

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, MADE AS OF THIS XX<sup>st</sup> day of [DATE] by and between the Village of Romeoville, Illinois, an Illinois Municipal Corporation, (hereinafter called the "Village"), having its offices at 1050 West Romeo Road, Romeoville, IL 60446 and Stantec Consulting Services Inc. (hereinafter called the "Consultant"), an entity authorized to do business in the State of Illinois, whose principal address in Illinois is: 350 N. Orleans Street, Suite 8000N, Chicago, IL 60654, is an AGREEMENT for professional consulting services associated with this Project.

This Agreement is Based Upon the Following Recitals:

- A. The Village has undertaken the Project known as Water Main Parallel Projects 2025. The scope of work for the Project is defined in Attachment A. Consultant has received and carefully studied the Project scope and/or design criteria and other Project requirements.
- B. The Village desires, in connection with the Project, to retain Consultant to perform the consulting services "Services" as described in this Agreement and the attachments referenced in this Agreement.
- C. Consultant, who is in the business of supplying information and guidance to others, represents and warrants that: it has the professional qualifications to render such Services; it has adequate resources; and it is financially and legally capable of providing the required Services through personnel qualified to render such Services, in a manner fully responsive to the Village's requirements in Attachment A.
- D. Consultant further agrees that all work to be performed by the Consultant's employees in fulfillment of this Agreement shall comply with all applicable federal, state, and local laws. Further, all work is to be performed in compliance with all applicable ordinances and regulations of the Village unless a specific exemption is provided, in writing, by the Village.

NOW, THEREFORE, the Village and the Consultant in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## SECTION 1 – HIRING OF CONSULTANT

### 1.1 Consultant's Services

1.1.1. The Village, by signing this Agreement, retains Consultant, and Consultant agrees to render the Services stipulated in Attachment A Scope of Services and all amendments thereto in accordance with Agreement requirements. Consultant is retained solely for the purposes set forth in the Agreement.

1.1.2. Consultant represents that neither it, nor any person it assigns to the Services, has or will acquire any direct or indirect interest that conflicts in any manner or degree with the rendering of the Services.

### 1.2 The Agreement

1.2.1. The Agreement, including all attachments, and written Amendments, contains the mutually agreed to and legally enforceable obligations between the Village and Consultant with respect to the Project. The Agreement may be modified only as provided herein.

1.2.2. The Agreement supersedes any other prior or current oral or written communications between the Village and Consultant with respect to its subject matter. Any statement, representation, promise or

inducement not included in the Agreement is null and void and not binding on the Village or Consultant.

1.2.3. The Village and Consultant acknowledge that the Agreement and the Services provided are not intended to result in a legal benefit or detriment to any third party, nor will they create any relationship between the Village and any Subconsultant or any other third party, or between the Consultant and any third party or agent, including the Village's Contractor.

1.2.4. Amendments, once approved in writing by the Village, modify the Agreement.

### 1.3 Glossary

1.3.1. The following terms or relative pronouns used in this Agreement have the following intent and meanings, if the context will permit:

**Agent**—A non-employee of the Village, acting on the Village's behalf, as set forth in the Agreement's scope of services.

**Agreement**—The written understanding between the Village and Consultant describing the mutual obligations of the Village and Consultant, including the Village-Consulting Agreement, its attachments and all documents incorporated by reference, the general terms and conditions by which the Services will be provided and all amendments.

**Amendment**—A written modification to this Agreement approved and signed by the Village and Consultant, providing for revisions as to the Services, the general terms and conditions by which the Services will be provided, Compensation and/or Completion Times.

**Business Day**—Any day except Saturdays, Sundays and holidays observed by the Village.

**Calculations**—All computations having to do with the furnishing and/or performance of the required Services.

**Village**—Village of Romeoville, an Illinois Municipal Corporation, for whom the services are to be rendered, acting by and through its Village Council.

**Compensation**—The consideration payable by the Village to Consultant for the Services, including all Amendments specified in Attachment B Basis of Compensation.

**Completion Time**—Periods within which, or dates by which, the Services, in whole or in part, are to be completed.

**Consultant**—The firm identified as such at the beginning of this Agreement with whom the Village has entered into this Agreement for consulting Services.

**Contractor**—The firm, including its subcontractor(s), that is contracted by the Village to undertake the Construction Work, for which Services by the Consultant may be provided for, or that otherwise may impact directly or indirectly upon the Services of the Consultant.

**CPM Schedule**—Work Schedule based on the Critical Path Method (CPM) of scheduling.

**Day**—Every day on the calendar, Saturdays, Sundays and holidays included.

**Deliverable**—That work product(s) identified in the Agreement as an item(s) to be created and submitted by Consultant to the Village, constituting an instrument of service, and furnished to the Village in printed, electronic, photographic or video form, or any combination thereof.

**Director**—The Director of Public Works for the Village of Romeoville.

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Hazardous Material—A dangerous toxic, flammable or explosive substance, waste or other material, which is or becomes regulated by any local Public Agency or the State or U.S. Government, as further set forth in paragraph 3.17.

Invoice for Payment—Written and electronic form(s) acceptable to the Village and used by Consultant to request partial payments and final payment, together with all supporting information required by the Agreement.

Law, Laws— All Federal, State, Village, and local statutes, resolutions, ordinances, orders, codes, rules, and regulations applicable to the services.

Overall Multiplier—A factor, designated by the Village, capturing Consultant indirect costs and profit, which is stated as a multiplier on the direct labor costs of personnel used on the Services.

Phase—A division of an engineering project into sequential parts, mainly Study, Preliminary Design, Final Design, Bidding, and Award and Construction.

Project—The Design and Construction, in its entirety or if otherwise applicable to the Agreement, a part of the Construction, for which Service(s) may be provided

Project Calendar—Schedule in Attachment C setting forth the Completion Times and other start and/or completion dates for Services chronologically important to the Project.

Project Representative—A Village employee other than the Director serving as owner's representative for the Project, within the limits provided by the Director's contractually assigned authority.

Public Utility-Department of a Public Agency, electric or gas utility, cable TV or telecommunications company or other owner or operator of utilities operated or maintained in, on, under, over or across public right-of-way or public or private easements.

Purchasing Administrator-The duly appointed officer of the Village authorized to carry out the functions assigned to him/her for purchasing and contract administration.

Services—Professional consulting services to be provided by Consultant as expressly specified in the Agreement, whether performed directly by Consultant or through Subconsultants, for whom Consultant is responsible.

State - The State of Illinois including any of its departments, agencies or other units or instrumentalities of the State.

Subagreement—An agreement between Consultant and a Subconsultant (or between a Subconsultant and a lower tier Subconsultant) awarding a part of the Services to that Subconsultant (or to that lower tier Subconsultant).

Subconsultant—A firm having a Subagreement for part of the Services with Consultant or another Subconsultant.

Work-The entire construction required by the Contractor's Contract Documents.

1.3.2. Other capitalized terms used in the Agreement or the Agreement Forms, but not defined in this Glossary, have the intent and meanings assigned in the Construction Documents prepared by the Consultant or generally associated with them.

1.3.3 References to paragraphs in this Agreement include all sub-paragraphs under that paragraph.

## SECTION 2 SCOPE OF SERVICES

### 2.1 General Provisions

2.1.1. Consultant is retained as an independent service provider by the Village and is responsible for providing Services specified in the Agreement.

2.1.2. Consultant confirms that it has read and carefully studied the terms and conditions of the Services. Consultant represents to be knowledgeable about the Project locality and Laws and existing and reasonably foreseeable prevailing conditions, to the extent they may impact the timing and performance of the Services.

2.1.3. Consultant is solely responsible for the performance of the required Services, including but not limited to the preparation and timely submittal of all Deliverables. Deliverables shall be submitted in a format as directed by the Director, consistent with industry and/or professional standards and applicable requirements of the Agreement.

2.1.4. Consultant, at the request of the Village, shall attend, make presentations and participate in Village meetings and other Project relevant community and public meetings as defined in Attachment A to further the Services. Consultant, if directed by the Village and, as otherwise consistent with professional practice, shall provide materials describing the Services they have rendered or shall be rendering, and their current progress, if any, when such material is required or appropriate for such meetings and presentations.

### 2.2 Scope of Authorized Services

2.2.1. Basic Services are as specified or designated in Attachment A. Basic Services include all conferences, consultations and demonstrations the Village considers reasonably necessary for the Services.

2.2.2. Consultant shall obtain the Director's written Notice to Proceed for the Phase before proceeding with Basic Services for that Phase. Nothing in the Agreement shall be construed as obligating the Village to proceed with any Phase included as part of the Agreement. The Director shall not approve any payment before the Village's authorization to enter into the Agreement with the Consultant.

2.2.3. Supplemental Services are as specified or designated in Attachment A Scope of Services and Attachment B Basis of Compensation and otherwise reasonably inferable from any such expressed services, or otherwise necessary to furnish and/or perform obligations undertaken by Consultant under Basic Services.

2.2.4. Consultant is authorized to proceed with Supplemental Services for a Phase upon receipt of written authorization to proceed with that Phase, unless Attachment A Scope of Services and/or Attachment B Basis of Compensation stipulate that any Supplemental Service be subject to a separate/specific prior authorization to proceed.

2.2.5. If required, Consultant may anticipate reasonably unobstructed access to the Construction site(s) and other field site(s) as necessary to witness and evaluate the Work and activities of the Contractor if part of the Consultant's services, and to confirm any requisite testing and/or inspection of the Work. This requirement however, shall not limit Consultant from other regular and/or periodic site visits to the extent such visits are, in its opinion, reasonably necessary to further Consultant's required Services.

### 2.3 Standard of Care

2.3.1. Consultant's Services and Deliverables shall conform to the standard of care and practice generally used, accepted and recognized by Consultant's profession for comparable services in Will County, Illinois, as of the time the Services at issue had been provided ("Standard of Care"). This Standard of Care shall apply to all obligations of the Consultant under this Agreement.

2.3.2. The Village's acceptance or approval of, or payments made for, Deliverable(s) shall not relieve Consultant of the responsibility for subsequent correction of any errors, the clarification of any ambiguities, or the supplying of any omissions without any additional Compensation. Such actions by the Village shall furthermore not be deemed to be a waiver of any of its rights or additional remedies secured by Agreement or Law.

2.3.3. If any error or omission in the Services resulting from failure by Consultant to conform to the standard of care is discovered by or reported in writing to Consultant within the one (1) year after completion of the Services, or completion of project construction whichever is later, Consultant shall take prompt corrective action, without additional Compensation, to correct the Services. This requirement for correcting Consultant errors or omissions will not limit the generality or application of any other provision contained in the Agreement. The Consultant shall not be responsible for the costs the Village would have incurred originally had the services been performed in accordance with the Standard of Care, or for costs of betterments, upgrades or additional enhancement to the value of the Project.

2.3.4. In the event the Director determines that Consultant's failure to conform to the Standard of Care is substantially detrimental to the Project, the Village may order Consultant to stop the Services, or any portion of the Services at issue.

#### 2.4 Village Order to Stop the Services

2.4.1. Consultant shall be responsible for an appropriate portion of the costs and delay resulting from any Village stop. Conversely, Consultant shall be entitled to a reasonable increase in Completion Time and/or Compensation to the extent the Director concludes that the order to stop the Services was in error and that it necessarily extended the Services beyond a pertinent Completion Time and/or increased Consultant's costs.

#### 2.5 General Deliverable Provisions

2.5.1. Electronic Deliverables submitted to the Village by Consultant shall be in a format approved by the Village and shall include two (2) hard copies of the electronic files, if required by the client, which hard copies shall, in the event of conflict, take precedence over the electronic files. The Village will perform tests as to functionality of the submitted electronic medium within sixty (60) days after receiving the files.

2.5.2. Engineering drawings prepared for the work under this Agreement shall be prepared by Computer Aided Design (CAD) techniques utilizing Autodesk AutoCAD.

2.5.3. A deficiency notice will be sent to Consultant advising whether the electronic files contain errors and/or discrepancies or vary from the hard copies or are otherwise non-functional. Electronic Deliverables deemed deficient by the Village shall be promptly corrected and resubmitted by Consultant in conformance with the Agreement's requirements or professional and/or industry expectations.

2.5.4. Notwithstanding any other warranty pertaining to electronic Deliverables, Consultant shall use reasonable efforts to avoid: 1) discrepancies with applicable printed documentation; 2) any virus; 3) time bomb mechanism; 4) other software code that can disable or adversely affect any data or software; and 5) any defects or bugs that can adversely affect its own operation or the operations of the Village.

2.5.5. Consultant shall revise any Deliverable as necessary, and at no increase in Compensation, until the Deliverable at issue is complete, as evidenced by its acceptance or approval by the Village, which acceptance or approval shall not be unreasonably withheld. In the event of a disagreement as to the completeness or quality of all or any part of a Deliverable, the written determination of the Director shall be binding on Consultant, subject to Consultant's right to appeal as provided in Section 11.

2.5.6. The Village and Consultant will jointly and at agreed intervals conduct reviews of in-progress

Deliverables with the intent to stay current on their status, and to timely respond to issues advanced by Consultant.

2.5.7. Notwithstanding paragraph 2.5.6, Village reviews are not conducted nor will they be relied upon to provide quality control or to check for errors or omissions or impose requirements for what is required by the Services at issue. Village reviews shall not relieve Consultant of its sole responsibility for the proper and timely performance of Services.

2.5.8. Consultant shall exercise reasonable professional care to provide that the Deliverables conform to the requirements of Agencies from which the Village receives/may receive loans and Project financing, to the extent such requirements are contained in the Agreement.

## 2.6 Rights to Deliverables

2.6.1. Completed deliverables shall become the Village's permanent property upon payment by the Village to Consultant for the Phase during which the Deliverables at issue were produced, whether or not the Project is built.

2.6.2. Consultant shall pay for all royalties and licenses required for the Services, and covenants to grant the Village a permanent, royalty free, irrevocable, non-exclusive, paid-up license, to use, reuse, disclose, distribute or otherwise utilize the Deliverables, and any items or elements that may be proprietary to Consultant, for the Project or for its expansion, repair and renovation, or for future uses by the Village.

2.6.3. In the event any such license to be granted to the Village is limited in any material way as a result of previously existing copyright or patent restrictions, such limitation shall be disclosed by Consultant before starting the Services, and Consultant shall take whatever action is necessary to obtain a release of such restrictions.

2.6.4. Consultant shall not use any of the Deliverables in any project competition, awards of any nature, project testimonials or professional or community presentations, without obtaining prior written approval from the Village. Any photographs taken of Village property in the execution of the Consultant's work may not be re-used by the Consultant for advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the Village.

2.6.5. In the event a Deliverable, whether on hard copy or contained in electronic media, is modified or reused on an extension or renovation of the Project or on any other project without Consultant's involvement or prior consent, Consultant's name and seal shall be removed and obliterated from those Deliverables.

2.6.6. Any such modification or reuse of a Deliverable shall be without liability or legal exposure to Consultant. Consultant shall not be liable for injury or damage resulting from any such modification or reuse of those Deliverables and such modification or reuse shall be at the user's sole risk.

## SECTION 3 CONTRACT ADMINISTRATION

### 3.1 Village Representation

3.1.1. The Director will administer the Agreement and, as such, has authority to act on behalf of the Village to the extent provided in the Agreement. The Director's assigned duties, responsibilities and limits of authority may not be changed without the Village's prior written consent.

3.1.2. The Director may assign a Project Representative and/or Agent, who will be authorized to act on behalf of the Director with respect to the Services.

3.1.3. The Director will coordinate the Village's Agreement involvement and secure Village approval and acceptance as required to timely advance the Services.

### 3.2 Determinations by the Director

3.2.1. The Director is the sole interpreter of the Services required by the Agreement. Consultant concerns, questions, or proposals relating to the character and extent of the Services, acceptability of Services rendered and in-progress, and completed Deliverables and the interpretation of Agreement and Service requirements shall be referred to the Director in writing, with a request for a written determination. The Director will render such written determination within a reasonable time, acting in good faith, based upon facts known to him/her at the time.

3.2.2. Consultant, in the event it disagrees with a determination rendered by the Director may challenge that determination in accordance with the procedures and within the deadlines set forth in Section 11.

3.2.3. The Village shall be provided with a reasonable opportunity to respond to any notice, proposal, claim, or other matter at issue before Consultant exercises any right or remedy available under Agreement or Law.

### 3.3 Acceptance of Responsibility

3.3.1. Services rendered by Consultant for the Project shall be consistent with the requirements expressed in and reasonably implied from the Agreement. For example, if the Scope of Services requires a pre-design investigation, the Consultant shall provide an adequate investigation of existing field conditions, geotechnical aspects, structures, and other similar topics.

3.3.2. Consultant shall notify the Village in writing if, while performing Services, it determines that any aspect of the Project, for whatever reason, cannot be developed consistent with this Agreement or that any Village-provided facilities, information and services are incorrect or otherwise inappropriate for the Project.

3.3.3. Consultant will afford the Village full site access where Services are being performed and, at the Director's request, furnish any in-progress or completed Deliverables for the Village's review.

### 3.4 Village-Furnished Facilities and Information

3.4.1. The Village will furnish Consultant applicable Village standards and formats, as required for the timely furnishing and performance of Services.

3.4.2. The Village will provide Consultant reasonable access to the Village offices during business hours to obtain information necessary for the Services and will make reasonable efforts to schedule acceptable arrangements for the Village personnel to be available to Consultant for necessary meetings and/or interviews.

3.4.3. The following services shall be furnished by the Village:

- Access to the work site
- Review of documents submitted at the progress milestone review points and at other times, in accordance with the times allocated in Attachment C Project Schedule
- Assignment of an individual to the project in the capacity of Project Manager to work with the Consultant in the daily execution of the work and provide direction to the Consultant.

3.4.5 The following material shall be furnished by the Village to the Consultant as a part of the Agreement. The Village shall furnish to Consultant all applicable information and technical data in Village's possession or control reasonably required for the proper performance of the Services. Consultant shall be entitled to reasonably rely upon the information and data provided by the Village or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

- Copies of applicable standards and formats required by the Village;

- Reference drawings and operational data for existing water utility infrastructure including wells, treatment facilities, pumping and storage facilities, and water distribution main;
- Other information determined by the Village and Consultant to be relevant to the performance of services under this Agreement.

### 3.5 Coordination and Cooperation

3.5.1. Consultant agrees to work closely and cooperatively with the Village and any other consultant, vendor and contractor hired by the Village for this Project, or any other Project(s) which may require coordination efforts with the Consultant's Project.

3.5.2. The Village will cooperate with Consultant during the term of the Agreement and render determinations, provide comments, acceptance and approvals and other inputs as appropriate and necessary to timely advance the Services. The Director will coordinate the activities of Consultant with any Village units engaged on the Project.

3.5.3. The Director will coordinate the services and deliverables of any contractors and vendors hired by the Village in furtherance of the Project with the respective Services to be furnished by Consultant, and Consultant shall reasonably cooperate with such efforts.

### 3.6 Consultant Personnel

3.6.1. Consultant shall use sufficient numbers of qualified, competent, and experienced personnel, with suitable training, credentials and skill to timely render and complete the Services. Consultant personnel assigned to the Services shall be licensed in their respective disciplines, if required by Illinois Law or otherwise by the Village.

3.6.2. Consultant shall regularly monitor its assigned personnel recommendations, supervision and performance to confirm they continue to reflect the qualifications, experience and competency warranted by Consultant in this Agreement and required to properly complete the Agreement.

3.6.3. Consultant shall assign a Project Manager or Project Engineer, on its behalf, to supervise, manage and provide for Consultant's timely performance of Services in accordance with the Standard of Care. The designated Project Manager or Project Engineer may be replaced only with the Village's prior written approval.

3.6.4. The Project Manager or Project Engineer and other Consultant lead personnel shall be available to meet with the Village at Village- designated intervals and as specified in Attachment A to advance the Services.

3.6.5. Consultant covenants and warrants that all personnel it has engaged for Services on the Project shall not violate by performance of their work, any employment or other type of agreement previously executed.

3.6.6. Not used

3.7 Not used

### 3.8 Safety-Related Provisions

3.8.1. Consultant shall provide for the safety of premises where Services are performed, and the equipment that is being used. Consultant shall furthermore provide that it, as well as its Subconsultants and their respective assigned or sponsored personnel, employees and visitors shall follow safe practices while Services are being performed. The Consultant shall be responsible for the safe conduct of its own employees and/or subconsultants' employees on Village property.

3.8.2. Consultant, when requested by the Village, shall describe its proposed work methods and procedures prior to initiating Services at the site in furtherance of the Services, and comply with all resulting Village safety recommendations.

3.8.3. Before entering a construction site and providing any Services, at the request of the Contractor, the Consultant shall describe its methods and procedures and comply with all resulting Contractor safety recommendations. Neither the professional activities of the Consultant, nor the presence of the Consultant, or its employees and Subconsultants at a construction or Project site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Construction Documents and any health or safety precautions required by any regulatory agencies.

The Consultant and its personnel have no authority to exercise any control over any Contractor or its employees in connection with the work, nor over any health or safety programs or procedures. The Village agrees that the Contractor shall be solely responsible for jobsite safety and agrees that this intent shall be carried out in the Village's contract with the Contractor. The Village also agrees to require the Contractor to indemnify the Village, the Consultant, and the Consultant's Consultants and to make the Consultant and the Consultant's Consultants additional insureds under the Contractor's policies of general liability insurance.

3.8.4. Consultant shall abide by all requirements of the Village's Confined Space Entry Program.

3.8.5. The Village's supervisory control is limited to the direction of the order in which the work shall be performed and to the prohibition of work being performed in a manner likely to be dangerous.

### 3.9 Relationship with the Village

3.9.1. Until the Services in the Agreement shall have been fully performed, the Consultant, unless authorized in writing by the Village to do so, shall not employ any person who is an employee of the Village, or who was so employed within a period of ninety (90) calendar days prior to the date of this Agreement. Consultant may request Village waiver.

3.9.2. Consultant shall treat material and information including, but not limited to, documents, drawings, plans, data, of any type received directly or indirectly from the Village, its officers, agents and/or employees, or obtained as a result of, or in performance of, the Services, as confidential, except as specified herein. Material will be considered confidential unless disclosure (a) has been made public by the Village, or (b) has been authorized otherwise in writing by the Director, or (c) is required by Law, or (d) is reasonably necessary in the performance of the Services, but such disclosure shall be limited to an as-needed basis.

### 3.10 Records; Right to Audit

3.10.1. Consultant shall maintain, and require its Subconsultants to maintain, according to generally accepted professional practice and records management and accounting standards, written communication, memoranda, time sheets, expense vouchers and other financial records that verify Consultant's costs pertaining to the Services. Such records shall be stored in a suitably secure location for seven (7) years after the completion or termination of the Services or, if applicable, until the resolution of any dispute or appeal, whichever is later.

3.10.2. Consultant and its Sub-consultants shall provide the Village and its representatives or designee, with access and appropriate facilities to support the Village's right to examine or audit and copy records that verify its costs for the Services, otherwise required to be maintained by Consultant. The Village inspection access shall be provided during normal business hours, during the term of the Services, and until the expiration of the required retention period.

### 3.11 Intellectual Property

3.11.1. Consultant will furnish applicable licenses and pay, without additional reimbursement from the Village, all royalties and fees of any invention, design, process, software, product, device or methodology covered by patents and/or copyrights and provided and utilized by Consultant for the Services or as part of the Project.

3.11.2. If any Deliverable furnished by Consultant specifies the use of or incorporation into the Project of any invention, design, process, product or device covered by patent rights or copyrights, such fact shall be annotated in the relevant Deliverables by Consultant. This provision shall not apply if the royalties or fees for the invention, design, process, product or device at issue are normally included as part of its regular commercially quoted price.

3.11.3 Software and software applications produced for the Village will include modifiable program code submitted on acceptable media. Runtime versions may be used in actual applications.

3.11.4 Consultant hereby assigns to the Village any and all inventions, improvements, innovations, designs, artwork, logos, original expressions of ideas, trade dress, processes, improvements and trade secrets, whether or not patentable or copyrightable ("Developments") that Consultant may develop as part of the scope of services under this Agreement.

3.11.5. In the event Consultant conceives of, or creates, any Developments relating to matters encompassed by this Agreement, Consultant shall promptly and fully disclose the same, as soon as practicable and in writing. Further, Consultant shall execute upon the Village's request such documents as in the opinion of the Village are necessary or desirable to transfer all right, title and interest in any such Developments to enable the Village to obtain patents, copyright registrations, or other protections for any such Developments.

### 3.12 Indemnification

3.12.1. Consultant, to the fullest extent permitted by Law, shall, upon written notice, at its sole expense, indemnify (but not defend) and hold the Village, its elected officials collectively and individually, officers, employees, agents, successors and assigns, harmless from and against all suits, claims, liabilities, obligations, damages, penalties, losses, charges and expenses, including but not limited to reasonable attorney's fees and costs, expert witness fees and any costs of litigation and/or any dispute resolution cost which may be imposed upon, incurred by or asserted against the Village to the proportionate extent caused by any negligent act, error or omission or willful misconduct of the Consultant, their subconsultants, anyone directly or indirectly employed or retained by any of them, or anyone for whose professional acts any of them may be liable including but not limited to the following occurrences during the term of the Agreement:

3.12.2. Any bodily injury, including death, or property damage arising out of or in connection with the Services, and caused by any negligent act, error or omission or willful misconduct of Consultant, its Subconsultants, or anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable.

3.12.3. Any failure of Consultant or any Subconsultant, at any tier, or anyone directly or indirectly employed or retained by any of them or anyone for whose professional acts any of them may be liable, to perform their obligations, either express or implied, under the Agreement, including, but not limited to any violation of Law.

3.12.4. Consultant's indemnification obligation pursuant to paragraph 3.12.1.1 shall not be limited in any way with respect to any claim(s) brought by an employee of Consultant, due to a limitation on the amount or type of damages, benefits or compensation payable by/for Consultant under workers' compensation,

disability benefit or other benefit acts.

3.12.5. In the event any action or proceeding is brought against the Village by reason of a claim covered by this indemnification obligation, Consultant, upon written notice from the Village, shall promptly notify the Village that it is responding to such claim. The Village will cooperate with Consultant to the extent it is in the interests of the Village to do so, and, at its sole expense, Consultant shall resist and defend the action or proceeding or settle same at no cost or expense to the Village.

### 3.13 Laws and Legal Requirements

3.13.1. Consultant shall exercise reasonable professional care, diligence and judgment to become familiar, comply with and stay informed of all Laws, including, but not limited to the Village's regulations and ordinances, which may be reasonably expected to affect Services and Deliverables. The Village will not be responsible for monitoring Consultant's compliance with any Laws.

3.13.2. References to Law(s), unless otherwise defined in the Agreement, will mean Laws in effect during the performance of the Services. Unless modified by Amendment, the Consultant shall comply with all Laws and other applicable legal requirements in effect when the Agreement was executed, at no additional cost to the Village.

3.13.3. Consultant shall cooperate as reasonably necessary with the Village to assist it to obtain necessary permits and approvals, and as may be required to timely advance the Services. Consultant shall provide Services, such as furnishing technical criteria, written descriptions and design data to the extent required by or reasonable inferable from the Agreement for use by the Village in obtaining any requisite Project permits and approvals.

3.13.4. Consultant shall notify the Village in writing, if, while performing Services, it discovers any conflicts within the Agreement. Consultant shall revise any Deliverable affected by any such conflict, at no increase in Compensation and/or Completion Time, if the Consultant rendered such Deliverable knowing, or having reason to know of any such conflict.

3.13.5. If the Services require that Consultant compliance with certain applicable Law be demonstrated, in part, through code analysis reports, such reports shall review and evaluate the applicability and effect on relevant Deliverables of zoning, code, permitting and approval requirements of federal, State and local Agencies with approval authority or jurisdiction over the Project.

### 3.14 No Limitation on the Village's Rights

3.14.1. Rights and remedies of the Village as provided by the Agreement are cumulative to any rights and remedies otherwise provided by Law. The Village may, during the performance of or after completion of the Services, assert its right of recovery by any appropriate means, including, but not limited to dispute resolution, suit, recoupment of monies paid or counterclaim.

### 3.15 Federally-Funded Projects

3.15.1. Consultant, to the extent the project is funded in whole or in part by the federal government, unless specifically exempted by Agreement, shall comply with all applicable Federal laws.

3.15.2. Consultant shall comply with the applicable sections of the WIFIA Contract requirements presented in Attachment D WIFIA Contract Language. It is the responsibility of the Consultant to determine if these requirements apply to part or all of this Agreement.

### 3.16 IEPA-Funded Projects

The following, as required by 35 Ill. Adm. Code 365.630 – "Contracts for Personal and Professional

Services" is incorporated into this Agreement:

#### 3.16.1 Audit and Access to Records

- i. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of Public Water Supply Loan Program ("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 Environmental Protection Agency (the "Agency") or any of its duly 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 such access and inspection.
- ii. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- iii. All information and reports resulting from access to records pursuant to the above paragraphs shall be disclosed to the Agency. The auditing agency will afford Consultant an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- iv. Records under the above paragraphs shall be maintained and made available during performance on Agency loan work under this Agreement and until three (3) years from the date of final Agency loan closing. In addition, those records that relate to any dispute pursuant to 35 Ill. Adm. Code 365.650 (Disputes), 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 (3) years after the resolution of the appeal, litigation, claim or exception.

#### 3.16.2 Covenant Against Contingent Fees

Consultant 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, except bonafide employees. For breach or violation of this warranty, the Loan Recipient (i.e., Village of Romeoville) 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.

#### 3.16.3 Executive Order 12549

Consultant shall sign and execute a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 as furnished by the Agency.

#### 3.16.4 Disadvantaged Business Enterprise Utilization

In accordance with 35 Ill. Adm. Code 365.630(b), Consultant shall provide the Village and the Agency with a statement regarding the use of Disadvantaged Business Enterprises during the construction service phase.

Consultant agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible during the construction service phase of the program as sources of supplies, equipment, construction and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA.

Consultant acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

### 3.16.5 Non-discrimination Clause

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

### 3.17 Hazardous Materials

3.17.1. Consultant shall not, at any time, cause any Hazardous Materials to be brought upon, stored, manufactured, blended, handled, or used in, on, or about the lands, areas, properties or facilities furnished by the Village for any purpose except as lawful and necessary and in accordance with the Agreement.

3.17.2. Hazardous Material includes, without limitation, any material or substance which is designated as (a) a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Sec. 1321); (b) a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, (42 U.S.C. Section 6903 et seq.); (c) a "hazardous substance" pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. Section 9601 et seq.); or (d) a "hazardous" or "toxic" substance in any Law similar to, or in any amendment of, any of the Laws cited in this clause.

3.17.3. Unless the Agreement specifically contemplates the existence of Hazardous Materials at the Project site or that Consultant shall furnish Services related to Hazardous Materials, Consultant shall give immediate written notice to the Village, take appropriate safety precautions, and without liability for consequential or other damages, suspend those Services that would be reasonably affected by the existence of the Hazardous Material, in the event it unexpectedly encounters such Hazardous Materials at or near the site or has reasonable belief of their existence.

3.17.4. Every reasonable effort shall be made by Consultant to mitigate delay, delay costs and any ancillary costs resulting from any such suspension of Services. Alternatively, the Village, upon confirming the existence of the Hazardous Material, may for its convenience terminate the affected Services, or the Agreement as a whole.

3.17.5. If materials reasonably believed to be Hazardous Materials are encountered, the Village shall retain a separate properly insured consultant.

### 3.18 Consultant's Offices

3.18.1 The Consultant's local Illinois office, from which all project work will be administered, and to which all project correspondence shall be directed is located at:

Stantec Consulting Services Inc.  
350 N. Orleans Street, Suite 8000N  
Chicago, IL 60654  
Attention: Joe Johnson, PE

The Consultant's principal place of business, to which all official notices shall be sent is located at: Stantec Consulting Services Inc.  
350 N. Orleans Street, Suite 8000N  
Chicago, IL 60654  
Attention: Joe Johnson, PE

## SECTION 4 SUBCONSULTANTS

#### 4.1 Use of Subconsultants

4.1.1. Consultant retains full responsibility for hiring Subconsultants in whatever disciplines it deems necessary, to provide the required Services. Consultant shall employ Subconsultants, pursuant to Subagreement(s). Nothing in the terms and conditions of any Subagreement(s) shall violate the provisions of this Agreement. Nothing in the Agreement, nor any act or omission of the Village or its Commissioners, officers, employees or Agents, whether or not permitted by this Agreement, shall relieve Consultant of its sole responsibility for the Services.

4.1.2. All subcontracts entered into by the Consultant, including those involving the engagement of special consultants, pursuant to the work described herein, shall be made only after the Consultant secures the written approval of the Village. Said subcontracts between the Consultant and his subcontractors shall contain all applicable provisions of this Agreement.

4.1.3. Nothing contained in the Agreement, including the right of the Village to consent to or reject any Subconsultant, creates, or is intended to create a contractual relationship (privity) or any legal right or action in favor of a Subconsultant or other third party against the Village.

4.1.4. Services rendered by a Subconsultant (at any tier) shall be through a written Subagreement expressly binding that Subconsultant to the applicable requirements of the Agreement. Each Subagreement will require the Subconsultant to assume toward Consultant all applicable obligations, duties and responsibilities Consultant assumes toward the Village.

4.1.5. Consultant will notify Village of its intent to use Subconsultants to perform any services under this Agreement and provide the names of Subconsultants to be used to the Village prior to authorizing Subconsultants to perform any services.

4.1.6. Consultant shall investigate prospective Subconsultants to verify that they possess personnel with the requisite qualifications, skill and experience. Consultant shall be responsible for Services rendered by any Subconsultant, at any tier, to the same extent the Consultant is responsible for Services Consultant directly renders.

4.1.7. Consultant, in the event it concludes a Subconsultant is required for the Services, shall inform the Village in writing of the scope of subconsulting necessary. The notice shall describe the qualifications needed and the part of the Compensation it wishes to designate for the prospective Subconsultant.

4.1.8. Consultant shall promptly resolve any situation in which any Subconsultant is failing to meet the stipulated standard of care as determined by the Director, so as to ensure that Services are fully compliant with the requirements of the Agreement.

4.1.9. Consultant is solely responsible for the performance and timely completion of the Services, regardless of whether such Services are performed by Consultant or its Subconsultants (at any tier).

#### SECTION 5 INSURANCE

##### 5.1 Consultant's Insurance General Requirements

5.1.1. Consultant, before providing Services, shall obtain and maintain, through the term of the Agreement, including any extensions, at its sole expense, insurance, as designated and in the amount required in paragraphs 5.2 through 5.4.

5.1.2. Certificates of insurance evidencing the required coverage, including mandated endorsements shall be furnished to the Village before beginning performance. Actual or certified copies of the insurance policies shall, upon request by the Village, be provided to the Village as is acceptable to the Consultant.

5.1.3. To the extent coverage is commercially viable, the insurer's costs of providing the insured's defense and appeal, including reasonable attorney's fees, under any of its insurance policies will be supplementary to and shall not be included as part of the policy limits, but will remain the insurer's separate responsibility.

5.1.4. These insurance requirements do not limit the liability of Consultant and should not be construed to do so. The Village does not represent that the specified coverage or limits are sufficient to protect the Consultant's interests or liabilities. Insurance coverage for the Services rests solely with the Consultant.

5.1.5 Insurance required by the Agreement will be provided by insurers authorized to do business in Illinois having at least an "A-" current Best's Rating and a Best's Class VII or better financial size category. Policies and certificates of insurance shall be endorsed to provide that coverage will not be canceled or renewal refused unless thirty (30) Days prior written notice has been delivered to the Village and Consultant. Coverage nearing expiration during the period in which it is to remain in full force and effect will be renewed without any lapse in coverage and a certificate confirming the renewal or continuation of insurance will be promptly submitted to the Village.

5.1.6. The Village may order the Services to stop and payments to Consultant to cease, in the event any required insurance is canceled or not renewed, or any limits reduced so as to cause the Village, in its sole discretion, to believe the insurance to be no longer adequate for the Services. Delays in Completion Time and additional costs incurred in performing Services resulting from Services and/or payment being stopped because of these matters shall be the sole responsibility of Consultant.

## 5.2 The Consultant's Liability Insurance

5.2.1. Consultant shall purchase and maintain Workers' Compensation and Employer's Liability Insurance, Commercial General Liability, Commercial Automobile Liability, Excess Liability Insurance, and other insurance as may be appropriate to the Services and required by the Village. Such policies of insurance will provide protection from claims that may arise out of or result from Consultant's performance or nonperformance of the Services and/or Consultant's other obligations under the Agreement. Coverage will be provided whether Services are furnished by Consultant, anyone directly or indirectly employed by Consultant, or anyone for whose professional acts Consultant may be liable.

5.2.2. Consultant shall maintain for any employee resident of and hired in Illinois, insurance for benefits payable under Illinois' Workers' Compensation Law, with limits no less than required by statute. Consultant will maintain insurance for employees covered by Worker' Compensation Laws of another state or participate in a mandatory state fund to cover any such employee.

5.2.3. Commercial General Liability Insurance shall be on an occurrence basis, equivalent to that required by the current edition of standard ISO Form CG 00 01. The policy shall include, as appropriate to the Services and the Project, contractual liability, explosion and collapse and underground hazards, products and completed operations, independent contractors, and broad form property damage (including products and completed operations). Coverage limits will be no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate, \$2,000,000.00 products and completed operations aggregate, and \$1,000,000.00 personal and advertising injury. Completed Operations insurance, if required for Services, will be maintained for two (2) years after final completion of the Construction.

5.2.4. Commercial Automobile Liability Insurance coverage for liability arising from the ownership, maintenance or use of all owned, hired or non-owned vehicle (including contractual liability coverage) shall be consistent with Illinois statutory requirements and equivalent to that provided by the current edition of the ISO Form CA 00 01. Coverage limits shall be no less than \$1,000,000.00 combined single limit per accident.

5.2.5. Excess Liability (Umbrella) Insurance shall provide for employer's liability, general liability and automobile liability protection. The policy shall be at least as broad as the underlying policies of liability insurance. Coverage limits shall be no less than \$5,000,000.00.

5.2.6. Environmental Impairment Liability Insurance, if required by the Village, shall provide for liability arising from bodily injury, property damage and environmental clean-up, with coverage limits to be determined.

5.2.7. Consultant's insurance shall be endorsed, except for Workers' Compensation and Employer's Liability Insurance, to identify Consultant as the named insured and to add the Village, its officers, Council, Agents and employees as additional insureds. The insurance afforded to the Village will be primary, and neither the coverage nor the limits under the Consultant's policies shall be reduced or prorated by the existence of any other insurance applicable to any loss the Village may have sustained. Workers' Compensation and Employer's Liability Insurance shall be endorsed to include a Waiver of Rights to Recover Endorsement in favor of the Village.

5.2.8. The deductible on any policy of insurance and any losses excluded for payment by the insurer because of the applicable deductible shall remain the responsibility of and be paid by Consultant.

5.2.9. Consultant shall promptly notify the Village in writing of any reduction in coverage limits over 50% of the insured aggregate amounts and whenever Consultant receives a claim involving the Services provided under this Agreement. Consultant shall also promptly notify the Village in writing of any claims received under other Agreements which may reduce coverage limits for the services provided under the policy for this Agreement. If upon analysis of existing coverage, or receipt of the aforementioned notice, the Village determines the aggregate coverage limits have been materially impaired and are no longer adequate for the Services, Consultant shall promptly deliver certificates of insurance evidencing the reinstatement of such coverage, or the Village, at its sole option, reserves the right to renew the insurance at Consultant's expense.

5.2.10. The Consultant shall require each Subconsultant to provide liability insurance as is required of Consultant, with limits appropriate to the sublet Services and potential perils, subject to the same requirements as set forth by paragraph 5.2.7.

5.2.11. The required insurance limits may be met by any combination or primary umbrella and/or excess liability policies.

### 5.3 Professional Liability Insurance (PLI)

5.3.1. Consultant shall maintain Errors and Omissions Liability Insurance, including Contractual Liability coverage. Consultant shall be the Named Insured, and the insurance shall provide protection arising from negligent acts, errors or omissions of the Named Insured, with a limit of \$4,000,000.00 per claim and aggregate for Consultant. If written on a claims-made basis, Consultant shall maintain said policy for at least three (3) years after final completion of Construction, providing the Village written evidence of actual coverage annually, until this obligation has been fulfilled.

### 5.4 Valuable Papers and Records Insurance

5.4.1. Consultant shall purchase and maintain Valuable Papers and Records Insurance with a limit of no less than \$400,000.00 per occurrence. Such insurance shall be sufficient to cover the loss of valuable papers, electronic media and records by fire, theft, or any other cause, while in the Consultant's care, custody and control. Policy shall remain in effect until final payment.

## SECTION 6 SCHEDULING REQUIREMENTS

### 6.1 Prosecution and Completion

6.1.1. In accordance with the Standard of Care, Consultant agrees to prosecute and complete the Work within the time limits specified herein, and in compliance with other requests that the Village may reasonably make unless delays are caused by force majeure or acts beyond control of the Consultant, including but

not limited delays arising from labor strikes, riots, war, acts or failures to act of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic.

6.1.2. Consultant, if required by the Director, shall submit initial and monthly updates of its schedule for the Services to the Director. Such schedule will be kept current, reflecting Consultant's most current rate of progress and approach to the Services and Deliverables. Consultant's Invoices shall reflect the progress supported by its schedule updates.

## 6.2 Compliance with Completion Times

6.2.1. Completion Times allowed for the furnishing, performance and completion of the required Services are designated in Attachment C Project Schedule.

6.2.2. If the Director determines that an overrun by more than fifteen (15) Days of any Completion Time is reasonably likely, then Consultant shall promptly do what is reasonably necessary to get back on schedule, unless Consultant demonstrates, to the reasonable satisfaction of the Director, that the delay is excusable.

6.3 Not used.

## 6.4 Excusable Delay (Excusable to Consultant)

6.4.1. Delays or hindrances caused by the Village or its Contractor or Agents which impact the work schedule by more than seven days shall be considered excusable delays under this Agreement and shall be compensated solely by an extension of time for such reasonable period as negotiated by the parties.

6.4.2 The permitting of the Consultant to proceed with its Services after the date of completion designated in Attachment C Project Schedule, or to any date to which the completion may have been extended, shall in no way operate as a waiver on the part of the Village of any of its rights herein.

6.4.3. No proposal or claim by Consultant for any Village caused delay of the Services will be valid unless the proposal or claim is submitted to the Director in writing within 14 days after the end of the delay and made before the date of final payment to Consultant.

6.4.4. A delay will be excusable and justify a revised Completion Time, if not caused by any negligent act, error or omission of Consultant, or Consultant's failure to act timely on a matter requiring its determination.

## SECTION 7 CONSULTANT OPINION OF COST

### 7.1 Cost Opinions

7.1.1. . If the Agreement requires Consultant to render cost opinions, Consultant's opinion of cost will require use of its experience and qualifications to apply pertinent industry cost data to the Project in accordance with the Standard of Care. Consultant's opinions of cost shall represent its best judgment as an experienced and qualified professional, based on Consultant's own construction cost data, its familiarity with the Project and its knowledge and use of generally available and acceptable construction industry cost data. Consultant's opinions, recommendations and assessments are limited by a) the accuracy and completeness of information upon which it may reasonably rely, b) schedule constraints or scope limitations, c) unknown or variable site or other conditions, d) other factors beyond Consultant's control. Any estimates as to construction costs are limited by a lack of control over financial and/or market conditions, including the future price of labor, materials, and prospective bidding environments and procedures. Consultant does not warrant or guarantee the accuracy or completeness of its Services to the extent impacted by these limitations and the Village should limit its reliance on the Services in like manner.

7.1.2. Consultant's opinion of cost will account for, among other factors, site location, extent of renovation,

and the Project schedule. Unusual cost factors that the Consultant recommends will be specifically noted and their costs segregated.

7.1.3. If the Agreement requires Consultant to render cost opinions, then the format and the estimate structure for which Consultant's opinion of cost is required will be identified in Attachment A Scope of Work.

7.1.4. The Village reserves the right to obtain a second opinion regarding estimated costs. In that event, Consultant shall be required to reconcile significant differences between the two cost opinions.

## SECTION 8 PAYMENTS TO CONSULTANT

### 8.1 Compensation for Services Rendered

8.1.1. The Compensation stipulated in Attachment B Basis of Compensation represents the full payment due from the Village for the satisfactory furnishing, performance and completion of the Services.

8.1.2. The Village will make partial payments to Consultant based on the separate Compensation items detailed in Attachment B Basis of Compensation, subject to any further Village-required cost breakdowns necessary to more properly and accurately ascertain progress.

8.1.3 No expenditures or charges shall be included in determination of the costs to be reimbursed to the Consultant that are 1) contrary to the provisions of the Agreement and 2) incurred without the consent of the Village.

8.1.4. If Federal funds are involved, then all applicable Federal Accounting Principles must be followed.

### 8.2 Conditions Governing Payment

8.2.1. The Village will make payments for Services rendered based on monthly Invoices for Payment ("Invoices") submitted by Consultant and evaluated and approved, with or without adjustments, by the Director. Payment for any Deliverable, which is due before, or with any Invoice, will require the Director's receipt and/or acceptance or approval of that Deliverable.

8.2.2. Unless otherwise specified, Consultant shall submit Invoices, no more than once every thirty (30) Days, and not less frequently than once every forty-five (45) Days, unless authorized by the Director, attaching a report describing the Services rendered for which payment is sought. Each Invoice shall detail (1) Compensation breakdown; (2) amount invoiced through the preceding Invoice; (3) amount invoiced for the current period; (4) percentage of Services completed; and (5) Compensation remaining, after that Invoice.

8.2.3. Not used.

8.2.4. Timely submittal of Invoices is a material term of the Agreement, the failure of which may result in (1) an order to stop Services until such deficiencies are corrected; (2) the auditing of Services covered by the Invoice; and/or (3) termination for cause in the event such violations are not promptly corrected and/or adversely affect any Completion Time.

8.2.5. In the event payment is conditioned on a Deliverable, and the Deliverable requires testing by the Village, approval or disapproval of the Invoice will be made upon completion of the testing.

8.2.6. The Director, in the event he/she disputes an Invoice, will recommend payment of the unquestioned amount and request Consultant to support the amount at issue. The amount at issue will be withheld until the Village receives a written response that the concerns raised by the Director have been satisfied.

8.2.7. The Village will make payments approved by the Director in accordance with the Illinois Prompt

Payment Act. (50 ILCS 505/1)

8.2.8 It is the responsibility of the Consultant to determine if the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq. applies to part or all of this Agreement and shall comply with any applicable requirements thereof.

8.2.9. In the event that part of any payment is disallowed by an audit, the Village shall have the right to recover the overpayment from future amounts due, offset from funds due on other agreements with the Consultant, or recover directly from the Consultant along with all costs of recovery.

### 8.3 Payments For Overall Multiplier Services.

8.3.1. Direct Labor Cost (DLC) shall be defined as the total direct wages regularly paid to all personnel authorized by the Village to charge person-hours directly to the project. Compensation for the Direct Labor Cost (DLC) of any individual, including principals, engaged in the work under this Agreement shall be invoiced at that individual's authorized, regular direct wage rate, but in no case shall that rate exceed \$125.00 per hour, unless otherwise specifically approved by the Village in writing.

8.3.2. In order for any of the Consultant's engineering and technical personnel to be authorized to make charges to this project the Consultant shall, before commencing actual work, submit to the Village, for its approval, a list enumerating the names of proposed engineers and technical personnel, their employee numbers (if any), wage or salary rates, exact job titles, and general job classifications (i.e., principal, engineer, architect, etc.)

8.3.3. If Attachment B Basis of Compensation stipulates payments on an Overall Multiplier method, payments will be made based upon mutually agreed to DLC multiplied times a Village approved Overall Multiplier, on such cost. The Agreement's Overall Multiplier is designated in Attachment B.

8.3.4. DLC charges by Consultant principals and/or officers will be limited to direct labor associated with the delivery of Services defined in Attachment A.

8.3.5. The amount of invoiceable Compensation will be determined by the product of the Consultant's actual DLC times the Overall Multiplier plus Subconsultant costs and reimbursable costs owed to Consultant. DLC shall be supported by time sheets or payroll records.

8.3.6. Reimbursable costs will constitute those costs, exclusive of DLC, indirect costs and Subconsultant costs, directly chargeable to the Services, as stipulated in Attachment B Basis of Compensation, or otherwise mutually agreed to by the Village and Consultant and will be subject to expense voucher. Reimbursable costs may be invoiced by Consultant at its final net cost without markup of any kind. When the Consultant is authorized reimbursement of travel, meals, or lodging expenses, a "not to exceed" amount will be established prior to incurring the expense. Unless otherwise approved by the Director, the following costs are not allowed as direct costs but shall be contained in the Overall Multiplier:

- Costs precluded under Code of Federal Regulations, 48 CFR Part 31;
- Costs precluded under OMB Circular A133
- Transportation to/from Consultant's local office and Village facilities;
- Transportation within Northeastern Illinois (Cook County and collar counties) related to project meetings with parties other than Romeoville;
- Transportation costs to/from Consultants local office and other non-local Consultant offices, and per diem costs, unless specifically approved by the Director;
- Computer time, Digital imaging, and CAD;
- Printing (other than printing of deliverables, plans & specifications);
- Working lunches;
- Ordinary Business Supplies

- (telephone, photocopies, etc.)

#### 8.3.7 Not used.

8.3.8. At the Village's discretion, the Overall Multiplier may be subject to renegotiation if the duration of the Agreement exceeds 24 months or if the Agreement calls for both a separate office assignment followed by a separate field assignment.

8.3.9. Overtime labor costs, if part of Consultant's normal practice, or when necessary to maintain the schedule or recover schedule, or for Consultant's convenience will be invoiced at regular hourly direct labor rates. Except as otherwise set forth below, the cost of any premium paid to employees for overtime charges will be entirely incurred by Consultant.

8.3.10. In the event overtime is required as a result of a change in the scope of Services or for the Village's convenience, the actual amount of premium wages paid to Consultant's employees for such overtime Services, if previously authorized in writing by the Village, will be invoiced to and paid by the Village. The amount of invoiceable Compensation will be determined by the product of the Consultant's regular direct labor cost times the overall multiplier plus the direct cost differential for overtime without the multiplier. (Example: if an hourly rate is \$100 and the multiplier is 2 then one hour of overtime would be calculated as  $(\$100 * 2) + \$50 = \$250$ ).

8.3.11. Consultant will not be paid for personnel hourly charges unless Consultant has actually paid those wages.

8.3.12. The Village shall not be liable for payment beyond the "not to exceed" limits set forth in Attachment B Basis of Compensation, for the DLC, Subcontractor fees and Reimbursable Direct Costs. Unexpected monies in one phase are not transferable to another phase without the approval of the Director. In the event that the Consultant exceeds the "not to exceed" limit set forth, it is understood and agreed that Services required by this Agreement shall be completed without additional compensation, unless it is mutually agreed that a change in scope of Services has occurred, and that additional compensation is negotiated and agreed upon by both parties to this Agreement.

#### 8.4 Correction of Design Errors or Omissions

In the event that a correctable design error or omission is discovered during design review, bidding, or construction of the project, the Consultant shall promptly correct the design error or omission by revising the contract documents as necessary. To the extent such design error or omission is the result of the Consultant's failure to meet the Standard of Care, such correction shall be at no additional cost to the Village. This provision does not abrogate the Village's rights to claims for damages for errors and omissions under this Agreement or other Illinois law.

#### 8.5 Final Payment

8.5.1. Upon completion of the work described herein, the Consultant shall notify the Village and shall submit a final invoice for the fee earned in the performance of this work. The final invoice shall also summarize invoices previously submitted for reimbursement. The total fee shall not exceed the amount(s) set forth in Attachment B Basis of Compensation and any amendments or change orders to this Agreement. Upon receipt of a final invoice, the Village shall review the cost records of the Consultant and, if appropriate, shall identify its agent or designee who will perform the audit. The Village shall, upon completion of the review, notify the Consultant of any Services that fail to meet the Standard of Care. If the Village finds no deficiencies, or if the Consultant corrects all deficiencies noted by the Village within 30 days, the Village shall, subject to the provisions of the Agreement, pay the final invoice.

8.5.2 The acceptance of the work by the Village shall not, however, relieve the Consultant of the responsibility for any deficiencies which may be discovered at a later date.

8.5.3 Prior to final payment to the Consultant, the Consultant shall execute and deliver to the Village, the Village's standard form for release of all claims against the Village arising under or by virtue of this Agreement.

## SECTION 9 CONTRACT AMENDMENTS

### 9.1 Directed Changes or Additional Services

9.1.1 Any and all adjustments in this Agreement which may become necessary due to changes in project scope, or otherwise requested by the Village, and which will affect either the work time, schedule, or fee specified in the Attachments shall be negotiated between the Village and Consultant.

9.1.2 The Director and Consultant jointly will establish procedures for processing Additional Services. Such procedures will provide that the Director, directly or through a designee, may initiate processing of Additional Services by describing their scope and requesting Consultant to submit a proposal.

### 9.2 Consultant Initiated Changes in the Services

9.2.1. A proposal or claim by Consultant for an adjustment resulting from constructive changes in the level of Services will not be allowed for any costs or delay incurred more than thirty (30) Days before Consultant gives its required written notice to the Village.

### 9.3 Additional Provisions

9.3.1. Compensation and Completion Times may be changed only by Amendment signed by the Village.

9.3.2 The Village may direct the Consultant to proceed with work in dispute, whether by scope or by terms of an Amendment.

## SECTION 10 TERMINATION

### 10.1 Termination for Cause by the Village

10.1.1. The Village, upon serving written notice of intent to terminate, may initiate termination of the Agreement and Consultant's right to provide further Services, in the event that the Director has determined that the Consultant has failed to perform in accordance with the requirements of the Agreement.

10.1.2. The Village will be entitled to terminate and stop making payments, if Consultant, within fifteen (15) Days after receiving the intent to terminate for cause notice, fails to correct the non- performance. In the event of a Consultant filing for bankruptcy, this Agreement is terminated immediately. The Village may thereafter prosecute the Services to completion by agreement with another consultant or as the Village, in its sole discretion, may otherwise deem expedient. Consultant shall be liable to the Village for costs and damages sustained by the Village resulting from the termination and/or the enforcement of these termination provisions, including, but not limited to reasonable attorneys' fees and litigation costs.

10.1.3. The Village, upon completion of the Project, will deduct from the Compensation the cost of completing the Services (or cost of non- performance) together with any other losses, costs and damages the Village incurs in completing the Services. If the costs of completing the Services and other losses, costs and damages exceed the amounts approved for payment, Consultant is liable to the Village for the difference, which Consultant shall pay to the Village immediately. To the extent cost of completing the Services and other losses, costs and damages are less than the amounts approved for payment, the Village will make payment to Consultant of any unpaid amount, which was approved for payment but withheld pursuant to the termination. Upon termination of this Agreement in accordance with Section 10, the Consultant shall not be entitled to any additional compensation for future profits.

~~10.1.4. If, after Consultant is terminated for cause, it is determined either by negotiation with the Village or~~

through alternate dispute resolution or litigation, that Consultant was not in default, then the termination will be deemed to have been for the convenience of the Village. In that event, Consultant may recover from the Village payment, to the extent provided in paragraph 10.2.2.

## 10.2 Termination for the Village's Convenience

10.2.1. The Director, upon seven (7) Days' prior written notice to Consultant, without cause and/or prejudice to any other right or remedy it may have, may terminate the Services, in whole or in part, as the Village deems appropriate for its convenience. Written notice will be by letter delivered either in person to the Consultant's authorized project representative or by registered mail or delivery service requiring signature for delivery to the Consultant's place of business.

10.2.2. In the event of a termination for convenience, Consultant will be paid for properly authorized Services completed to the effective date of the termination, and for obligations relating to commitments, if any, that had become firm prior to the termination. Payment to Consultant will exclude any and all anticipated administrative costs and profit on unperformed or uncompleted Services. Consultant may suspend or terminate Services under this Agreement upon thirty (30) days' notice in writing in the event the Village has committed material breach of this Agreement. Non-payment of the Consultant's invoices will be considered a material breach of this Agreement.

## 10.3 Actions of Consultant Upon Termination

10.3.1. Consultant, upon receipt of a notice of termination, shall proceed in accordance with any specific instructions in the notice, and unless required otherwise, cease rendering Services to the extent specified, protect all Deliverables, and make every reasonable effort to mitigate costs that may result from the termination. Consultant, promptly after making such arrangements, shall turn over to the Village all confidential material and information received directly or indirectly from the Village, project-related information and data, work product to date, equipment, materials, items and objects obtained or acquired by Consultant.

## SECTION 11 DISPUTES

### 11.1 Claims

11.1.1. Claims between the Village and Consultant, resulting from the Agreement and/or its purported breach, unless otherwise barred by the final payment provisions of this Agreement, will be resolved as provided herein, and such resolution attempt will be a condition precedent to litigation.

11.1.2. A Consultant claim means a written demand appealing a written Director determination and seeking an adjustment in Compensation, payment of monies due, an extension in Completion Time, or any other relief arising under or relating to the Services. A claim includes a counterclaim, dispute, appeal and any other contractually related matter at issue between the Village and Consultant.

11.1.3. Not used.

11.1.4. The Director, within thirty (30) Days after receiving Consultant's claim with supporting data and sum certain, shall review the claim. The Director shall deliver written notice to Consultant as to his/her final determination. The Village and Consultant agree that any dispute relating to the Services of the Consultant and its Subconsultants will be decided through direct negotiations between the parties involved prior to mediation, and litigation.

11.1.5. The Village and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in

effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

11.1.6 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in the court specified in Section 11.2.3.

## 11.2 Litigation

11.2.1. In the event the Director and Consultant fail to agree, the Consultant or Village, except if otherwise excluded by Law or this Agreement, may file suit in accordance with paragraph 11.2.3.

11.2.2. Consultant, pending final resolution of any dispute shall diligently continue to perform the Services, and comply with any reasonable decision of the Village and/or Director.

11.2.3. Venue-Consultant agrees that this Agreement, and any subsequent amendments, addenda or modifications that are awarded pursuant thereto, is governed by, and construed in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity and performance. Consultant further agrees that the proper venue to resolve any dispute which may arise out of this agreement is the appropriate Court of competent jurisdiction located in Will County, Illinois.

11.2.4. This restriction includes any action at law or suit in contract, equity or tort, arising under or relating to the proposing, award, performance or completion of the Services, payment for Services performed, termination or any other claim resulting from or arising out of, or relating to the Agreement, in addition to any method provided by Illinois Law. Consultant agrees to consent and submit to service of process at the address specified by this Agreement.

11.2.5. Consultant shall insert a provision containing these venue and choice of law requirements in all Sub-agreements between Consultant and Subconsultants, altering the provision only as necessary to properly identify the parties.

## SECTION 12 ADDITIONAL PROVISIONS

12.1. If a determination is made by the Director or court order that the Consultant is liable to the Village for damages, the Village is entitled to withhold the amount due from payments to Consultant. If the Village does not hold sufficient funds to offset the Consultant's liability, the Village may choose alternative means to recover the amount due and owing.

12.2. Not used.

12.3. The relationship of Consultant to the Village is and will be that of an independent contractor. No liability or benefits arising out of or related to a contract for hire or employer/employee relationship will arise or accrue to either party's agent or employee with respect to the Village as a result of the Services. Liabilities and benefits barred by this clause include, without limitation workers' compensation and disability benefits, retirement rights or liabilities and insurance rights or liabilities, of any kind.

12.4. If any provision in the Agreement is invalid, illegal or unenforceable, all other provisions of the Agreement will nevertheless remain in full force and effect. If any provision in the Agreement is inapplicable to any Person or circumstance, the provision will nonetheless remain applicable to all other Persons and circumstances.

12.5. Consultant shall not sell, assign, transfer or otherwise convey any of its rights, nor will it delegate any of its duties, obligations and responsibilities under the Agreement without prior written consent of the Village and its Purchasing Administrator. The Village, in its sole discretion, may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, conveyance or delegation in violation of this clause will be void and relieve the Village, at its discretion, of any further liability under the Agreement. Any Village consent in writing to an assignment will not release or discharge Consultant from any duty, obligation or responsibility set forth in the Agreement unless otherwise stated to the contrary in the consent.

12.6. This Agreement will be binding on the Village, Consultant and, at the Village's option, all Consultant's successors and legal representatives, and, if properly assigned in accordance with paragraph 12.5, all of Consultant's respective assignees and delegates.

12.7. Consultant and its Subconsultants are not agents of the Village, and nothing contained in the Agreement shall either expressly, or impliedly authorize, empower or constitute Consultant or any Subconsultant to be considered agents of the Village. Consultant or any Subconsultant is neither authorized nor empowered to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the Village, nor may they bind the Village in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the Village.

12.8. A waiver by the Village of any provision of the Agreement must be in writing and apply only to the specific matter and not to other similar or dissimilar matters. A waiver by the Village of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach.

12.9. On termination and/or completion of this Agreement, all warranty, infringement, confidentiality, and liability obligations and limitations, which by their nature are intended to survive, will survive. Termination or completion will not prejudice either party to require performance of any surviving obligation due at or after the time of termination or completion.

12.10. Headings of Sections and paragraphs in this Agreement are for convenience only. No such headings shall be used to construe or interpret the scope or intent of this Agreement, or in any way affect any of them.

12.11. If the context of any provision so requires, the singular number includes the plural and vice versa, and the use of any gender includes any other and all genders.

12.12 No person shall be employed on this contract unless they are a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of Title 8 of the United States Code.(70 ILCS 2605/11.15), or an individual who is otherwise legally authorized to work in the United States.

#### 12.13 Security

12.13.1 The Village's facilities have certain security requirements and may be subject to heightened security from time to time. The Consultant shall co-operate fully, at no cost to the Village, with security checks, personnel processing, drills and programs that may be required.

12.13.2 The Consultant shall provide a list of personnel assigned to work on this project with State driver's license numbers, or other suitable identification, that may be used by the Village for security background checks. Individuals who will be entering Village Facilities in the course of their work must provide a copy of their driver's license with this submittal.

12.13.3 The Consultant shall limit access to information on Village facilities only to employees assigned to this Project and that have been submitted to the Village for security background checks. Project information may be required to be specially segregated and safeguarded, depending on the threat level and the security

sensitivity of the project.

12.13.4 In the event of a terrorist attack within the boundaries of the Village or a State or Federally declared emergency in the Village or a county adjacent to the Village:

12.13.4.1 Upon Village direction, the Consultant's equipment and personnel and subconsultants equipment and personnel assigned to this Agreement shall be fully available to the Village without reservation. The Consultant shall take direction from the Director to assist when and where needed for the duration of the emergency. As much as is practical, the Consultant shall maintain Time and Material (T&M) sheets and submit them to the Village on a daily basis.

12.13.4.2 The Consultant shall take steps to segregate and safeguard all Village information. The Consultant shall then report to the Director what steps have been taken and request direction. This includes such steps as making immediate back-ups of project files and data.

## SECTION 13 SPECIAL CONTRACTURAL TERMS

13.1 Inclusion – This document, its amendments, its attachments, and all documents incorporated by reference constitute the entire Agreement between the parties.

13.2 Confidentiality – The Consultant agrees to not disclose information or provide documentation concerning this Agreement or project to any third party without written approval of the Village. If any records are subpoenaed or requested under any law or statute by a court or regulatory agency, the Consultant will immediately inform the Village of the subpoena or request and provide full disclosure and documentation of the issue or case involved as well as copies of all disclosures made.

13.3 Limitations on Liability – The Consultant will be liable for special or consequential damages in addition to direct damages when special circumstances and conditions are expressly recognized by the Consultant and the Village, and the intent for the Consultant to be liable for said damages is expressly set forth in this Agreement or any amendment or modification thereto.

IN WITNESS WHEREOF, undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

Stantec Consulting Services, Inc.  
350 N. Orleans Street, Suite 8000N  
Chicago, IL 60654

Village of Romeoville  
1050 West Romeo Road  
Romeoville, IL 60446

By:

\_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

By:

\_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST

By:

\_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST

By:

\_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

## ATTACHMENT A SCOPE OF SERVICES

# **1 Project Background**

Through the Alternative Water Source Program (AWSP), the GPWC is designing, constructing, and bringing into operation a new system for supplying GPWC members with treated Lake Michigan water supplied by the Chicago Department of Water Management (CDWM). As a member of the GPWC, the Village requested professional engineering services to design water mains that run parallel to the GPWC water mains through Romeoville, in order to serve their local community. This scope of work includes engineering design services for the three water main corridors, as described below.

## **1.1 Hamrick Road**

This corridor includes approximately 950 feet of 8-inch water main in Hamrick Road, which will run parallel to the GPWC 20-inch water main. The design effort is anticipated to require modifications to six (6) sheets of the AWSP Work Package (WP) AWSP-06-01 design and the creation of eight (8) new sheets to adequately convey the necessary information.

## **1.2 Romeoville Primary Water Delivery Structure Site to Belmont**

This corridor includes approximately 1,250 feet of 16-inch water main, with about 75 feet located beneath the roadway and the remaining 1,175 feet situated within the greenway. The design effort is anticipated to require modifications to eight (8) sheets of the AWSP WP 06-01 design and the creation of four (4) new sheets to adequately convey the necessary information.

## **1.3 Helen/Budler Extension**

This corridor includes approximately 3,200 feet of 12-inch water main, with all but 250 feet expected to be located within ComEd greenway space. The design effort is anticipated to require modifications to seven (7) existing plan sheets of the AWSP WP AWSP-02-05 design and the creation of seven (7) new sheets to adequately convey the necessary information. The scope of work for this corridor includes additional coordination efforts with ComEd, however, it is assumed that the Village will be responsible for securing its own access agreements and easements.

Reference: Romeoville Parallel Projects Water Source Program

## 2 Scope of Services

Stantec will perform the engineering services, as described below, to support the Village's request.

Design work to include plan/profile sheets, maintenance of traffic, restoration, and specifications required for construction.

### 2.1 Meetings and Coordination

For each work package, 4 hours (8 total) has been estimated for Meetings and Coordination items specific to the parallel projects if it cannot be incorporated into the regularly scheduled monthly meetings with Romeoville.

### 2.2 Field Investigations

This scope and agreement assume that results from field investigations performed for the design of GPWC improvements adjacent to the proposed City of Romeoville improvements will be used for this design. No budget for additional field investigations is included in this base Scope of Services.

During the development of this proposal, several locations were identified where subsurface utility engineering (SUE) investigations could provide additional confidence related to the location of existing utilities. Should the Village wish to include SUE for these locations, the following investigations could be added to the scope for an additional fee as noted in Basis of Compensation.

AWSP 06-01: For Hamrick Road: 3 potholes in the pavement with traffic control, and 3 Sonde (for blind connections). For Romeoville Primary: 0 potholes and 1 Sonde is anticipated.

AWSP 02-05: No additional field work required.

### 2.3 60% Design

AWSP 06-01: Includes sheets for: demo, local / parallel main plan, utility relocation, restoration, soil erosion and sedimentation control, maintenance of traffic, subsurface utility engineering.

AWSP 02-05: Includes sheets for: local / parallel main plan, restoration, soil erosion and sedimentation control, maintenance of traffic.

**Reference:** Romeoville Parallel Projects Water Source Program

Note: Parallel project mains have been taken into consideration with the design of the regional main horizontal and vertical alignment, however, profiles will not be developed for the 60% design submittal but will be shown in plan view for both work packages.

## **2.4 90% Design**

AWSP 06-01: Includes sheets for: demo, local / parallel main plan & profile, utility relocation, restoration, soil erosion and sedimentation control, maintenance of traffic, subsurface utility engineering, technical specification development.

AWSP 02-05: Includes sheets for: demo, local / parallel main plan & profile, restoration, soil erosion and sedimentation control, maintenance of traffic, technical specification development.

## **2.5 100% Design**

AWSP 06-01: Includes sheets for: demo, local / parallel main plan & profile , utility relocation, restoration, soil erosion and sedimentation control, maintenance of traffic, subsurface utility engineering, technical specification development.

AWSP 02-05: Includes sheets for: local / parallel main plan & profile, restoration, soil erosion and sedimentation control, maintenance of traffic, technical specification development.

# **3 Lead Project Team**

Stantec's team is composed of the following individuals.

- **Darren Fox**, PE – Project Technical Lead
- **Matthew Leshner** – Project Manager
- **Brad Clark**, PE – Work Package Lead for AWSP-06-01
- **Meredith Cariglio**, PE – Work Package Lead for AWSP-02-05
- **Lila Fehr**, PE – Lead Engineer for AWSP-06-01
- **Noah Militello** – Lead Designer for AWSP-02-05

Reference: Romeoville Parallel Projects Water Source Program

## 4 Assumptions

The scope of services and level of effort presented are based on the following assumptions.

- Design of the three water main corridors will be incorporated into one of the existing GPWC work packages for bidding as a single contract and will use the GPWC standards modified to meet the Village's requirements.
- Design of the three water main corridors will not require additional survey. The Helen/Budler extension will utilize Will County contour data for small area adjacent to Budler Road.
- Engineering Services During Construction and Construction management services are not included in this scope of work.
- Corrosion Control design details developed for the GPWC 02-05/06-01 Work Packages will be used for local/parallel water mains.
- For the Helen/Budler Extension, securing access agreements and easements for the Village is not included in this scope of work. It is assumed the Village will be responsible for securing these items.

## ATTACHMENT B BASIS OF COMPENSATION

Attachment B

Romeoville Parallel Project for Alternative Water Source Program  
Basis of Compensation: 2025

The total Time and Material Not-to-Exceed fee of \$236,900. Work will be billed at an hourly rate billed at a multiplier of 3.15. **Table 4-1**, below, summarizes the fee by task.

**Table 4-1. Fee Summary Table**

<b>Water Main Corridor</b>	<b>Stantec</b>
Hamrick Road	\$ 58,000
Romeoville Primary Water Delivery Structure Site to Belmont	\$ 48,000
Helen/Budler Extension	\$ 122,500
Project Management	\$8,400
<b>Totals</b>	<b>\$236,900</b>

Supplemental Fee for Subsurface Utility Engineering (SUE)

If SUE investigations described as optional scope under Task 2.2 are authorized by the Village, the total fee presented above will be increased by \$15,000 to cover the cost of the proposed pothole and sonde locate services.

# ATTACHMENT C PROJECT SCHEDULE

Attachment C

Romeoville Parallel Project for Alternative Water Source Program  
Project Schedule: 2025

The following table presents a summary of the schedule for submittal of deliverables to the Village under this Agreement assuming a September 1, 2025 notice-to-proceed. If the Village's notice-to-proceed is delayed, submittal dates will be adjusted by the duration of the delay.

<b>Deliverable</b>	<b>Anticipated Submittal Timeframe</b>
60% Design	July 11, 2026
90% Design	March 18, 2027
100% Design	July 28, 2027