ORDINANCE NO. 2024-4412

ORDINANCE APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND STRAND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATIVE TO PRELIMINARY DESIGN SERVICES FOR UPGRADES TO THE WASTEWATER TREATMENT FACILITY

WHEREAS, the Village of Barrington is an Illinois Home Rule municipal corporation located in Cook and Lake Counties, Illinois (hereinafter, the "Village"); and

WHEREAS, the Village has previously requested and received a proposal dated May 31, 2024 from Strand Associates, Inc. ("Strand") to provide certain professional engineering services in the nature of preliminary design services for upgrades relative to the Village's Wastewater Treatment Facility at a lump sum not to exceed cost of $389,000.00 (hereinafter, the "Strand Proposal"), a copy of which Strand Proposal is attached hereto as part of Group Exhibit A and thereby made a part hereof; and

WHEREAS, Strand has previously provided exceptional professional services to the Village on other projects, and its level of service has resulted in a satisfactory professional relationship with the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents to approve the Strand Proposal for the Project:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of its authority as a Home Rule unit, as follows:

SECTION 1: That the Corporate Authorities of the Village find that the facts as stated in the preamble hereof are true and correct and are incorporated herein by reference as if fully set forth.

SECTION 2: That the Corporate Authorities hereby approve the Strand Proposal dated May 31, 2024 and a Contract with Strand Associates, Inc. to provide certain professional engineering services in the nature of preliminary design services relative to upgrades for the Village's Wastewater Treatment Facility at a not-to-exceed lump sum cost of $389,000.00, which Contract shall consist of the following documents:

Exhibit A-1: Agreement Between the Village of Barrington and Strand Associates, Inc. for Professional Services;
Exhibit A-2: Strand Associates, Inc. Proposal dated May 31, 2024;

which documents shall be substantially in the form attached hereto as Group Exhibit A and thereby expressly made a part hereof (all collectively referred to herein as the "Contract" or the "Contract Documents" or as "Group Exhibit A"). Pursuant to Section 1-6A-6 of the Barrington Village Code, the Corporate Authorities hereby waive any and all requirements for competitive bidding or alternative proposals as may otherwise be required by law or by ordinance with respect to said Contract with Strand Associates, Inc.

SECTION 3: The Village President, or her designee, is hereby authorized to execute the Contract Documents, and the Village Clerk is hereby authorized to attest thereto and deliver to Strand Associates, Inc. an executed copy of the Contract Documents, which shall all be substantially in the form attached hereto as Group Exhibit A, and to otherwise take all the necessary and appropriate actions, including but not limited to the execution and delivery of any other documents related thereto, in order to accomplish the purposes and intent of the Contract Documents.

SECTION 4: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS 24 DAY OF June, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Holen, Duncan, Moran, Prigge & President Darch

NAYS: None

ABSENT: Trustee Wondrasek

ABSTAIN: None

RECUSE: None

APPROVED THIS 24 OF June, 2024

Karen Darch

Karen Darch, Village President

ATTESTED AND FILED THIS 24TH DAY OF JUNE, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE (SEAL) SEAL Cook & Lake Counties IL

GROUP EXHIBIT A

Exhibit A-1: Agreement Between the Village of Barrington and Strand Associates, Inc. for Professional Services; and
Exhibit A-2: Strand Proposal dated May 31, 2024

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND STRAND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement") is made this 24th day of June, 2024, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as "Village") and STRAND ASSOCIATES, INC. (hereinafter referred to as "Consultant") for the performance of certain professional engineering services in the nature of preliminary design services for upgrades to the Village's Wastewater Treatment Facility ("WWTF") (hereinafter referred to as the "Project", or the "Services") for an estimated not-to-exceed cost of $389,000.00 pursuant to the Consultant's Proposal dated May 31, 2024 (hereinafter, the "Consultant's Proposal"). This Agreement, the Consultant's Proposal, and EPA Form 5700-49 shall constitute the Contract Documents. In the event of any conflict between the Consultant's Proposal and this Agreement, the provisions of this Agreement shall supersede, prevail, and control.

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Services: The Consultant agrees to and shall timely perform and fully complete all of the "Scope of Services" for the Project as set forth in the Consultant's Proposal dated May 31, 2024 attached hereto and made a part of this Agreement as Exhibit A (the "Services").

2. Payment:

   A. The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services relative to completion of the Project those fees set forth in the Consultant's Proposal dated May 31, 2024, as well as reimbursement by the Village to the Consultant of those expenses incurred by the Consultant with regard to the Services as identified in the Consultant's Proposal at the not-to-exceed lump sum cost of $389,000.00.

   B. Invoices for Payments: The Consultant agrees to and shall prepare and submit invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the expenses incurred by Consultant relative to the Project on behalf of the Village as well as the time/hours expended as the Services are completed to date by the Consultant.

   C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act). The Village complies with the Act, which states that any bills approved for payment shall be paid within thirty (30) days after date of approval of the invoice by the Corporate Authorities of the Village. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Services, or any part thereof, or to have waived any claim related to such Services by making a final payment or by making any progress payment of any amount, where the Village determines that such Services, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement, the Consultant's Proposal dated May 31, 2024, which is attached hereto and thereby made a part hereof as Exhibit A, and EPA Form 5700-49, attached hereto and thereby made a part hereof as Exhibit B. In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Dates of Commencement and Completion: Time is of the essence in this Agreement. The Services to be performed by the Consultant under the Contract Documents shall commence upon execution of the Contract Documents by the Village and the Consultant (hereinafter the "Commencement Date"), and shall be completed no later than February 28, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the

Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor.

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability. The Consultant shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Agreement.

7. Notices. All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the Contract Documents, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Agreement and the Services in their entirety for any reason. The Consultant shall notify the Village within ten (10) working days of any request for adjustments to the project schedule or compensation related to the Village's alterations in same.

9. Control and Inspection of Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Services shall be made after delivery. Final inspection, acceptance and/or rejection of the Services shall not impose liability on the Village for Services not in accordance with the Contract Documents and standard of care. Payment shall not be due on rejected Services until and unless fully corrected and/or replaced. All Services performed by the Consultant shall be done in conformance with the standard of care which shall be the care and skill ordinarily used by members of Consultants' profession practicing under similar circumstances at the same time and locality.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

   A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's services provided pursuant to the Contract Documents which come to the attention of the Consultant shall be reported to the Village in a timely manner.
   B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name and telephone number of the Consultant's officer or employee who will be the Consultant's contact relative to such matter.
   C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property caused by the Consultant (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
   D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use reasonable efforts to resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided

to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property caused by the Consultant within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

F. The Consultant shall not be responsible for resolving incidents, claims, or complaints against or involving Contractors or staff working on behalf of the Village beyond reporting such incidents, claims, or complaints to the Village and providing any pertinent information known to the Consultant.

11. Insurance:

A. Prior to Commencement of Services:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Agreement until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its officers, officials, employees and agents" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Services hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Barrington, and its officers, officials, employees, and agents, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's services, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its officers, officials, employees, and/or agents.

(c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, and/or agents shall be excess of Consultant's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its officers, officials, employees, and agents.

(e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the

"Village of Barrington, and its officers, officials, employees, and agents" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, and/or agents. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance: Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, and/or agents" for losses arising from services performed by the Consultant for the Village.

(iv) Professional Liability:

(a) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract.

(b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $1,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, and agents be deemed to have waived any of the insurance requirements of this Agreement by any negligent act or omission, including, but not limited to:

(a) Allowing Services by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Barrington expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its officers, officials, employees, and agents", as additional insureds (except on Professional Liability and Workers' Compensation), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any Services commence. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any negligent Services performed pursuant to this Agreement.

I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any Contract Document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Consultant to be maintained by the Village.

J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to: (1) allowing the Services to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the Contract Documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Services contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Services contemplated herein.

K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

L. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance request.

12. Indemnity:

A. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Village, officers, trustees, and/or employees (collectively, "Village") against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent act(s) and/or omissions in connection with its performance of professional services under this Agreement, and/or any infringement of any patent, trademark, or copyright by the Consultant and/or any such negligent act or omission or any such infringement by Consultant's employee(s) and/or subconsultants and/or anyone else for whom the Consultant is legally liable.

B. Consultant expressly understands and agrees that any insurance policies required by this Agreement, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Agreement as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village, upon notification to the Consultant, to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

F. The provisions of this Paragraph 12 shall survive any termination of the Agreement.

13. Village Confidential Information:

A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

B. The provisions of this Paragraph 13 shall survive any termination of the Agreement.

14. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Agreement.

15. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Agreement. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and

regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

16. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

17. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Agreement pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

18. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Services contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

19. Consultant is an Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract Documents and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.

20. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Agreement and any other Contract Documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Agreement and any other Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Agreement and any other Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract Documents.

21. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Agreement until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.

22. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

23. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village or Consultant unless in writing and signed by the Village's and Consultant's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

24. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated , the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal (Exhibit A).

25. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

26. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

27. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement, and this Agreement shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

28. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

29. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

30. Audit and Access to Records: In accordance with 35 Illinois Administrative Code Ch.II, Sec. 365.630, Subtitle C:
    A. Books, records, documents, and other evidence directly pertinent to performance of the Illinois Environmental Protection Agency (hereinafter referred to as "Agency") Water Pollution Control Loan Program (hereinafter referred to as "Loan Program") under this Agreement shall be maintained in accordance with generally accepted accounting principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.
    B. Audits pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States.
    C. All information and reports resulting from access to records pursuant to Paragraph 30.A. shall be disclosed to the Agency. The auditing agency shall afford Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
    D. Records under Paragraph 30.A shall be maintained and made available during performance of services under this Agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Program, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal, litigation, claim, or exception.

31. Covenant Against Contingent Fees: In accordance with 35 Illinois Administrative Code, Ch. II, Sec. 365.630, Subtitle C, Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach of violation of this warranty, Village shall have the right to annul this Agreement without liability or to deduct from the Compensation or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

32. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: Consultant certifies it is in compliance with federal Executive Order 12549 as set forth in the executed EPA Form 5700-49 attached hereto and made a part of this Agreement as Exhibit B.

33. Certificate of Nondiscrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under the Loan Program. Failure by Consultant to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

34. Utilization of Women and Minority Business: Consultant agrees to take affirmative steps to include disadvantaged business enterprises when possible as sources of supplies, equipment, construction, and sub-consultant services in accordance with Loan Program rules. As required by the award conditions of the United States Environmental Protection Agency's Assistance Agreement with the Agency, Consultant acknowledges that the fair share percentages are five percent for Minority Business Enterprises and twelve percent for Women's Business Enterprises.

35. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT
STRAND ASSOCIATES, INC.

By: _____
[Name] Joseph M. Bunker, Corporate Secretary
Its Authorized Agent

VILLAGE OF BARRINGTON

By: _____
Karen Y. Darch, Village President

ATTEST: _____
Tony Ciganek, Village Clerk

EXHIBIT A

Consultant's Proposal dated May 31, 2024

STRAND ASSOCIATES®
Excellence in Engineering℠

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

May 31, 2024

Mr. Fred Braun, Director of Public Works
Village of Barrington
300 Raymond Avenue
Barrington, IL 6001

Re: Proposal for Preliminary Design Services
Wastewater Treatment Facility (WWTF) Upgrades

Dear Mr. Braun,

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing preliminary design engineering services to the Village of Barrington, Illinois (Village) for the WWTF Upgrades project.

Scope of Services

Proposed services can be described as follows.

1. Participate in a kickoff meeting with Village to review project scope; available information; project, management, operations, and maintenance goals; permitting; communication planning; and project schedule and budget and to discuss potential alternatives for evaluation. Participate in a walkthrough of the WWTF.

2. Attend two days of site visits to other wastewater facilities to observe previously installed treatment equipment.

3. Preform one topographic survey of the WWTF site. Review elevations of hydraulic features including weirs and flumes to gather information for a hydraulic evaluation of the WWTF. Communicate with utility companies, including J.U.L.I.E., to identify existing utilities prior to survey.

4. Perform a 3D laser scan of the existing Control Building, Dewatering Building, Equipment Building, Sand Filter Building, and Laboratory. Import the laser scan into Revit software to create a 3D model.

5. Document existing hydraulics at the WWTF using the information obtained during the topographic survey at the current peak hourly flow of 12 million gallons per day (mgd).

6. Review hydraulics at the WWTF for the maximum peak hourly flow capacity of the following existing WWTF components:
    a. Outfall pipe.
    b. Chlorine contact tank.
    c. Tertiary filters.
    d. Final clarifiers.
    e. Activated sludge system.

f. Primary clarifiers.
g. Grit removal.
h. Influent pumping.
i. Influent screening.
j. Site piping between each unit process listed above.

7. Use the existing process model of the WWTF to review the loading capacity of the existing WWTF by running steady-state and dynamic simulations for up to five flow and organic loading modeling conditions. Use the results of the process modeling simulations to review design flows and loadings at the WWTF. It is anticipated that the future flows and loadings summarized in the *Wastewater Treatment Plant Project Plan*, previously developed by Strand with Village, remain applicable through the useful life of the project.

8. Summarize hydraulic evaluation and process modeling results in Technical Memorandum No. 1 and submit to Village for review.

9. Participate in a workshop with Village to discuss the hydraulic evaluations and comments related to Technical Memorandum No. 1. Village shall select design peak hourly flow and organic loading for preliminary design.

10. Review existing buildings at the WWTF for conformance with applicable codes and standards, including, the Illinois Administrative Code and the National Fire Protection Association Standard for Fire Protection in Wastewater Treatment and Collection Facilities (NFPA 820).

11. Evaluate the following conceptual design alternatives.

a. Effluent disinfection:

(1) Continue gaseous chlorination and dechlorination.
(2) Replace existing chlorination disinfection facilities with ultraviolet disinfection.

b. Tertiary Filtration:

(1) Replace existing sand filters in-kind.
(2) Replace existing sand filters with cloth disc filters.

c. Final Clarification:

(1) Replace existing final clarifier equipment in-kind.
(2) Convert existing final clarifiers to excess flow clarifiers and construct two new circular final clarifiers.

d. Influent Pumping:

(1) Replace existing raw sewage pumps in-kind.
(2) Replace existing raw sewage pumps with larger capacity pumps.

e. Dewatering Equipment:

(1) Replace existing belt filter press in-kind.
(2) Replace existing belt filter press with dewatering centrifuge.
(3) Replace existing belt filter press with dewatering screw press.

f. Additional equipment replacement and project components including the following:

(1) Mechanically-cleaned bar screen.

(2) Screenings wash press.

(3) Grit pump.

(4) Grit classifier.

(5) Grit blower.

(6) Aeration blowers, anticipated to be relocated to a new Blower Building.

(7) Aerobic digester blowers, anticipated to be relocated to a new Blower Building.

(8) Primary clarifier chain and flight mechanism.

(9) Aeration tank diffusers.

(10) Aerobic digester diffusers.

(11) Digested sludge pumps.

(12) Nonpotable water pump skid.

(13) Dewatering feed pump.

(14) Emergency generator.

(15) Effluent reuse station.

(16) Electrical and controls systems. It is anticipated that a new Electrical Building will be constructed to house new electrical service entrance equipment.

(17) Miscellaneous manhole repairs in the collection system. It is anticipated that approximately 250 manholes will be repaired as part of this project.

(18) Miscellaneous concrete repairs and process piping improvements in the WWTF.

(19) Miscellaneous building improvements at the existing Control Building, Dewatering Building, Equipment Building, Sand Filter Building, and Laboratory including:

(a) New plumbing and heating, ventilation, and air conditioning (HVAC) equipment.

(b) Roof replacement.

(c) Door and window replacement.

(d) Additional modifications to bring the buildings into compliance with applicable codes, including the Illinois Administration Code. Modifications will also generally conform to NFPA 820 and will include structural, HVAC, and electrical and controls modifications.

12. Perform a cost-benefit analysis of conceptual alternatives. Consider capital costs and 20-year present worth of long-term operation, maintenance, and replacement costs. Nonmonetary considerations such as reliability, flexibility, constructability, ease of operation, and impact to hydraulics will also be evaluated.

13. Summarize the alternatives evaluation in Technical Memorandum No. 2 and submit to Village for review.

14. Participate in a workshop with Village to discuss the alternative evaluations and comments related to Technical Memorandum No. 2. Village shall select alternatives for preliminary design.

15. Assist Village in obtaining geotechnical services to conduct onsite geotechnical investigations, if needed. Village shall contract directly with a geotechnical firm for all geotechnical services.

16. Assist Village in obtaining the services of a hazardous material survey contractor to perform a hazardous material, lead paint, and asbestos survey of the existing Control Building, Dewatering Building, Equipment Building, Sand Filter Building, and Laboratory. Village shall contract directly with the contractor these services.

17. Perform preliminary design of components of the Village-selected alternatives and summarize in a Basis of Design Report. It is anticipated the final Technical Memoranda Nos. 1 and 2 will be included in the Basis of Design Report and additional components will include the following:

    a. Design criteria.
    b. Preliminary process equipment information, acceptable manufacturers, and control functions.
    c. Process flow diagram and schematics.
    d. Hydraulic profile.
    e. Preliminary facility layouts.
    f. Preliminary geotechnical information.
    g. Preliminary hazardous material, asbestos, and lead paint survey information.
    h. Opinion of probable construction cost.
    i. Preliminary implementation schedule.
    j. Preliminary construction sequence.
    k. Final design scope.

18. Submit the draft Basis of Design Report to Village for review. Meet to discuss comments with Village and incorporate comments, as appropriate. Finalize and submit one electronic portable document format file to Village.

19. Participate in up to two additional in-person and up to six additional virtual meetings with Village.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided through an amendment to this Proposal or through a separate Proposal with Village.

1. Additional Site Visits and/or Meetings: Additional Village-required site visits or meetings.

2. Archaeological or Botanical Investigations: Strand will assist Village in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.

3. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.

4. Drawings and Specifications: Final design services including drawings and specifications.

5. Flood Studies: Any services involved in performing flood and floodway studies.

6. Geotechnical Engineering: Geotechnical engineering information will be provided through Village and Village's geotechnical consultant. Strand will assist Village with defining initial scope of geotechnical information that is required to allow Village to procure geotechnical engineering services.

7. 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 the project.

8. Manhole Evaluation Services: It is anticipated that any required manhole evaluation services will be provided under a separate proposal.

9. Preparation for and/or Appearance in Litigation on Behalf of Village: Any services related to litigation.

10. Revising Project Plan: Any services required to revise Village's approved Project Plan 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.

11. 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.

Compensation

Village shall compensate Strand for Services a lump sum of $389,000.

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 lump sum 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 lump sum that reflects any wage scale adjustments made.

The lump sum 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 and execution of a Village-provided agreement, which is anticipated the week of June 24, 2024. Services are scheduled for completion on February 28, 2025.

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 and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.

4. 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.

5. Provide all legal services as may be required for the development of this project.

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

7. 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.

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 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 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.

Failure to make payments to Strand is cause for termination upon two-week notice to Village.

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.

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.

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.

Remedies

Neither Strand nor Village shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Proposal. This mutual waiver is applicable, without limitation, due to either party's termination of this Proposal.

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 3319.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael G. Ott, P.E.

Troy W. Stinson, P.E.

EXHIBIT B

EPA Form 5700-49

EPA

EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Joseph M. Bunker

Typed Name and Title of Authorized Representative

Joseph M Bunker

Signature of Authorized Representative

5/31/24

Date

☐ I am unable to certify to the above statements. May explanation is attached.

STRAND ASSOCIATES®
Excellence in Engineering℠

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

May 31, 2024

Mr. Fred Braun, Director of Public Works
Village of Barrington
300 Raymond Avenue
Barrington, IL 6001

Re: Proposal for Preliminary Design Services
Wastewater Treatment Facility (WWTF) Upgrades

Dear Mr. Braun,

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing preliminary design engineering services to the Village of Barrington, Illinois (Village) for the WWTF Upgrades project.

Scope of Services

Proposed services can be described as follows.

1. Participate in a kickoff meeting with Village to review project scope; available information; project, management, operations, and maintenance goals; permitting; communication planning; and project schedule and budget and to discuss potential alternatives for evaluation. Participate in a walkthrough of the WWTF.

2. Attend two days of site visits to other wastewater facilities to observe previously installed treatment equipment.

3. Preform one topographic survey of the WWTF site. Review elevations of hydraulic features including weirs and flumes to gather information for a hydraulic evaluation of the WWTF. Communicate with utility companies, including J.U.L.I.E., to identify existing utilities prior to survey.

4. Perform a 3D laser scan of the existing Control Building, Dewatering Building, Equipment Building, Sand Filter Building, and Laboratory. Import the laser scan into Revit software to create a 3D model.

5. Document existing hydraulics at the WWTF using the information obtained during the topographic survey at the current peak hourly flow of 12 million gallons per day (mgd).

6. Review hydraulics at the WWTF for the maximum peak hourly flow capacity of the following existing WWTF components:
   a. Outfall pipe.
   b. Chlorine contact tank.
   c. Tertiary filters.
   d. Final clarifiers.
   e. Activated sludge system.

f. Primary clarifiers.
g. Grit removal.
h. Influent pumping.
i. Influent screening.
j. Site piping between each unit process listed above.

7. Use the existing process model of the WWTF to review the loading capacity of the existing WWTF by running steady-state and dynamic simulations for up to five flow and organic loading modeling conditions. Use the results of the process modeling simulations to review design flows and loadings at the WWTF. It is anticipated that the future flows and loadings summarized in the *Wastewater Treatment Plant Project Plan*, previously developed by Strand with Village, remain applicable through the useful life of the project.

8. Summarize hydraulic evaluation and process modeling results in Technical Memorandum No. 1 and submit to Village for review.

9. Participate in a workshop with Village to discuss the hydraulic evaluations and comments related to Technical Memorandum No. 1. Village shall select design peak hourly flow and organic loading for preliminary design.

10. Review existing buildings at the WWTF for conformance with applicable codes and standards, including, the Illinois Administrative Code and the National Fire Protection Association Standard for Fire Protection in Wastewater Treatment and Collection Facilities (NFPA 820).

11. Evaluate the following conceptual design alternatives.

a. Effluent disinfection:

(1) Continue gaseous chlorination and dechlorination.
(2) Replace existing chlorination disinfection facilities with ultraviolet disinfection.

b. Tertiary Filtration:

(1) Replace existing sand filters in-kind.
(2) Replace existing sand filters with cloth disc filters.

c. Final Clarification:

(1) Replace existing final clarifier equipment in-kind.
(2) Convert existing final clarifiers to excess flow clarifiers and construct two new circular final clarifiers.

d. Influent Pumping:

(1) Replace existing raw sewage pumps in-kind.
(2) Replace existing raw sewage pumps with larger capacity pumps.

e. Dewatering Equipment:

(1) Replace existing belt filter press in-kind.
(2) Replace existing belt filter press with dewatering centrifuge.
(3) Replace existing belt filter press with dewatering screw press.

f. Additional equipment replacement and project components including the following:

(1) Mechanically-cleaned bar screen.

(2) Screenings wash press.

(3) Grit pump.

(4) Grit classifier.

(5) Grit blower.

(6) Aeration blowers, anticipated to be relocated to a new Blower Building.

(7) Aerobic digester blowers, anticipated to be relocated to a new Blower Building.

(8) Primary clarifier chain and flight mechanism.

(9) Aeration tank diffusers.

(10) Aerobic digester diffusers.

(11) Digested sludge pumps.

(12) Nonpotable water pump skid.

(13) Dewatering feed pump.

(14) Emergency generator.

(15) Effluent reuse station.

(16) Electrical and controls systems. It is anticipated that a new Electrical Building will be constructed to house new electrical service entrance equipment.

(17) Miscellaneous manhole repairs in the collection system. It is anticipated that approximately 250 manholes will be repaired as part of this project.

(18) Miscellaneous concrete repairs and process piping improvements in the WWTF.

(19) Miscellaneous building improvements at the existing Control Building, Dewatering Building, Equipment Building, Sand Filter Building, and Laboratory including:

(a) New plumbing and heating, ventilation, and air conditioning (HVAC) equipment.

(b) Roof replacement.

(c) Door and window replacement.

(d) Additional modifications to bring the buildings into compliance with applicable codes, including the Illinois Administration Code. Modifications will also generally conform to NFPA 820 and will include structural, HVAC, and electrical and controls modifications.

12. Perform a cost-benefit analysis of conceptual alternatives. Consider capital costs and 20-year present worth of long-term operation, maintenance, and replacement costs. Nonmonetary considerations such as reliability, flexibility, constructability, ease of operation, and impact to hydraulics will also be evaluated.

13. Summarize the alternatives evaluation in Technical Memorandum No. 2 and submit to Village for review.

14. Participate in a workshop with Village to discuss the alternative evaluations and comments related to Technical Memorandum No. 2. Village shall select alternatives for preliminary design.

15. Assist Village in obtaining geotechnical services to conduct onsite geotechnical investigations, if needed. Village shall contract directly with a geotechnical firm for all geotechnical services.

16. Assist Village in obtaining the services of a hazardous material survey contractor to perform a hazardous material, lead paint, and asbestos survey of the existing Control Building, Dewatering Building, Equipment Building, Sand Filter Building, and Laboratory. Village shall contract directly with the contractor these services.

17. Perform preliminary design of components of the Village-selected alternatives and summarize in a Basis of Design Report. It is anticipated the final Technical Memoranda Nos. 1 and 2 will be included in the Basis of Design Report and additional components will include the following:

    a. Design criteria.
    b. Preliminary process equipment information, acceptable manufacturers, and control functions.
    c. Process flow diagram and schematics.
    d. Hydraulic profile.
    e. Preliminary facility layouts.
    f. Preliminary geotechnical information.
    g. Preliminary hazardous material, asbestos, and lead paint survey information.
    h. Opinion of probable construction cost.
    i. Preliminary implementation schedule.
    j. Preliminary construction sequence.
    k. Final design scope.

18. Submit the draft Basis of Design Report to Village for review. Meet to discuss comments with Village and incorporate comments, as appropriate. Finalize and submit one electronic portable document format file to Village.

19. Participate in up to two additional in-person and up to six additional virtual meetings with Village.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided through an amendment to this Proposal or through a separate Proposal with Village.

1. Additional Site Visits and/or Meetings: Additional Village-required site visits or meetings.

2. Archaeological or Botanical Investigations: Strand will assist Village in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.

3. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.

4. Drawings and Specifications: Final design services including drawings and specifications.

5. Flood Studies: Any services involved in performing flood and floodway studies.

6. Geotechnical Engineering: Geotechnical engineering information will be provided through Village and Village's geotechnical consultant. Strand will assist Village with defining initial scope of geotechnical information that is required to allow Village to procure geotechnical engineering services.

7. 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 the project.

8. Manhole Evaluation Services: It is anticipated that any required manhole evaluation services will be provided under a separate proposal.

9. Preparation for and/or Appearance in Litigation on Behalf of Village: Any services related to litigation.

10. Revising Project Plan: Any services required to revise Village's approved Project Plan 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.

11. 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.

Compensation

Village shall compensate Strand for Services a lump sum of $389,000.

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 lump sum 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 lump sum that reflects any wage scale adjustments made.

The lump sum 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 and execution of a Village-provided agreement, which is anticipated the week of June 24, 2024. Services are scheduled for completion on February 28, 2025.

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 and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.

4. 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.

5. Provide all legal services as may be required for the development of this project.

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

7. 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.

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 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 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.

Failure to make payments to Strand is cause for termination upon two-week notice to Village.

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.

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.

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.

Remedies

Neither Strand nor Village shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Proposal. This mutual waiver is applicable, without limitation, due to either party's termination of this Proposal.

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 3319.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael G. Ott, P.E.

Troy W. Stinson, P.E.

EPA

EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Joseph M. Bunker

Typed Name and Title of Authorized Representative

Joseph M Bunker 5/31/24

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. May explanation is attached.