

AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services (“Agreement”) made this 28th day of August, 2023, between the Village of Homer Glen, an Illinois Municipal Corporation, (“Village”), and Strand Associates, Inc. (“Consultant”).

WHEREAS, the Village has sought proposals from prospective service providers to provide engineering services; and

WHEREAS, the Village and Consultant desire to enter into this Agreement in order to set forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties as follows:

1. Services Provided. Consultant shall provide and perform general engineering services on an as needed basis. Generally, the services will include, but not be limited to the following:

- Review of engineering plans, specifications, calculations and other supporting documentation for compliance with current Village Code, Illinois Department of Transportation Standard Specifications for Road and Bridge Construction in Illinois, Sewer and Water;
- Pump station / sewer lift station design;
- Reservoir design;
- Pipeline design (water/wastewater/recycled water)
- Engineering support services during construction including reviewing the Consultant’s material submittals, responding to RFIs, reviewing the Consultant’s change order requests, and pump station start up assistance.
- Condition assessment services for existing water/wastewater/recycled water facilities and pipelines.
- Mapping, computer-aided drafting, and geographic information systems.
- Special studies for water/wastewater/recycled water projects. Specifically, discuss experience conducting wastewater characterization studies, pump energy assessments, feasibility studies, risk analysis, value engineering studies, development-specific sub-area master plans, water supply assessment studies satisfying SB 610 and SB 221, and fee and structure studies.
- Cost estimation.
- Electrical and instrumentation design.
- Plan check of developer-submitted design drawings. Services may also include plan checks of onsite recycled water design drawings and coordination and approval

The services shall be performed in accordance with the Standard of Care which is defined as the care and skill used by members of Consultant’s profession practicing under similar circumstances at the same time and locality and in a workmanlike manner that shall comply with all applicable

Federal and State of Illinois laws, county and municipal codes, ordinances, rules and regulations that in any manner affects the services to be provided. The Village will assign specific projects to the Consultant on an as needed basis.

2. Term. This Agreement shall commence on August 28, 2023 and terminate August 28, 2026.

3. Payment. The Village shall pay Consultant the agreed upon hourly rates (Exhibit A) for the services provided. The Consultant shall submit invoices for payment at the address set below. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 55 ILCS 505/1, et. seq.

4. Ownership. Any deliverables made available to the Village as part of the Services rendered herein by Consultant, including all software and programming (the "Deliverables"), shall become the exclusive property of the Village. The Village's re-use of any Deliverables shall be at the Village's sole risk and without liability to the Consultant.

5. Indemnification. Consultant shall indemnify and hold harmless the Village, its officers, employees, and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Consultant or anyone directly or indirectly employed by Consultant or anyone for whose acts it may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. Consultant shall also protect, indemnify and hold and save harmless the Village, its officers, employees, and agents against and from any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable legal fees incurred by reason of Consultant negligence of any of its obligations under, or default of, any provision of this Agreement.

6. Insurance. Consultant shall provide the insurance coverage set forth below, and deliver to Village certificates of insurance upon request:

A. Commercial General and Umbrella Liability Insurance (CGL):

- (i) \$1 million per occurrence
- (ii) \$2 million aggregate

B. Professional Liability Insurance

- (i) \$1 million per claim

(ii) \$1 million annual aggregate

C. Auto Liability

(i) \$1 million per occurrence Combined Single Limit or

(ii) \$1 million bodily injury per occurrence

(ii) \$500,000 property damage

All applicable Certificates of Insurance shall include the Village of Homer Glen as additional named insured, as well as the Village's officers, agents, and employees.

7. Relationship of the Parties. Consultant is and shall remain an independent Consultant. Nothing contained in this Agreement shall be construed to create an agency, employment relationship, or partnership between the parties. Consultant shall not, at any time, directly or indirectly, act as an agent, servant, or employee of the Village, nor shall it make any commitments or incur any liabilities on behalf of the Village without its express written consent. Consultant shall be responsible for: (a) the supervision, control, compensation, and health and safety of its own personnel; (b) the payment of all federal, state, and local taxes and all appropriate deductions or withholdings; (c) the payment or provision of any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; and (d) obtaining any applicable business or other commercial licenses.

8. Confidentiality. Consultant agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Consultant agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the written consent of the Village. Consultant further agrees to keep as confidential any information belonging or relating to the Village which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Consultant acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the Village to produce certain records that may be in the possession of Consultant. Consultant shall comply with the record retention and documentation requirements of the Local Records Act, 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Consultant was, in fact, the Village). Consultant shall review its records promptly and produce to the Village within ten (10) business days of contact from the Village the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Consultant may request the Village to extend the time do so, and the Village will, if time and a basis for extension under the Act permits, consider such extensions.

9. No Assignment. Neither this Agreement, nor any of the rights and obligations

arising under this Agreement, may be assigned by either party without the written consent of the other party.

10. Subcontracting. Consultant shall not be permitted to subcontract these services to another service provider. All services shall be performed by Consultant.

11. Entire Agreement. Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that this entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modifications or waiver is sought to be enforced.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois. The Village and Consultant agree to submit to the jurisdiction of, and agree that venue is proper in, said court in any such legal action or proceeding.

13. Attorney's Fees. If litigation arises pursuant to this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party.

14. Notice. Any notice required by this Agreement shall be sent by certified mail, return receipt requested, with sufficient postage attached thereto, and shall be deemed given on the date of receipt and shall be sent as follows:

Notice to the Village shall be addressed as follows:

Village of Homer Glen
Attention: Brett Westcott P.E., Village Engineer
14240 W. 151st Street
Homer Glen, IL 60491

Notice to Consultant shall be addressed as follows:

Strand Associates, Inc.
Attention: Anthony Spinelli, P.E., CFM
1170 South Houbolt Road
Joliet, IL 60431

15. Severability: In the event that any Court of competent jurisdiction finds or declares any word, phrase, clause, sentence, paragraph, provision or section of this Agreement to be void or unconstitutional, the remaining provisions of this Agreement shall continue in full force and effect.

{signature page follows}

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the date first above written.

VILLAGE OF HOMER GLEN,
an Illinois municipal corporation

By:  _____

Title:

Strand Associates, Inc.

By:  _____

Title: *Corporate Secretary*

EXHIBIT A



Proposed Scope and Fee

Experienced Teams and Effective Project Management Result in Cost-Effective, Quality Engineering and Value for the Village's Projects

We recognize how important it is for clients to be aware of the costs and impacts to their budgets, and we are flexible and wish to establish a system that is effective for the Village. We provide clients with detailed tasks, hours, and fee budgets prior to starting a project. We have also provided services to municipal clients on a retainer basis with a limiting monthly fee to cover day-to-day assistance on minor engineering-related issues, as requested by the client.

We also pay particular attention to the structure of our project team. The project team manhours for each project typically consist of the following range of manhours spent on the project:

- Project Engineers perform most tasks, typically 40 to 80 percent, with senior staff providing expert assistance where needed.
- Engineering Technicians perform 20 to 30 percent of the tasks.
- Project Managers perform around 10 percent or less.
- Support staff make up the remaining effort.

We provide monthly invoices for each individual project, explaining the hours spent by staff providing services on the project as well as providing a report of the tasks performed. This is particularly important for services provided under a retainer because it gives the client an account of the services performed.

Following is a range of standard direct hourly rates by staff classification.

Staff Classification	Hourly Billing Rates
Principal Engineers	\$327 to \$391
Senior Project Managers	\$217 to \$331
Project Managers	\$127 to \$223
Project Engineers and Scientists	\$99 to \$161
Engineering Technicians and Draftspersons	\$55 to \$185
Administrative	\$113 Average

We bill expenses incurred, such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long-distance telephone calls, at actual cost plus 10 percent.

The organizational chart in the *Company and Personnel Qualifications* section indicates the staff members, along with their job classifications, who will be considered part of the teams and who will provide services on a regular basis to the Village. We adjust rates each July 1.

Minimum Time Rate

Our contracts do not include a minimum time rate. We only charge for services rendered.

Overtime Pay

We do not charge overtime rates for services rendered.

Holidays

We do not conduct business on the following holidays: New Year's Day, Good Friday afternoon, Memorial Day, Independence Day, Labor Day Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day.

Our project teams are not developed strictly on staff available, but also on what the Village's needs are, so we can provide competitive fees.

Each project for the Village will be staffed appropriately for effective management of the budget.