



Strand Associates, Inc.[®]
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March 13, 2013

Village of Glencoe
675 Village Court
Glencoe, IL 60022

Attention: Mr. David Mau, P.E., Director of Public Works

Re: Agreement for Engineering Services
Water System Facilities Review

This is an Agreement between the Village of Glencoe, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Engineering Services (Services) for the Water System Facilities Review project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Preliminary Engineering Analysis Services

1. Attend one initial meeting with OWNER to review the Scope of Services and the system, observe current conditions, and exchange data with OWNER.
2. Perform a system capacity analysis to develop projected future demands and pumping capacities associated with OWNER's water system.
3. Evaluate the anticipated scope of work based on the system capacity analysis and develop preliminary opinions of probable cost associated with rehabilitation of the existing plant processes and general building improvements while maintaining water supply and treatment operations.
4. Evaluate the anticipated scope of work based on the system capacity analysis and develop preliminary opinions of probable cost associated with construction of a new water treatment plant while maintaining supply and treatment operations using the existing plant.
5. Prepare and submit a draft report summarizing the findings.
6. Meet with OWNER to discuss the draft report and collect comments.
7. Prepare a final report and submit to OWNER.

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General Engineering Consulting Services Related to OWNER's Agreement with Northwest Water Commission (NWC)

1. Provide up to 100 hours of assistance for the following services related to a possible NWC water supply via the Village of Glencoe.
 - a. Analyze and assist in development of feasible alternatives and cost opinions.
 - b. Review and comment on technical reports and cost opinions prepared by others.
 - c. Evaluate long-term and short-term cost sharing opportunities.
 - d. Attend and provide technical assistance during meetings and discussions.
2. Prepare correspondence and technical documents.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will 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 Agreement.
2. Additional General Engineering Consulting Services Related to Agreement with NWC: Additional services of this type provided by ENGINEER above the hours stated in the **Scope of Services** will be provided through an amendment to this Agreement.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
6. Geotechnical Engineering: It is anticipated that geotechnical engineering information will be provided through OWNER and OWNER's geotechnical consultant. If soil borings are required, ENGINEER will assist OWNER in direct procurement of drilling services.

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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, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
8. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
11. 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 Agreement.
12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
13. 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 agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Preliminary Engineering Analysis Services on an hourly rate basis plus expenses an estimated fee of \$34,000.

OWNER shall compensate ENGINEER for General Engineering Consulting Services Related to Agreement with NWC on an hourly rate basis plus expenses an estimated fee of \$16,000.

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 10 percent.

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Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement 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 assumes 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 OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Preliminary Engineering Analysis Services will begin upon execution of this Agreement, which is anticipated on March 21, 2013. These Services are scheduled for completion on June 30, 2013.

General Engineering Consulting Services Related to Agreement with NWC will begin March 21, 2013. These Services are scheduled for completion on August 31, 2013.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

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5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER 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 Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

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Extension of Services

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

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly statements. OWNER agrees to pay each invoice within 35 days of receipt.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a 30-day written notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

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IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF GLENCOE

Matthew S. Richards
Corporate Secretary

Date

Paul M. Harlow
Village Manager

Date

Preliminary Engineering Analysis and NWC Services
 Village of Glencoe
 Engineering Budget Estimate
 Estimated Rates 7/1/2011 - 6/30/2012

14-Mar-13

Task Description	PRINC Rate	Water Department				Wendt	Structural KJL	Electrical AJ Hayes	HVAC Sales	SCRTRY \$76.13	CMPTR \$15.00	Expenses	MANHOUR TOTAL	TOTAL COST
		MGO	CJU	BLH										
1 Contracts	2		2						2	4	\$100.00	6	\$1,014	
2 Kick Off Meeting			6	6					2	4	\$150.00	14	\$2,019	
3 System Capacity Analysis			4	1	24				2	24	\$100.00	31	\$3,396	
4 Alternative 1 - Existing Plant Rehab		4		16	16	24	16	16	8	24	\$150.00	100	\$10,561	
5 Alternative 2 - New Plant		4		12	16	4	4	4	8	24	\$150.00	52	\$5,848	
6 Draft Report		4	6	6	16				8	28	\$200.00	40	\$5,006	
7 Review Meeting			4	4	2				2	2	\$150.00	12	\$1,607	
8 Final Report		4	4	6	16				8	20	\$200.00	38	\$4,581	
	PRINC	MGO	CJU	BLH	Wendt	KJL	AJ Hayes	Sales	SCRTRY	CMPTR	Expenses	TOTAL		
Total Hours	2	16	26	51	90	28	20	20	40	130		293		
Base Rate	\$198.26	\$188.65	\$152.61	\$123.44	\$85.40	\$104.81	\$87.02	\$89.91	\$76.13	\$15.00				
Total	\$397	\$3,018	\$3,968	\$6,295	\$7,686	\$2,935	\$1,740	\$1,798	\$3,045	\$1,950	\$1,200	\$34,033	\$34,033	

Task Description	PRINC Rate	Water Department				Wendt	Structural KJL	Electrical AJ Hayes	HVAC Sales	SCRTRY \$76.13	CMPTR \$15.00	Expenses	MANHOUR TOTAL	TOTAL COST
		MGO	CJU	BLH										
1 Contracts	2	4	4	4					2	4	\$300.00	16	\$2,768	
2 Research and Meetings		16	40	20					8	24	\$600.00	84	\$13,161	
	PRINC	MGO	CJU	BLH	Wendt	0	0	0	SCRTRY	CMPTR	Expenses	TOTAL		
Total Hours	2	20	44	24	0	0	0	0	10	28		100		
Base Rate	\$198.26	\$188.65	\$152.61	\$123.44	\$85.40	\$0.00	\$0.00	\$0.00	\$76.13	\$15.00				
Total	\$397	\$3,773	\$6,715	\$2,962	\$0	\$0	\$0	\$0	\$761	\$420	\$900	\$15,928	\$15,928	