



# Agenda Item Executive Summary

Item Name Bittersweet Wastewater Treatment Plant Improvements Design Services Proposal Committee or Board Board

BUDGET IMPACT			
Amount:	\$1,727,500	Budgeted	1,800,000
List what fund	Sewer Fund		
EXECUTIVE SUMMARY			
<p>Attached please find a design services proposal from Strand Associates for the Bittersweet Wastewater Treatment Plant (WWTP) Improvements. This includes design services for the entire WWTP improvements that are proposed in the facility plan and the minor adjustments necessary to include the Devon Excess Flow force main. Strand Associates completed the facility plan update for the wastewater treatment plant and performed well with Village staff.</p> <p>Based upon staff selection and previous project experience, I recommend that the Wastewater Treatment Plant Improvements design services be awarded to Strand Associates, Inc. in the amount of \$1,727,500.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Strand Proposal, Resolution & Agreement			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2019-\_\_\_\_\_, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Strand Associates, Inc. for the Bittersweet Wastewater Treatment Plant Improvements Design Services.

Staff: Dan Dinges, Director of Public Works Date: 09/6/19

# Memo

DATE: September 6, 2019

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Bittersweet Wastewater Treatment Plant Improvements Design Services Proposal

Attached please find a design services proposal from Strand Associates for the Bittersweet Wastewater Treatment Plant (WWTP) Improvements. This includes design services for the entire WWTP improvements that are proposed in the facility plan and the minor adjustments necessary to include the Devon Excess Flow force main. Strand Associates completed the facility plan update for the wastewater treatment plant and performed well with Village staff.

Based upon staff selection and previous project experience, I recommend that the Wastewater Treatment Plant Improvements design services be awarded to Strand Associates, Inc. in the amount of \$1,727,500.

**MOTION:** I move to approve Resolution 2019-\_\_\_\_\_, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Strand Associates, Inc. for the Bittersweet Wastewater Treatment Plant Improvements Design Services.



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

September 4, 2019

Mr. Dan Dinges, P.E.  
Director of Public Works  
Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103

Re: Design Services Proposal – Bittersweet Wastewater Treatment Plant Improvements

Dear Mr. Dinges:

We at Strand Associates, Inc.® are pleased to submit our proposal to provide design services for the Village of Bartlett – Wastewater Treatment Plant Improvements project. This includes design of the following components:

- Addition of a new Preliminary Treatment Building housing two new mechanical screens, screenings wash press, and grit washer.
- Addition of a new stacked-tray vortex grit removal system.
- Replacement of equipment in the primary clarifiers, aeration tanks, and final clarifiers.
- Replacement of existing aeration blowers with new, energy-efficient blowers.
- Addition of a new biological and chemical phosphorus removal facilities.
- Replacement of sand filtration with cloth disc filtration.
- Replacement of chlorine disinfection of with ultraviolet light disinfection.
- Improvement of the existing excess flow treatment facilities.
- Effluent pipe replacement.
- Addition of new covers and aeration equipment for the existing aerobic digestion tanks and a new Aerobic Digester Blower Building.
- Upgrade of the main switchgear and Supervisory Control and Data Acquisition (SCADA) system, and replacement of site lighting, underground conduit, and wiring.
- Improvement of miscellaneous items, including an addition to the existing maintenance garage, new non-potable water system and new roll-up door, auger, and monorail for existing centrifuge.

The recommended improvements were generally identified as Alternatives S2, G2, PS1, EF1 and D3 in the *June 2017 Wastewater Facilities Plan Report* prepared by our firm.

We were selected after interviews as the most qualified firm to complete the facilities plan, and we are the most qualified engineering firm to continue with this project because of our familiarity with the completed facilities plan and our extensive experience with wastewater treatment plant design. We have designed and administered the construction of more than 300 wastewater treatment plants. The Village is generally aware of our other related Illinois and Midwest design experience. We will provide design continuity because of our first-hand knowledge of the details of the facilities plan.

## Background

- **Design Services**

We initiate design services with a Project Design Memorandum. This memorandum identifies the project team labor schedule (e.g., process, structural, electrical, HVAC); internal resource requirements, such as CADD and clerical assistance; detailed schedule of deliverables to the Village,

Mr. Dan Dinges, Director of Public Works  
Village of Bartlett  
Page 2  
September 4, 2019

such as drawings and specifications for review; schedule for quality control reviews; regulatory agency permit and deadline requirements; and the process equipment proposed for use on the project. The memorandum also identifies outside resources required, such as soil borings, a geotechnical report, and an environmental site assessment.

Design services will begin with a request for Village information that we do not possess, such as record drawings, specifications for existing work, copies of operation and maintenance (O&M) manuals, and any shop drawings from previous construction. This information can be delivered to us at the project kickoff meeting, which is our first scheduled meeting with the Village. A detailed design schedule will be reviewed at the kickoff meeting and engineers from other disciplines on our design team will tour the facility to increase their familiarity with existing equipment and operation. The equipment list identified in the Project Design Memorandum will be reviewed with the Village for concurrence. A design-level site survey will be completed.

Following the kickoff meeting, we will check the proposed future treatment plant hydraulic profile and preliminarily locate new structures. After new structures are located, we will prepare a solicitation including the required technical information for the Village to obtain quotations for soil borings and a foundation soils report. The Village will contract directly with a soils engineering company and arrange for a copy of its report to be delivered to us.

We will begin working with the Village to identify preferences for materials and component parts to be specified for the improvements while the soils engineering report is being prepared. These preferences include process and utility pipe materials of construction; valve and gate manufacturers; field instrumentation, motor controls, starters, and drives; SCADA software; heating and ventilating equipment manufacturers; doors and door hardware; windows; and paints and coatings.

Also during this period, process equipment will be sized and requests will be made to equipment manufacturers for quotations and design-level information. It is appropriate at this time to make field trips to observe operating installations as an aid in determining Village preferences for equipment, controls, operating requirements, and costs. Following the selection of preferred equipment manufacturers, final structure sizes and general arrangements will be proposed for Village review, comment, and approval.

After receipt of the soils engineering report, structure locations will be finalized and structural design and design detailing will begin. During this period, repeated reviews with Village representatives will be completed to obtain and incorporate feedback on design and specification details. Review of drawings is scheduled to enable the Village adequate review time. Also, Village input will be requested at this time regarding the bonding and insurance requirements for potential bidders for the improvements. We will prepare a document for review and comment by the Village's legal and insurance advisors and incorporate their advice in the final bid documents for the project. During the design process, we will complete technical quality control checks at the 30, 60, and 90 percent complete points. We will project construction costs at the 60 and 90 percent complete points, with the 90 percent complete cost projection employing detailed quantity takeoffs for equipment, concrete, piping, and other construction materials.

Completed drawings and specifications will be submitted to the Illinois Environmental Protection Agency (IEPA) for its review. The application for the Revolving Loan can be submitted to IEPA any time after the drawings and specifications are submitted for review. We will help complete the major parts of the loan application document and prepare the IEPA construction permit application that is

Mr. Dan Dinges, Director of Public Works  
Village of Bartlett  
Page 3  
September 4, 2019

submitted with the drawings and specifications. Our proposed Scope of Services, schedule, and compensation are summarized in the following paragraphs.

### **Scope of Services**

A specific Scope of Services follows:

- **WWTP Miscellaneous Design Services**
  - Prepare and submit the IEPA Loan Pre-application.
  - Assist the Village in preparing and submitting a financial aid application for the Illinois Water Pollution Control Revolving Loan Fund and communicate with IEPA funding staff.
  - Assist the Village in preparing and submitting grant applications for energy grant funding through both ComEd's Energy Efficiency Custom Incentive Program and IEPA's Office of Energy Wastewater Treatment Plant Energy Efficiency Grant program.
  - Assist the Village in obtaining the services of a geotechnical engineering firm for soils borings and geotechnical recommendations for construction at the site. Services include assisting the Village in developing a request for proposal for the work. The Village will contract directly with the geotechnical engineering firm. (The budgetary cost is projected to be around \$15,000 to \$20,000 for the services of a geotechnical consultant).
  - Assist in obtaining IEPA and Village of Bartlett Stormwater and Erosion Control Permitting associated with construction of the wastewater treatment plant improvements. Based on a cursory review of available mapping, it does not appear the project will result in floodplain or wetland impacts. If floodplain or wetland impacts are identified, design services related to floodplain or wetland impacts are not included in the proposed fee.
- **Design Services**
  - Review the design objectives, schedule, and anticipated costs during a kickoff meeting with the Village at the onset of the design effort.
  - Conduct a design-level site survey to gather site and field measurements to obtain topographic information necessary for this project.
  - Further develop schematic and spatial design for preliminary processes recommended in the facilities plan, including more detailed schematics, site and building layout drawings, and hydraulic calculations.
  - Design the various treatment processes and support systems, including process, hydraulic, structural, electrical, and mechanical elements. This effort will include finalization of calculations required to design the components.
  - Prepare layouts of the site and each new or modified structure.
  - Review layout, equipment selection, and proposed facilities in a meeting with the Village at approximately 15 percent completion. This meeting will be held to finalize the design parameters.
  - Prepare Contract Documents, drawings, and specifications to permit the project to be competitively bid and then awarded as a single prime construction contract.
  - Meet with the Village to obtain input and concurrence with the design. Attend four additional review meetings that will generally be held at 30, 60, 90, and 100 percent drawing completion.
  - Prepare an opinion of probable construction cost based on the final Contract Documents.

Mr. Dan Dinges, Director of Public Works  
 Village of Bartlett  
 Page 4  
 September 4, 2019

- Submit three copies of the final Contract Documents to the Village for review and comment.
- Prepare and assist the Village in submitting the application for a construction permit required by IEPA and submit the drawings and specifications to IEPA.
- Incorporate comments from the Village and IEPA. Submit three copies of the revised Contract Documents to the Village and IEPA.

### Schedule

With the Village's authorization to proceed (signing of agreement on or about September 17, 2019), we anticipate submitting the drawings and specifications to IEPA by August 31, 2020. The actual completion date of design services will depend on Village and agency schedule and review time requirements.

### Compensation

Miscellaneous and Design Services are proposed on a lump-sum fee basis, to be billed monthly in proportion to the engineering services completed.

Task	Compensation
IEPA Loan Application Assistance	\$7,500
ComEd and IEPA Energy Grant Funding Application Assistance	\$5,000
IEPA and Village of Bartlett Stormwater/Erosion Control Permitting	\$17,500
Assistance in Obtaining Geotechnical Assessment Services	\$2,500
Design Services	\$1,695,000
<b>Total</b>	<b>\$1,727,500</b>

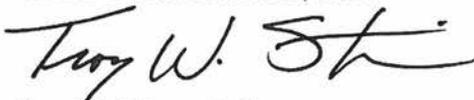
### Project Team

We propose no subconsultants. Providing all design engineering services with in-house staff improves project coordination, quality, and efficiency. Our staff of approximately 435 includes the necessary technical disciplines to provide a complete design of the Village's wastewater treatment facility improvements.

If this proposal is acceptable, we will send a draft engineering agreement for consideration. Thank you for this opportunity to provide the Village of Bartlett with continuing service. It has been a pleasure working with the Village and we look forward to a successful project.

Sincerely,

STRAND ASSOCIATES, INC.®



Troy W. Stinson, P.E.  
 Senior Associate

P181.182/TWS:mah

**RESOLUTION 2019 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE ENGINEERING SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT  
AND STRAND ASSOCIATES, INC.**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Engineering Services Agreement dated September 4, 2019 for the Bittersweet Wastewater Treatment Plant Improvements (the "Project Work") in the amount of \$1,727,500, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Strand Associates subject to the terms and conditions of the defined Agreement.

**SECTION TWO:** that the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** September 17, 2019

**APPROVED:** September 17, 2019

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

### **C E R T I F I C A T I O N**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019 - \_\_\_\_\_ enacted on September 17, 2019 and approved on September 17, 2019 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



Strand Associates, Inc.<sup>®</sup>

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

September 11, 2019

Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103

Attention: Mr. Dan Dinges, P.E., Director of Public Works

Re: Agreement for General Services  
Bittersweet Wastewater Treatment Plant Improvements

This is an Agreement between the Village of Bartlett, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Bittersweet Wastewater Treatment Plant (WWTP) Improvements project. This Agreement shall be in accordance with the following elements.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

#### Design Services

1. Review design objectives, schedule, and anticipated construction costs during a kickoff meeting.
2. Conduct a topographic survey of the existing WWTP site to gather information for the preparation of the bidding documents.
3. Develop the schematic and spatial design for the improvements identified in OWNER's Wastewater Facilities Plan Report dated June 2017, prepared by ENGINEER, including more detailed schematics, site and building layout drawings, and hydraulic calculations. These improvements were identified as Alternatives S2, G2, PS1, EF1, and D3 in the report. Design the following elements:
  - a. Preliminary Treatment Building housing two new mechanical screens, screenings wash press, and grit washer.
  - b. A new stacked-tray vortex grit removal system.
  - c. Replacement of equipment in the primary clarifiers, aeration tanks, and final clarifiers.
  - d. Replacement of existing aeration blowers with new, energy efficient blowers.
  - e. New biological and chemical phosphorus removal facilities.
  - f. Replacement of sand filtration with cloth disc filtration.
  - g. Replacement of chlorine disinfection with ultraviolet light disinfection.
  - h. Improvements to the existing excess flow treatment facilities.
  - i. New covers and aeration equipment for the existing aerobic digestion tanks and a new Aerobic Digester Blower Building.

Village of Bartlett  
 Page 2  
 September 11, 2019

- j. Upgrades to main switchgear, Supervisory Control and Data Acquisition (SCADA) upgrades, replacement of site lighting, underground conduit, and wiring.
  - k. Miscellaneous improvements, including an addition to the existing maintenance garage, new non-potable water system and new roll-up door, auger, and monorail for existing centrifuge.
4. Design the various treatment processes and support systems, including process, hydraulic, structural, electrical, control, and mechanical elements for the elements identified in Item No. 3.
  5. Prepare layouts of the site and each new or modified structure.
  6. Attend an approximately 15 percent complete design review meeting with OWNER to finalize design parameters and to review site layout, equipment selection, and proposed facilities.
  7. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings to permit the entire project to be competitively bid as a single prime construction contract.
  8. Attend an approximately 30 percent complete design review meeting with OWNER to review site layout, equipment selection, and proposed facilities.
  9. Prepare an updated opinion of probable construction cost based on the Bidding Documents. Attend a 60 percent design review meeting with OWNER to obtain input and concurrence with the design and incorporate OWNER's comments as appropriate.
  10. Prepare an updated opinion of probable construction cost based on the Bidding Documents. Attend a 90 percent design review meeting with OWNER to obtain input and concurrence with the design and incorporate OWNER's comments as appropriate.
  11. Submit up to three hard copies and an electronic copy in portable document format of the final Bidding Documents to OWNER for review and comment.
  12. Prepare an updated opinion of probable construction cost based on the final Bidding Documents. Attend a 100 percent design review meeting with OWNER to obtain input and concurrence with the design and incorporate OWNER's comments as appropriate.
  13. Prepare and assist OWNER in submitting the application for the construction permit required by the Illinois Environmental Protection Agency (IEPA). Submit drawings and specifications to IEPA for approval.
  14. Prepare and assist OWNER in submitting an application for other applicable local and state permits as necessary, or specify the requirements for the contractor to obtain such permits if appropriate.
  15. Incorporate OWNER and IEPA review comments, as appropriate, into the Bidding Documents. Submit up to three paper copies and an electronic copy in portable document format of the final Bidding Documents to OWNER

#### Miscellaneous Design Services

1. Assist OWNER in obtaining geotechnical services to conduct geotechnical investigations and provide geotechnical recommendations for construction at the existing WWTP site. OWNER shall contract directly with a geotechnical engineering firm for all geotechnical services required.

Village of Bartlett  
 Page 3  
 September 11, 2019

2. Assist OWNER in obtaining IEPA, DuPage County, and Village of Bartlett Stormwater and Erosion Control Permitting associated with construction at the WWTP site which, based on a cursory review of available mapping, does not appear will result in floodplain or wetland impacts.
3. Assist OWNER in preparing and submitting the application for an IEPA Water Pollution Control Loan Program loan and communicate with IEPA funding staff.
4. Assist OWNER with grant applications for the Commonwealth Edison Energy Efficiency Program and IEPA's Office of Energy Wastewater Treatment Plant Energy Efficiency Program.

#### **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 Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. 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.
3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
4. 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.
5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
6. 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.
7. 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.
8. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse 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.
9. 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.

Village of Bartlett  
Page 4  
September 11, 2019

10. 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.
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. 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 Services a lump sum of \$1,727,500.

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 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 OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of September 16, 2019. Services are scheduled for completion on August 30, 2020.

### **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.

Village of Bartlett  
Page 5  
September 11, 2019

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.
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.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Pay all permit and plan review fees payable to regulatory agencies.

#### **Audit, Access to Records**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SE.C.365.630, SUBTITLE C, books, records, documents, and other evidence directly pertinent to performance of Water Pollution Control Loan Program (WPCLP) loan services under this Agreement shall be maintained in accordance with generally accepted accounting principles. The Agency or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

All information and reports resulting from access to records shall be disclosed to the Agency. The auditing agency shall afford ENGINEER 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.

Records shall be maintained and made available during performance of Services under this Agreement for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) litigation, the settlement of claims arising out of such 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.

#### **Covenant Against Contingent Fees**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SE.C.365.630, SUBTITLE C, ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **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.

Village of Bartlett  
Page 6  
September 11, 2019

### **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 IEPA 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.

### **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 invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in 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 two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Village of Bartlett  
 Page 7  
 September 11, 2019

### **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.

### **Terms and Conditions**

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

### **Utilization of Women and Minority Businesses**

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of these services. ENGINEER will carry out applicable requirements of 40 CFR Part 33 in the award and administration of services awarded under the WPCLP. Failure by ENGINEER to carry out these requirements is a material breach of this agreement which may result in the termination or other legally available remedies.

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the WPCLP rules. As required by the award conditions of the United States Environmental Protection Agency's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are 5 percent for minority business enterprises and 12 percent for women's business enterprises.

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

See attached Certification (EPA Form 5700-49).

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

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF BARTLETT

\_\_\_\_\_  
 Joseph M. Bunker  
 Corporate Secretary

Date

\_\_\_\_\_  
 Kevin Wallace  
 Village President

Date



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, Corporate Secretary**

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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