

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: N/A

Innoprise Contract #:

Year: 2013

Amount: Per Project

Department: Finance

Contract Type: Professional Engineering Services

Contractors Name: Strand Associates, Inc

Contract Description: General Contract

CMAQ Application for Metra Parking Lot \$3500

C13-0113 2013-0688 ADA Transition Plan \$35,200

C17-0028 2017-0021 14th & Ravinia Roundabout Utility

Location \$20,000

C18-0027 2018-0129 Elevated Tank No. 5 Upgrades & Rehab
\$47,600

C20-0026 2019-0919 Elevated Tank #5 Construction
Engineering Services \$22,900

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES

Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

March 18, 2020

Mr. Marc Grigas
Strand Associates, Inc.
1170 Houbolt Road
Joliet, Illinois 60431

Notice to Proceed: Proposal dated January 28, 2020 Elevated Tank No. 5 Rehabilitation Construction-Related Services - addendum to Agreement for Professional Engineering Services dated February 1, 2013

Dear Mr. Grigas:

Enclosed is one (1) signed copy of the proposal dated January 28, 2020 for Elevated Tank No. 5 Rehabilitation Construction-Related Services. This proposal shall become an addendum to the original Agreement for Professional Engineering Services dated February 1, 2013. All terms and conditions of that agreement shall apply. The Purchase Order is in the process of being created and will be emailed once it is issued.

You may contact Ken Dado at 708-403-6107 regarding this project.

If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:

cc: Ken Dado
Rich Rittenbacher



January 28, 2020

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

Re: Proposal for Engineering Services
Elevated Tank No. 5 Rehabilitation Construction-Related Services

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. 5 Rehabilitation Construction-Related Services for which ENGINEER previously provided design services for Elevated Tank No. 5 Rehabilitation. Services will be provided pursuant to the Agreement for Professional Engineering Services dated February 1, 2013.

Scope of Services

Proposed services can be described as follows.

1. Provide contract administration services including attendance at and preparation of meeting minutes for one 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 one construction progress meeting each month, making periodic site visits, and participation in project closeout.
2. Assist VILLAGE in responding to requests for information and with preparation of change orders.
3. Provide a resident project representative for part-time observation of construction at VILLAGE's request, for up to 60 hours over 10 site visits. 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.
4. 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.

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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 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. Bidding-Related Services: Bidding-related services for the project will require a separate proposal with VILLAGE.
4. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be performed under a subsequent 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 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 VILLAGE.

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Compensation

VILLAGE shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$22,900. 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 Notice to Proceed, which is expected the week of February 1, 2020. Services are scheduled for completion on September 30, 2020.

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.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

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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.

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.

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

Nonpayment 45 days after the date of allowable payment in accordance with the Illinois Government Prompt Payment Act 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.

Termination

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

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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 the Agreement for Professional Engineering Services dated February 1, 2013, 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 3140.

Sincerely,

STRAND ASSOCIATES, INC.®



Timothy J. Scholz, P.E.
Project Manager

ACCEPTED BY:

VILLAGE OF ORLAND PARK



George Kozcwara
Village Manager

2-19-20

Date