



July 14, 2021

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. 7 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. 7 Rehabilitation Construction-Related Services for which ENGINEER previously provided design services for the Elevated Tank No. 7 Rehabilitation and Elevated Tank No. 7 Electrical Rehabilitation projects. Services will be provided pursuant to the Master Agreement for Professional Engineering Services dated October 1, 2020.

Scope of Services

Proposed services can be described as follows.

1. Elevated Tank No. 7 Rehabilitation
 - a. 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 three construction progress meetings, visit site periodically, and participation in project closeout.
 - b. 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.
 - c. Assist VILLAGE in responding to requests for information and with preparing change orders.
 - d. Provide a resident project representative for part-time observation of construction at VILLAGE's request, for up to 84 hours. 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,

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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.

- e. 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.

2. Elevated Tank No. 7 Electrical Rehabilitation

- a. 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 two construction progress meetings, making periodic site visits, preparation and submittal of record drawings from information provided through contractor's records, and participation in project closeout.
- b. Assist VILLAGE in responding to requests for information and with preparation of change orders.
- c. Provide a resident project representative for part-time observation of construction at VILLAGE's request, for up to 60 hours. 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.

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 the VILLAGE.

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3. Archaeological or Botanical Investigations: ENGINEER will assist the VILLAGE in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate proposal with the VILLAGE.
4. Bidding-Related Services: Bidding-related services for the project will require a separate proposal with the VILLAGE.
5. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be performed under a subsequent proposal with the VILLAGE.
6. Preparation for and/or Appearance in Litigation on Behalf of the VILLAGE: This type of Service by ENGINEER will be provided through a separate proposal with the VILLAGE.
7. 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 the 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 the VILLAGE.
8. 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.
9. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate proposal with the VILLAGE.

Compensation

The VILLAGE shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$60,500. 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.

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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 ENGINEER'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 July 12, 2021. Services are scheduled for completion on December 31, 2021.

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 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 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. VILLAGE's soils consultant shall provide all necessary geotechnical testing during construction. VILLAGE's soils consultant shall notify VILLAGE 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. 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

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indemnify ENGINEER to the same extent that the contractor insures and indemnifies the 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 the 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 the VILLAGE.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for the 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 the 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. 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 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 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 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 the VILLAGE's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

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Payment

The 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 the VILLAGE. ENGINEER 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 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 the 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 the VILLAGE or ENGINEER. ENGINEER'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 ENGINEER because of this Proposal or the performance or nonperformance of services hereunder. The 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 the 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.

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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