

ITEM RES 2015-6038

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
2/3/2015

SUBJECT:	SUBMITTED BY:
Agreement for Professional Services for Funding Assistance for IEPA's Public Water Supply Loan Program	Judy Buttny Finance Director

SYNOPSIS

A resolution is requested to enter into a professional services agreement for Funding Assistance for the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program (PWSLP) with Strand Associates of Joliet, Illinois in the not-to-exceed amount of \$30,400.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011-2018 include *Steward of Financial and Environmental Sustainability* and *Top Quality Infrastructure*.

FISCAL IMPACT

The 2015 Budget includes a debt issuance of \$10 million in the Water Fund. This expense was not budgeted. However sufficient funds are available in the Water Fund for this expenditure. Using this loan program in lieu of issuing bonds could save the Village approximately \$1 million over the life of the loan.

Since the timeline for the PWSLP loan process will provide funding for 2016 projects, the Village will still need to bond for \$5 million to fund 2015 capital projects in the Water Fund. When issuing these bonds, staff will also look for opportunities to refund existing debt service to capture savings.

RECOMMENDATION

Approval on the February 3, 2015 consent agenda.

BACKGROUND

Included in the 2015 budget is a debt issuance of \$10 million for water projects. The State Revolving Fund (SRF) program may be an alternative to issuing bonds. The PWSLP is a SRF program administered by the IEPA. 80% of funds in this program are federally funded. This program provides low interest loans for drinking water projects for twenty-year payment terms. Interest rates are set annually. The rate for loans executed between October 1, 2014 and September 30, 2015 is 2.21%. Current interest rates for issuing 20 year bonds with the Village's AAA rating are 2.68%; this will save the Village \$1million over the life of the loan.

Staff talked to communities that have received loans through this program and were advised to seek professional assistance since the loan application and supporting documentation are complex, requiring

financial and engineering expertise to prepare the Project Planning Document and loan application forms required by the IEPA.

Under the contract, the firm would:

- Prepare a Project Planning Document in accordance with IEPA's requirements. This is a multi-year plan which can be used for the next five years.
- Perform an analysis of water infrastructure projects supplied by the Village and prioritize them according to need.
- Assist the Village with modification of its Bidding and Contract Documents to comply with the requirements of IEPA's PWSLP.
- Assist with preparation of a loan application for the water projects scheduled for 2016.
- Investigate and inform the Village about the possibility of and process for use of IEPA SRF loans for stormwater projects.

Staff then issued a Request for Qualifications (RFQ) for this project. Two firms, Strand Associates and Robinson Engineering submitted responses. After interviewing both firms, staff recommends proceeding with Strand Associates for the following reasons:

- Strand's IEPA SRF Loan experience.
- Strand's knowledge of the Village's water infrastructure from previous work on Village water projects.

ATTACHMENTS

Resolution
Agreement

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING EXECUTION OF A CONSULTANT AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND STRAND ASSOCIATES**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Strand Associates (the "Consultant"), for consultant services related to the acquisition of financial assistance through the IEPA for stormwater projects, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

AGREEMENT

This Agreement is made this _____ day of February, 2015 by and between Strand Associates, Inc. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant to provide engineering and other services to assist in acquiring financial assistance through the IEPA for stormwater projects; and

WHEREAS, the Consultant is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Proposal dated January 22, 2015 attached hereto and incorporated herein by reference as Exhibit B.

II. Term of Agreement

The term of this Agreement shall be until December 31, 2015 or until the services as set forth in Exhibit B have been completed, whichever shall occur first.

III. Compensation

A. Basic Fees:

Fees for these services shall not exceed Thirty Thousand Four Hundred Dollars and no cents (\$30,400.00). Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

B. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

C. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment

issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or

ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a written sexual harassment policy so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights

Act.

D. Drug Free Work Place

Consultant, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Non-Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. Patriot Act Compliance

The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

H. Cooperation with FOIA Compliance

Consultant acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

I. Copyright or Patent Infringement

The Consultant agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Standard of Care

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

V. Insurance and Indemnification of the Village

A. Insurance

The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

B. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence. This paragraph survives termination of this agreement.

VI. Miscellaneous Provisions

A. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

B. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

C. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

D. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

E. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

F. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

G. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

H. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

Strand Associates, Inc.
1170 S. Houbolt Road
Joliet, IL 60431

I. Village Ordinances

The Consultant will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

J. Use of Village's Name

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Strand Associates, Inc.

Village of Downers Grove

By: Matt Skuhl

By: _____

Title: Corporate Secretary

Title: _____

Date: 1/29/15

Date: _____

Exhibit A Campaign Disclosure Certificate

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Consultant agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Consultant has not contributed to any elected Village position within the last five (5) years.

Signature

Print Name

Consultant has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Matthew S. Richards
Signature

Matthew S. Richards
Print Name

Exhibit B

Strand Associates, Inc.[®]

1170 South Houbolt Road

Joliet, IL 60431

(P) 815-744-4200

(F) 815-744-4215

January 22, 2015

Ms. Judy Buttny, Finance Director
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Re: Proposal for Engineering Services
Funding Assistance Application for Illinois Environmental Protection Agency's
Public Water Supply Loan Program

Dear Ms. Buttny,

We appreciate the opportunity to submit this Proposal presenting Strand Associates, Inc.[®]'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering and directly related services to the Village of Downers Grove, Illinois (Village), to assist in acquiring financial assistance through the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan (Loan) Program (PWSLP).

Scope of Services

Proposed services can be described as follows.

1. Investigate and inform the Village about the possibility of and process for use of IEPA State Revolving Fund (SRF) loans for stormwater projects.
2. Prepare a draft Project Planning Document in accordance with IEPA's Project Planning Submittal Checklist for Village review and comment. Village shall provide a listing of projects to include in the document and the required financial information. Incorporate Village comments as necessary and finalize and submit the document to IEPA.
3. Perform an analysis of the water main replacement projects supplied by the Village and prioritize them according to need. Develop a scoring matrix based on break history, water main size, pipe material, distance from critical customers, and other factors.
4. Assist the Village with the modification of its Bidding and Contract Documents to comply with the requirements of IEPA's PWSLP using guidance from IEPA's plans and specifications checklist.
5. Assist with preparation of a loan application for the water projects scheduled for 2016. The Village shall provide the necessary legal and financial assistance to include in the application.

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Exhibit B

Strand Associates, Inc.®

Ms. Judy Buttny, Finance Director
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Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Proposal.

2. Additional Site Visits and/or Meetings: Additional Village-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with the Village.
3. Advertisements in Local Publications: The Village shall submit to and shall be responsible to pay for any necessary Advertisements in local publications.
4. Archaeological or Botanical Investigations: Strand will assist the Village in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate proposal with the Village.
5. Bidding- and Construction-Related and Final Design Services: Bidding- and construction-related and final design services for the project will require a separate proposal with the Village.
6. Drawings and Specifications: Final design services including drawings and specifications, if provided by Strand, will be performed under a subsequent proposal with the Village.
7. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with the Village.
8. Geotechnical Engineering: Geotechnical engineering information, if required, will be provided through the Village and the Village's geotechnical consultant. Strand will assist the Village with defining initial scope of geotechnical information that is required to allow the Village to procure geotechnical engineering services.
9. 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 the Village for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate proposal with the Village.
10. Municipal Advisor Services: Services to be provided pursuant to this Proposal are limited to Loan assistance within the guidelines of the IEPA SRF program, and do not constitute "advice" as defined by the Securities and Exchange Commission (SEC) municipal advisor rule (Rule) and related releases, guidelines, and Municipal Securities Rulemaking Board (MSRB) rules.

Exhibit B

Strand Associates, Inc.®

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- Should the Village decide that further finance-related services are necessary for determining all the Village's funding options, a separate municipal advisor agreement will be required.
11. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by the Village.
 12. Preparation for and/or Appearance in Litigation on Behalf of the Village: This type of Service by Strand will be provided through a separate proposal with the Village.
 13. 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 the Village for Strand's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. Strand's cost for such evaluations is not included in the scope of this Proposal. Service of this type by Strand will be provided through a separate proposal with the Village.
 14. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Proposal.
 15. Services Furnished During Readvertisement for Bids, if Ordered by the Village: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through a separate proposal with the Village.
 16. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate proposal with the Village.

Compensation

Services will be provided on an hourly rate basis plus expenses for an estimated fee not to exceed the totals shown for the Scope Items listed as follows.

Scope Item Number	Description	Total
1	Project Planning Document Preparation	\$11,100
2	Water Main Replacement Prioritization Plan	\$4,600
3	Research use of SRF loan for stormwater projects	\$2,200
4	Bidding and Contract Document development	\$6,100
5	2016 Loan Application Assistance	\$6,400

Exhibit B

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All charges will be based on current engineering services agreement rates. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at cost. Expenses are included in the not-to-exceed fees shown above.

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 anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by the 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 for Scope Items 1 through 3 will begin upon receipt of a signed agreement which is expected during the week of January 19, 2015. Services are scheduled for completion within ten weeks.

Services for Scope Items 4 and 5 will begin upon execution of an agreement and IEPA approval of the Project Planning Document. Services are scheduled for completion within twelve weeks of receipt of IEPA approval.

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 3143.

Sincerely,

STRAND ASSOCIATES, INC.®



Chris J. Ulm, P.E.
Senior Associate