

VILLAGE OF DOWNERS GROVE

Report for the Village

SUBJECT:	SUBMITTED BY:
Award of Contract - Five-Year Project Planning for IEPA Loan Program	Andy Sikich Public Works Director

SYNOPSIS

A motion is requested to award a contract to Strand Associates, Inc., in the amount of \$116,160, for Funding Assistance and Project Planning for the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program (PWSLP). The requested award amount includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

The Goals for 2019-2021 include *Steward of Financial and Environmental Sustainability* and *Top Quality Infrastructure*.

FISCAL IMPACT

The FY21 budget provided \$300,000 in the Water Fund for professional services.

RECOMMENDATION

Approval on the April 20, 2021 Consent Agenda.

BACKGROUND

The proposed contract with Strand Associates, Inc. will provide planning and project prioritization for the Illinois Environmental Protection Agency's Loan Program. The scope of services includes the following:

- Update the existing water system model to identify potential water system improvements as well as emergency scenarios and operating conditions.
- Perform an analysis of anticipated water infrastructure projects supplied by the Village and prioritize them according to need.
- Perform a risk-based assessment of water main replacement prioritization and provide a recommended list of water main projects.
- Prepare a Project Planning Document in accordance with IEPA'S requirements, for use in the application for the PWSLP. This is a multi-year plan which can be used for the next five years.

A Request for Proposals (RFP) was not issued for this work. Since 2005, Strand Associates has maintained the computer model of the Village of Downers Grove's water system. This model is used to better understand how the water system behaves and changes over time, how future developments will impact the water system, and to identify critical components of the system through simulations. Strand Associates maintains this model. Staff is recommending approval of this contract with Strand Associates.

ATTACHMENTS

Contract Documents

VILLAGE OF DOWNERS GROVE

COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** April 20, 2021
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to authorize execution of a contract for consultant services for Funding Assistance and Project Planning for the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program (PWSLP) to Strand Associates, Inc. in the amount of \$105,600 plus 10% contingency in the amount of \$10,560 for a total not-to-exceed \$116,160.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for consultant services for Funding Assistance and Project Planning for the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program (PWSLP) to Strand Associates, Inc. in the amount of \$105,600 plus 10% contingency in the amount of \$10,560 for a total not-to-exceed \$116,160.

RECORD OF ACTION TAKEN:

AGREEMENT

This Agreement is made this _____ day of _____, 2021 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 March 11, 2021 attached hereto and incorporated herein by reference as Exhibit B.

II. Term of Agreement

The term of this Agreement shall be until December 31, 2021 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 One Hundred Five Thousand Six Hundred Dollars and no cents (\$105,600.00). 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.~~

By: Joseph M Banker

Title: Corporate Secretary

Date: 4/8/2021

~~Village of Downers Grove~~

By: _____

Title: _____

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

Joseph M Bunker
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:

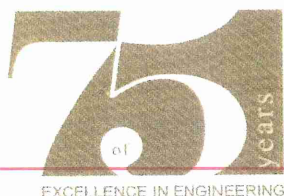
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



March 11, 2021

Mr. John Welch, Assistant Director of Public Works and Engineering
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Re: Engineering Services
Five-Year Project Planning Document for Illinois Environmental Protection Agency's
Public Water Supply Loan Program

Dear Mr. Welch:

This Proposal presents Strand Associates, Inc.[®]'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the Village of Downers Grove, Illinois, (Village) to assist in acquiring project planning approval through the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program.

Scope of Services

Data Collection and Facility/System Assessment

1. Submit a written request to the Village for information related to the project.
2. Conduct an initial project conference call with the Village to gather data and to review project criteria and schedule.

Steady State Water Model Development

1. Create an updated WaterGEMS water system model (water model) using geographical information system data and other applicable information provided by the Village and data obtained from the current WaterCAD model.
2. Be present for and obtain flow and pressure readings during a Village-conducted hydrant flow testing at up to 20 locations.
3. Perform an analysis of historic water demands using Village-provided water purchase data for previous 10 years.
4. Perform a steady-state calibration of the updated water model using field hydrant flow testing results and Village-provided supervisory control and data acquisition system information, including booster pump flows and storage facility water levels during testing.
5. Allocate demands for existing water model using the Village-provided 2019 metered sales information (separated by meter physical address). Year 2020 metered sales information will be

RES:\dfe\R\JOL\Documents\Agreements\DI\Downers Grove, IL\Funding App Assist.2021\AgrP210.185.prpsl.docx

Mr. John Welch, Assistant Director of Public Works and Engineering
Village of Downers Grove
Page 2

March 11, 2021

collected and observed; however, 2019 data will be used because of the Village-observed impact of COVID 19 on 2020 water sales trends.

6. Incorporate Village-provided supervisory control and data acquisition setpoints into the water model, as appropriate.
7. Review the existing water system performance using the steady-state calibrated water model for current maximum day demands. Generate pressure and available fire flow contour maps.
8. Review modeled system deficiencies based on maximum day demand modeling. Develop up to five model alternatives for system improvements for the identified deficiencies.
9. Prepare a draft report section summarizing the steady-state model creation, calibration, and current day analyses and submit to Village for review. Conduct a teleconference with the Village to review the draft report section and collect comments.

Extended Period Simulation Model Calibration and Analysis

1. Perform an extended period simulation calibration of the water model using Village -provided hourly pumping and storage facility information for a 24-hour period in 2019 that represents the maximum day demand condition.
2. Review model-predicted water age for the water model junctions and storage facilities using an extended period simulation for the current average day demand condition.
3. Supplement the steady-state water model development report section with the extended period simulation analysis and results.

Water System Analysis for Improvements

1. Use the water model to assess up to five additional Village-desired scenarios, such as emergency operating conditions or storage tank maintenance operating conditions and develop potential system improvements for the scenarios.
2. Prepare a draft report section summarizing the analyses and findings and submit to the Village for review. Conduct a teleconference with the Village to review the draft report section and collect comments.

Risk-Based Assessment Water Main Replacement Prioritization Plan

1. Conduct a teleconference with the Village to present a quantitative, risk-based assessment of its existing water distribution system using probability of failure (POF) and consequence of failure (COF) criteria.
2. Review Village -provided information that may include water main age, potential remaining life, break history, material, size, and soil characteristics.

Mr. John Welch, Assistant Director of Public Works and Engineering
Village of Downers Grove
Page 3

March 11, 2021

3. Prepare a draft risk assessment matrix using POF and COF criteria and submit to the Village for review.
4. Conduct a teleconference with the Village to review draft water main risk matrix, scoring breakdowns, and weighting factors prior to the initial risk score calculations. Incorporate Village comments as appropriate.
5. Develop initial water main prioritization ranking list and color-coded figure based on matrix scoring criteria, weightings, and non-water projects established by the Village.
6. Conduct a teleconference with the Village to discuss initial prioritization and figure. Up to two additional iterations of ranking, prioritization, and figure development will be included as needed.
7. Prepare a draft report section with a summary of risk-based asset assessment and water main prioritization plan and submit to the Village for review. Conduct a teleconference with the Village to review the draft report section and collect comments.

IEPA Low-Interest Loan Project Planning/Capital Improvement Planning (CIP) Document Preparation

1. Prepare opinions of probable capital cost (OPCC) for water system alternatives in the various report sections. OPCC will include facility rehabilitation or replacement distribution system improvements.
2. Provide planning-level OPCC for the prioritized water main replacement projects over a 20-year planning period in accordance with Village-selected annual goals and budgets for water main replacement.
3. Develop a list of potential projects for a five-year CIP document that uses the Village's specified budget and submit a summary to the Village with project name, OPCC, and brief justification of each project. Include provisions in the CIP Document for an IEPA low-interest loan for rehabilitation three of the Village's elevated tanks, rehabilitation of the Village's three backup wells, and possible replacement of the Village water customers' water meters. The Village shall provide the required financial information. A total of \$15 million in potential projects is anticipated to be planned and distributed over the next five years. Incorporate Village comments, as appropriate, and prepare and submit the document to IEPA.
4. Consult with Illinois Department of Natural Resources, State Historic Preservation Office, and the U.S. Army Corps of Engineers as required for the IEPA Loan Applicant Environmental Checklist.
5. Prepare a figure showing project location and suggested year of the improvements.
6. Prepare a draft report section with the CIP information and submit to the Village for review. Conduct a teleconference with the Village to review the draft report section and collect comments.

Mr. John Welch, Assistant Director of Public Works and Engineering
Village of Downers Grove
Page 4
March 11, 2021

Final Report to the IEPA and the Village

1. Compile report sections into one draft report document and submit to the Village for review. Attend one teleconference with the Village to review the draft report and collect comments.
2. Incorporate Village comments into the report as appropriate and compile a draft report with an Executive Summary and Conclusions.
3. Finalize the report and submit five hard copies and one electronic copy to the Village, and one hard copy and one electronic copy to the IEPA.
4. Provide the Village's current water system model files with 2019 water demands and current day scenarios on a portable media storage device.

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. Advertisements in Local Publications: The Village shall submit and pay for any necessary advertisements in local publications.
2. 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.
3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate proposal with the Village.
4. Drawings and Specifications: Design services including drawings and specifications, if provided by Strand, will be performed under a subsequent proposal with the Village.
5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with the Village.
6. Geotechnical Engineering: Geotechnical engineering information 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.
7. Municipal Advisor Services: Services to be provided pursuant to this Proposal are limited to Loan assistance within the guidelines of the IEPA State Revolving Fund program, and do not constitute "advice" as defined by the Securities and Exchange Commission municipal advisor rule and related releases, guidelines, and Municipal Securities Rulemaking Board rules. Should the Village decide that further finance-related services are necessary for determining the Village's funding options, a separate municipal advisor agreement will be required.

Mr. John Welch, Assistant Director of Public Works and Engineering
 Village of Downers Grove
 Page 5
 March 11, 2021

8. 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.
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 Proposal.

Compensation

Services will be provided on an hourly rate basis plus expenses for an estimated fee not to exceed the following totals.

Services	Total Fees
<u>Data Collection</u>	\$2,500
<u>Steady-State Water Model Development</u>	\$23,500
<u>Extended Period Simulation Model Calibration and Analysis</u>	\$13,400
<u>Water System Analysis for Improvements</u>	\$11,200
<u>Risk Assessment-based Water Main Replacement Prioritization Plan</u>	\$26,750
<u>IEPA Low interest Loan Project Planning/CIP document Preparation</u>	\$18,750
<u>Final Report and submit to IEPA and Owner</u>	\$9,500
TOTAL	\$105,600

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 actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The 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.

Mr. John Welch, Assistant Director of Public Works and Engineering
 Village of Downers Grove
 Page 6
 March 11, 2021

Schedule

Services for Scope Item Nos. 1 through 12 will begin upon receipt of a signed agreement which is expected the week of April 12, 2021. Services are scheduled for completion by October 29, 2021.

Services	Completion Date
<u>Data Collection</u>	May 7, 2021
<u>Steady-State Water Model Development</u>	June 30, 2021
<u>Extended Period Simulation Model Calibration and Analysis</u>	July 30, 2021
<u>Water System Analysis for Improvements</u>	July 30, 2021
<u>Risk Assessment-based Water Main Replacement Prioritization Plan</u>	July 30, 2021
<u>IEPA Low interest Loan Project Planning/CIP document Preparation</u>	September 17, 2021
<u>Final Report and submit to IEPA and Owner</u>	October 29, 2021

Standard of Care

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

Village's Responsibilities

1. Assist Strand by placing at Strand's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by the Village relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Strand may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for Strand to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
6. Provide all legal services as may be required for the development of this project.
7. Pay all permit and plan review fees payable to regulatory agencies.
8. Provide operation of valves and hydrants and all traffic control for hydrant flow testing.

Strand Associates, Inc.®

Mr. John Welch, Assistant Director of Public Works and Engineering
Village of Downers Grove
Page 7
March 11, 2021

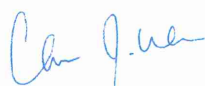
Opinion of Probable Cost

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

We thank you for the opportunity to provide our Proposal for this project. We would be happy to discuss this Proposal further and, if acceptable, prepare a formal agreement for the Village to execute. 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