



Strand Associates, Inc.®

1170 South Houbolt Road

Joliet, IL 60431

(P) 815-744-4200

November 7, 2019

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

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

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. 5 Rehabilitation Construction-Related Services for which Strand previously provided design services for Elevated Tank No. 5 Rehabilitation.

### 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, Strand's efforts will be directed toward determining for Village that the completed Project will, in general, conform to the Contract Documents; but Strand 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 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.

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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 Strand, 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 Strand 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 Strand's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. Strand's cost for such evaluations is not included in the scope of this Proposal. Service of this type by Strand 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 Strand 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 Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon receipt of an executed Agreement, which is expected the week of December 1, 2019. Services are scheduled for completion on September 30, 2020.

### **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 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.

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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 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 Village.
9. Pay all permit and plan review fees payable to regulatory agencies.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by Strand are supplied for 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 Village.

#### **Payment Requests**

Strand'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 Strand 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 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 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.

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### **Payment**

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 Village. Strand 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 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 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.

### **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 Village or Strand. Strand's services under this Proposal are being performed solely for 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. 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 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**

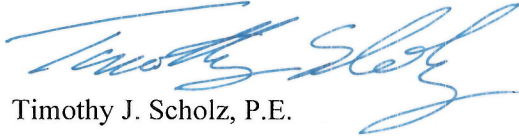
The terms and conditions of this Proposal will apply to the Services defined in the **Scope of Services**. Village-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

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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.