

VILLAGE OF PALOS PARK, ILLINOIS
McCARTHY ROAD WATER TRANSMISSION MAIN
ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of March 29, 2021 ("Effective Date") between the Village of Palos Park ("Owner") and Baxter & Woodman, Inc. ("Engineer").

Owner's Project, of which the Engineer's services under this Agreement are a part, is generally identified in Exhibit A ("Project"), attached hereto and incorporated herein by this reference.

Owner and Engineer in consideration of their mutual covenants set forth herein agree as follows:

1. **SERVICES OF ENGINEER**

1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit B, attached hereto and incorporated herein by this reference.

2. **OWNER'S RESPONSIBILITIES**

2.1 Provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

2.2 Furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Site.

2.3 Furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete the Project.

2.4 Owner warrants that all known hazardous materials on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the Owner to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated unless this service is set forth in Exhibit B.

- 2.5 The Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.
- 2.6 The Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.
- 2.7 Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

3. SCHEDULE FOR RENDERING SERVICES

- 3.1 Engineer is authorized to begin services as of the Effective Date.
- 3.2 Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit B, and are hereby agreed to be reasonable.
- 3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.
- 3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. COMPENSATION, INVOICES AND PAYMENTS

- 4.1 The Owner shall pay the Engineer for the services performed or furnished under Exhibit B, Sections 1 through 21 based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which will not exceed \$58,275, Engineer's Project No. 121025.41; which includes estimated costs of \$5,000 for four (4) soil borings and report and \$3,500 for Subsurface Utility Engineering (SUE) locates for existing utilities. The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.

- 4.2 The Engineer may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch.50, Sec. 505, et. Seq.; and if Owner fails to comply, the Engineer may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until the Engineer has been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.
- 4.3 The Owner may, at any time, by written order, make changes to the scope of this Agreement, which changes shall not become effective unless and until Engineer issues its written acceptance of same. If such changes cause an increase or decrease in the Engineer's fee or time required for performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified. No service for which added compensation is to be charged will be provided without first obtaining written authorization from the Owner. The parties further agree that if elements of the scope are reduced or eliminated by the Owner, then the Owner agrees to waive, forgive, release, and hold harmless the Engineer from all claims, causes of action, and damages arising from those reduced and/or eliminated services. The Engineer shall not be responsible for the changes made to the project documents by the Owner, contractor, or others without the Engineer's prior review and written approval.

5. **OPINION OF PROBABLE CONSTRUCTION COSTS**

- 5.1 The Engineer's opinion of probable construction costs, if included in its scope of services, represents its reasonable judgment as a professional engineer. The Owner acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warranty or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. **ENGINEER'S PERFORMANCE**

- 6.1 The standard of care for all professional engineering and related services performed or furnished by the 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 on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 6.2 Engineer shall be responsible for the technical accuracy of its services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of

service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.

- 6.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation, which shall be adjusted equitably.
- 6.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive written objections by the Owner.
- 6.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 6.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work.
- 6.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.
- 6.8 Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities.
- 6.9 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- 6.10 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees

that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

6.11 Engineer's site observation shall be at the times agreed upon in the Exhibit B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address.

7. **INSURANCE**

7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1)	Worker's Compensation	Statutory Limits
(2)	General Liability	
	Per Claim/Aggregate	\$1,000,000/\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim/ Aggregate	\$5,000,000/\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate	\$5,000,000/\$5,000,000

7.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, of the Engineer and their officers, directors, employees, agents, or consultants to anyone claiming by, through or under Owner for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions strict liability, breach of contract, indemnity, subrogation or warranty

(express or implied), hereafter referred to as the "Claims", shall not exceed the total remaining insurance proceeds available under the terms and conditions of Engineer's responding insurance policy.

8. INDEMNIFICATION AND MUTUAL WAIVER

- 8.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer's negligent acts or omissions.
- 8.2 Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death of, or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Owner or its officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner with respect to this Agreement and/or to the Project.
- 8.3 To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, or consequential damages arising out of, resulting from, or in any way related to the Project or Engineer's services.
- 8.4 In the event claims, losses, damages or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 8.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

9. TERMINATION

- 9.1 This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Owner may terminate this Agreement, in whole or in part, for its convenience.

However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

- 9.2 If this Agreement is terminated by either party, the Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the date of termination.

10. USE OF DOCUMENTS

- 10.1 All documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Engineer to Owner pursuant to this Agreement) are instruments of service in respect to this Project, and the Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of the Engineer) regardless of the Project's completion. Owner shall not rely in any way on any document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.
- 10.2 Either party to this Agreement may rely that data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.
- 10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within 60 calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- 10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.

10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the Owner or a third party; plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer will be kept for a period of 14 years after Project closeout.

11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

11.1 Owner and Engineer are hereby bound, as are their respective successors, employees and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.

11.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplies, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. DISPUTE RESOLUTION

12.1 Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement, or exercising their rights under law.

12.2 If the parties fail to resolve a dispute through negotiation under paragraph 12.1, Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

13. MISCELLANEOUS PROVISIONS

- 13.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 13.2 Any notice required under this Agreement will be in writing, addressed to the designated party at its address in the signature page and served personally, by facsimile, by registered or certified mail (postage prepaid), or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.
- 13.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- 13.5 A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 13.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.
- 13.7 This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior or oral understandings. This Agreement may be amended only by a mutually agreed and executed written instrument.
- 13.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

14. ILLINOIS EPA PUBLIC WATER SUPPLY LOAN PROGRAM

- 14.1 The Project will be partially funded through the Illinois EPA Public Water Supply Loan Program (PWSLP) and the Engineer shall maintain books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American

Institute of Certified Public Accountants Professional Standards. The Illinois EPA or any of its authorized representatives shall have access to 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 generally accepted auditing standards.

All information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The Engineer shall have 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.

- (1) Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- (2) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (3) All information and reports resulting from access to records pursuant to subsection (1) above shall be disclosed to the Agency. The auditing agency shall afford the Engineers 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 under this section shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 664.650 of the procedures for issuing loans from the PWSLP, litigation, the settlement of claims arising out of project 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.

The 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 Owner 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.

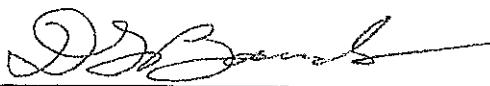
14.2 The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the Engineer acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

14.3 The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CRF Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Engineer:
Baxter & woodman, Inc.

Owner:
Village of Palos Park, Illinois

By: 

By: 

Title: Associate Vice President

Title: Mayor

Date Signed: March 10, 2021

Date Signed: March 29, 2021

Address for giving notices:
8678 Ridgfield Road
Crystal Lake, IL 60012

Address for giving notices:
8999 West 123rd Street
Palos Park, Illinois 60464

Designated Representative:
Steven M. Verseman, PE

Designated Representative:
Mike Sibrava, Director of Public Works

Phone Number: 815-444-4435
Email Address: sverseman@baxterwoodman.com

Phone Number: 708-671-3720
Email Address: msibrava@palospark.org

VILLAGE OF PALOS PARK, ILLINOIS
McCARTHY ROAD WATER TRANSMISSION MAIN
DESIGN ENGINEERING SERVICES

EXHIBIT A

PROJECT DESCRIPTION

The project consists of the design of an extension of the previously designed McCarthy Road Water Transmission Main. The Water Transmission Main Extension will be approximately 1,400 lineal feet of new 16-inch diameter water main along the north side of McCarthy Road, from the northeast corner of McCarthy Road and Bell Road to the easternmost property line of the property west of and abutting the Commonwealth Edison right-of-way just west of Bell Road.

The entire project will extend the Village's existing water system from the previous Holy Family property west along McCarthy Road toward the proposed development on the Cog Hill Country Club property. The proposed water main will be located within the north side of the existing right-of-way or in easements on the previous Holy Family (now Cook County Forest Preserve District) property and other private property.

VILLAGE OF PALOS PARK, ILLINOIS
McCARTHY ROAD WATER TRANSMISSION MAIN
DESIGN ENGINEERING SERVICES
EXHIBIT B

SCOPE OF SERVICES

PRELIMINARY DESIGN

1. KICK-OFF MEETING – A Project Kick-off meeting with Village staff and the project team will be held for the Project. The purposes of the meeting are to establish clear lines of communication, introduce the Village staff to the team members, and establish the Village's detailed needs, objectives, and goals for the Project. The meeting will also be used to obtain information, drawings, atlases, and other data to be supplied by the Village, and set schedules and guidelines for future design meetings.
2. EXISTING CONDITIONS/IN-HOUSE REVIEW
 - A. Review existing plans, drawings, atlases, plats, and reports.
 - B. Create lists of missing or conflicting data.
3. TOPOGRAPHIC SURVEY – Perform topographic survey of the Project limits of natural and manmade features along the water main route to develop base sheets for Project drawings.
4. UTILITIES – CONTACTS AND COORDINATION
 - A. Conduct a Design Stage Request with JULIE, which consists of obtaining names and telephone numbers of utilities located within the work area.
 - B. Contact utilities, obtain atlases where available, and provide preliminary drawings to utility companies for their markup and return.
 - C. Hire a S.U.E. company to horizontally and vertically locate critical utilities along pipeline routes.
5. CAD FOR TOPO SHEETS – Develop base sheets of natural and manmade features from topographic survey data and create lists of deficient items for clarification at a future site visit.
6. SITE VISIT FOR DESIGNERS – Conduct a site visit by designer(s) of water main to clarify discrepancies on the drawings, select routes for pipe, and investigate pipe installation methods.

7. PRELIMINARY PLAN SHEETS – Prepare CAD generated preliminary drawing sheets that indicate the proposed layout of pipelines, including proposed installation methods, and areas of possible problems or difficulties.
8. MEETINGS WITH VILLAGE STAFF
 - A. Conduct meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods.
 - B. Design meetings will consist of one preliminary “red” line meeting, where the initial layout of the water main is approved prior to insertion in to the plans, and a final meeting at 90 percent completion.

DETAILED DESIGN

9. CAD FOR DETAILED DESIGN
 - A. Provide detailed computer aided drafted drawings of water main and appurtenance locations and construction requirements.
 - B. Indicate location of utilities from best available records.
 - C. Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
10. DRAWINGS – Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor selected by the Village.
11. PRELIMINARY ENGINEER’S OPINION OF PROBABLE COST – Prepare a preliminary opinion of probable construction and total project costs for selected pipeline route, including costs for construction of the improvements, contingencies, construction engineering, and legal fees.
12. SPECIFICATIONS – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC) and in accordance with IEPA Loan funding requirements.
13. PEER AND CONSTRUCTABILITY REVIEWS
 - A. Conduct QA/QC peer reviews of drawings and specifications.
 - B. Utilize Construction Department personnel to provide a review of drawings and specifications.

- C. Make revisions based on comments from both engineering and construction departments.

14. ENGINEER'S OPINION OF PROBABLE COST

- A. Prepare a final opinion of the probable total Project cost including construction cost, construction engineering services, contingencies, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

15. PROJECT MANAGEMENT

- A. Plan, schedule, and control activities to complete the Project. These activities include budgeting, scheduling, and monitoring the scope of services.
- B. Coordinate the selection of a geotechnical subconsultant to conduct soil borings, collect and analyze soil samples, determine groundwater levels and prepare a written report for structural design – A cost of \$5,000 has been included in the Compensation total fee for geotechnical work required for 4 soil borings and a soils report.
- C. Coordinate the selection of a subsurface utility engineering (SUE) consultant to explore for and locate existing underground utilities at critical locations – A cost of \$3,500 has been included in the Compensation total fee for the SUE work, which covers one day of the SUE consultant's time.

PERMITS

- 16. IEPA/DPWS – Submit the design documents to the agency for permit to construct, own, and operate the Project.
- 17. IEPA – NPDES/NOI/SWPPP – Prepare and submit an ILR10 and Stormwater Pollution Prevention Plan to the agency prior to the Contractor beginning construction.
- 18. COOK COUNTY – DoT
 - A. Contact, and meet with Cook County Department of Transportation and Highways to review proposed work and determine if a Cook County permit would be required for the Project.
 - B. Submit for permit, if one is required.
- 19. COUNTY – EROSION CONTROL – Submit drawings to Metropolitan Water Reclamation District of Greater Chicago (Cook County) for approval of soil erosion and sedimentation control practices.

EASEMENTS

20. EASEMENT DESCRIPTIONS – Prepare easement documents consisting of easement descriptions and drawings required for the Village to negotiate and acquire easements for the construction and future maintenance/replacement of the water main.
21. EASEMENT ACQUISITION - Assist the Village and/or Village Attorney in negotiating and obtaining easements for the water mains and appurtenances, including permanent and temporary construction easements.

SCHEDULE

Work described above will be completed to provide adequate time for bidding and awarding a contract for a Notice to Proceed to the Contactor to complete construction by spring, 2022.

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