. Review up to two coating alternatives for interior and exterior coating system.
5. Review and discuss existing cathodic protection system with the VILLAGE.
6. Review potential modifications to tank appurtenances including vents, overflow pipe, altitude valve, drain and isolation valves, electrical service, and provision of a backup power source.

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7. Review potential modifications to roof railing mount provisions for existing or future cellular antennae or 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.
9. Review the color scheme for Tank No. 4 with VILLAGE, which will be based on Tank No.7.
10. Prepare a brief report stating the findings of the evaluation, a preliminary opinion of probable cost (OPCC), and potential schedule.

#### Survey Services

Conduct a topographic survey of the Tank No. 4 site that includes visible surface features and invert information from manholes and vault structures within the site. Establish local benchmarks and survey controls. Correspond with J.U.L.I.E to locate utilities prior to the 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 VILLAGE's tank to have the equipment temporarily removed and replaced during tank rehabilitation. VILLAGE recognizes it is engaging ENGINEER for these design services and that ENGINEER 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. Submit draft Bidding Documents to 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 VILLAGE to review the documents.
6. Prepare final Bidding Documents incorporating VILLAGE's comments as appropriate.
7. Submit Advertisements to Bid to VILLAGE for publishing. VILLAGE shall pay advertising costs.
8. Submit Bidding Documents electronically to VILLAGE for distribution via BidNet Direct.
9. Respond to bidder requests for information.

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10. Prepare addenda as appropriate.
11. Assist VILLAGE in reviewing bids and in the award of the Construction Contract.

#### Construction-Related Services

It is our understanding VILLAGE would like to design the project in 2021/2022 with construction spring 2023. Scope for construction-related services to be performed in 2023 is included as follows:

1. Provide contract administration services including attendance at and preparation of meeting minutes for one virtual preconstruction conference, review of contractor's schedules, review of contractor's shop drawings submittals, review of contractor's periodic pay requests, attendance at and preparation of meeting minutes for up to four virtual construction progress meetings, periodic site visits, and participation in project closeout.
2. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and VILLAGE. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and VILLAGE.
3. Assist VILLAGE in responding to requests for information and with preparing change orders.
4. Provide a resident project representative for part-time observation of construction at VILLAGE's request, for up to 100 hours.
5. Communicate with third-party cellular providers and existing wireless internet tenants to have them temporarily relocate their equipment during construction, followed by reinstallation to VILLAGE's tank. VILLAGE recognizes it is engaging ENGINEER for these design services and that ENGINEER 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.

#### **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 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 Proposal.

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2. 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 VILLAGE.
3. Geotechnical Engineering: Geotechnical engineering information will be provided through VILLAGE and VILLAGE's geotechnical consultant. ENGINEER will assist VILLAGE with defining initial scope of geotechnical information that is required to allow VILLAGE to procure geotechnical engineering services.
4. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to VILLAGE for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate proposal with VILLAGE.
5. Preparation for and/or Appearance in Litigation on Behalf of VILLAGE: This type of Service by ENGINEER will be provided through a separate proposal with VILLAGE.
6. 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 VILLAGE 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 Proposal. Service of this type by ENGINEER will be provided through a separate proposal with VILLAGE.
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 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.
8. Services Furnished During Readvertisement for Bids, if Ordered by 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 VILLAGE.

### **Compensation**

VILLAGE shall compensate ENGINEER for Preliminary Evaluation Services on an hourly rate basis plus expenses an estimated fee not to exceed \$10,000.

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

VILLAGE shall compensate ENGINEER for Design and Bidding-Related Services on an hourly rate basis plus expenses an estimated fee not to exceed \$40,500.

VILLAGE shall compensate ENGINEER for Construction-Related Services on an hourly rate basis plus expenses an estimated fee not to exceed \$44,400.

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All charges will be based on current engineering services agreement rates. 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.

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 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 ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon receipt of a purchase order, which is anticipated the week of August 9, 2021. Services are scheduled for completion on July 31, 2023.

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Proposal 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 Proposal or otherwise, in connection with ENGINEER's Services.

### **VILLAGE'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 Proposal, data prepared by or services of others obtained or prepared by 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 ENGINEER may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for ENGINEER to perform Services under this Proposal.
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 Proposal.

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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 ENGINEER's performance.
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.
8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies VILLAGE.
9. 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 VILLAGE's general guidance 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 VILLAGE.

### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for VILLAGE 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.

### **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 VILLAGE free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Proposal.

### **Changes**

1. 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 ENGINEER'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 ENGINEER will be furnished without the written authorization of VILLAGE. The fee established herein will not be exceeded

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without agreement by 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 Illinois Environmental Protection Agency 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 VILLAGE's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

VILLAGE 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 VILLAGE. ENGINEER will have no liability to VILLAGE, and 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 VILLAGE. Upon receipt of payment in full of all outstanding sums due from VILLAGE, 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 acquisition or development of any such data where such data is provided by or through VILLAGE, 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 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. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

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August 2, 2021

### **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 VILLAGE or ENGINEER. ENGINEER's services under this Proposal are being performed solely for VILLAGE's benefit, and no other party or entity shall have any claim against ENGINEER because of this Proposal or the performance or nonperformance of services hereunder. VILLAGE 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 Proposal, all claims, counterclaims, disputes, and other matters in question between VILLAGE and ENGINEER 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**. 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