VILLAGE OF GLENCOE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated as of the xx day of April, 2019, and is by and between the VILLAGE OF GLENCOE, an Illinois non-home rule municipal corporation ("Village"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and non-home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide professional consulting services in connection with the project identified below:

Consultant Name ("Consultant"): Strand Associates, Inc.

Address: 1170 South Houbolt Road, Joliet, Illinois 60431

Telephone No.: 815-744-4200

Email: ____________________________

Project Name/Description: Engineering Services – Glencoe-Winnetka Combined Water System Feasibility Report

Agreement Amount: $69,910

B. Project Description. The Villages of Glencoe and Winnetka are examining long-term options for the potential of combining their municipal water treatment and supply system. Given the Consultant's long history working with the Villages and its deep understanding of the Villages' water systems, the Village has selected the Consultant to provide an initial high-level investigation into the feasibility of the Villages of Glencoe and Winnetka developing a combined municipal water system.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the sufficient financial resources, and is experienced and competent to perform and complete the consulting services that are set forth in the Proposal located in Attachment A ("Services") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature at a similar location and time.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.
C. Commencement: Time of Performance. The Consultant shall commence the Services beginning April ___, 2019, after receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than the date that is 365 days after the Commencement Date ("Time of Performance"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all Services within the Time of Performance, notwithstanding any strike or other services stoppage by employees of either Consultant or of the Village.

D. Engagement Term. The Consultant shall commence the Services beginning April ___, 2019, after receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). The Agreement shall be in effect until final acceptance of services by the Village.

E. Reporting. The Consultant shall regularly report to the Public Works Director, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

Nonpayment 45 days after the date of receipt of invoice may, at Consultant’s option, result in suspension of Services upon five calendar days’ notice to Village. Consultant will have no liability to Village, and Village agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by Village. Upon receipt of payment in full of all outstanding sums due from Village, or curing of such other breach which caused Consultant to suspend Services, Consultant will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for services performed pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.
D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village. The Village's approval of the inclusion of Additional Services in the scope of this Agreement shall be memorialized by a written amendment.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONSULTANTS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval, which approval shall not be unreasonably withheld or delayed.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable of terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion
of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subconsultants. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subconsultants and subagreements used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village’s approval of any subconsultant or subagreement shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subagreement shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subconsultant of the Consultant, and every subagreement shall include a provision binding the subconsultant to all provisions of this Agreement.

D. Removal of Personnel and Subconsultants. If any personnel or subconsultant fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subconsultant. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village’s computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subconsultants of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.
SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise out of or in connection with the Consultant's negligent performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance.

1. Consultant shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by the Consultant, his agents, representatives, employees or subconsultants.

2. Coverage shall be at least as broad as:

a. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010, CG 2026, 002037 - Completed Operations Coverage; and

b. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

c. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

3. Consultant shall maintain limits no less than the following:

a. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

b. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

c. Umbrella Liability: $5,000,000 per occurrence with $5,000,000 general aggregate

d. Professional Liability: $2,000,000 per occurrence with $2,000,000 general aggregate
e. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

4. The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages

1. The Village, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of the Consultant's negligently performed Services, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, and agents.

2. The Consultant's insurance coverage shall be primary as respects the Village, its officials, employees, and agents. Any insurance or self-insurance maintained by the Village, its officials, agents, and employees shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees, and agents.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Village, its officials, employees, and agents as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims - made general liability policies will not be accepted.

7. The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

b. Workers' Compensation and Employers' Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees, and agents for losses arising from the negligently performed Services performed by Consultant for the municipality.

c. Professional Liability
Professional liability insurance with limits not less than $2,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed $50,000 without prior written approval.

1. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

2. Provide a certificate of insurance for review.

3. Professional liability insurance that provides indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing the following professional services, but not limited to the following:

   a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

   b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

6. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

7. Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, employees, and agents as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before Consultant commences the Services. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037—Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers
between the Village and Consultant; or (2) to create any relationship between the Village and any subconsultant of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Village's Right to Terminate or Suspend Services for Convenience. At any time, the Village may terminate or suspend the Services upon 15 days written notice to the Consultant, in whole or in part. In the event that this Agreement is so terminated or suspended, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other appropriate action to provide, perform, and complete the Services in accordance with all applicable governmental permits, licenses, or other approvals and authorizations that may be necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Consultant shall also comply with all conditions of any applicable federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

Page 8
2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of, or in connection with the Consultant's, or any of its subconsultants, negligent performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate for completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take appropriate action to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination; provided, however, Village will pay Consultant for Services completed prior to the date of termination.

3. Withholding of Payment by Village. The Village may, upon notification to the Consultant, withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

4. Termination of Agreement by Consultant: The Consultant may provide 30 days' notice to the Village for request to terminate this Agreement if the Village is in default of requirements of this Agreement. The Village shall have 10 days to cure default prior to termination. The Consultant shall not be liable to the Village for such termination.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Board. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Board.
I. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. **News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Administrator.

K. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village’s request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village. Reuse of Documents by the Village for purposes other than related to this Agreement shall be at the Village’s sole risk and without liability to the Consultant.

L. **GIS Data.** The Village has developed digital map information through Geographic Information Systems Technology ("GIS Data") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

   a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

   b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Administrator;

   c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

   d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use thereof; and

   e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose
whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.I.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glencoe
675 Village Court
Glencoe, Illinois 60022
Attention: Phil Kiraly, Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Steve Elrod, Village Attorney
Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Strand Associates, Inc.
1170 South Houbolt Road
Joliet, Illinois 60431
Attention: Matthew S. Richards, President and CEO

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.
M. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. **Exhibits.** Exhibits A attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, Village and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

By: 

Title: Deputy Village Clerk

VILLAGE OF GLENCOE:

By: 

Title: Village Manager

Attest/Witness:

STRAND ASSOCIATES, INC.

By: 

By: 

Page 14
ATTACHMENT A – SCOPE OF SERVICES
April 9, 2019

Mr. David Mau, P.E., Public Works Director
Village of Glencoe
675 Village Court
Glencoe, IL 60022

Mr. Brian Keys, Director of Water and Electric
Village Winnetka
1390 Willow Road
Winnetka, IL 60093

Re: Engineering Services
Glencoe-Winnetka Water Feasibility Report

Dear Mr. Mau and Mr. Keys:

This Proposal presents Strand Associates, Inc.’s (Consultant) anticipated Scope of Services and associated Compensation for providing engineering services to the Villages of Glencoe and Winnetka, Illinois (the Villages), for the Glencoe-Winnetka Water Feasibility Report.

Scope of Services

Proposed services can be described as follows.

1. Review the following items provided by the Villages as part of this project:
   a. Hard copy maps of the respective water distribution systems
   b. Geographic information system data layer of the Villages’ water distribution systems
   c. Water production data for the past ten years
   d. Fire hydrant test data
   e. 2014 Illinois Environmental Protection Agency (IEPA) Public Water Supply Inspection Report of Winnetka Water Plant
   g. 2008 Long-Term Water Plant Improvement Plans—Village of Winnetka
   i. 2016 Water Distribution Plan—Village of Glencoe
   j. 2017 Water main Replacement Plans—Village of Winnetka
   k. Future growth projections for the Villages through the available Chicago Metropolitan Agency for Planning (CMAP) data
   l. Other salient data provided by the Villages

2. Evaluate the following through desktop analysis of the documents presented above:
   a. Water demands and current water production capabilities to establish historical minimum, average, and maximum days and current production capacities.
   b. Water demands and potential future water production capabilities to establish minimum, average, and maximum days and future production capacities based on the Villages’ or CMAP data through the year 2050.
   c. Preliminary storage requirements based on the Villages’ combined maximum day curves.
   d. Preliminary fire flow requirements for maximum day plus fire flow demand conditions (current and future).
   e. Potential land area needed for treatment facilities under current and expanded conditions.
   f. Differences in current hydraulic gradients supported by the Villages.
   g. Current demands (average and maximum day between 2002 and 2018) of neighboring consecutive systems not currently served by the Villages.
3. Update both hydraulic water models based on the current water system infrastructures and demand conditions of the Villages.

4. Analyze the Villages’ existing distribution systems under the following demand conditions to identify potential existing deficiencies and establish base levels of service in regard to system operating pressure and available fire flow:

<table>
<thead>
<tr>
<th>Current Demands</th>
<th>Future Demands—Year 2050</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average day</td>
<td>Average day</td>
</tr>
<tr>
<td>Maximum day</td>
<td>Maximum day</td>
</tr>
<tr>
<td>Maximum hour</td>
<td>Maximum hour</td>
</tr>
<tr>
<td>Maximum day plus fire flow</td>
<td>Maximum day plus fire flow</td>
</tr>
</tbody>
</table>

5. Develop initial evaluations of items No. 2 and No. 4 into a draft technical memorandum and submit to the Villages for a teleconference to collect review comments. Incorporate comments, as appropriate, following review with the Villages.

6. Identify potential improvements to the Village of Winnetka water treatment plant needed to provide wholesale water to the Village of Glencoe. Existing facility evaluation reports will be used to develop base improvements to meet existing capacity requirements.

7. Identify potential improvements to the Village of Glencoe water treatment plant needed to provide wholesale water to the Village of Winnetka (including the Village of Northfield). Existing facility evaluation reports will be used to develop base improvements to meet existing capacity requirements.

8. Identify up to four conceptual on-shore and off-shore water treatment plant locations with input from the Villages.

9. Develop conceptual water treatment opinion of probable capital construction costs based on a conventional water treatment process followed by membrane filtration for the current, future, and expanded neighboring water system supply. Opinion of probable capital construction costs shall be based on locational differences between the on-shore and off-shore locations.

10. Identify conceptual water system arrangements for the lake water intake, transmission, and pump station arrangement necessary to incorporate each of the potential water treatment plant locations within combined distribution system. For the purposes of distribution system evaluation, it is anticipated that on-shore locations will be adjacent to the existing water treatment plants.

11. Analyze the Villages’ combined distribution system for each of the conceptual water treatment plant locations to identify impacts to the base level of service. Identify water distribution system improvements including water main, storage facilities, booster pump stations, and interconnects between the Villages to maintain or improve upon the base level of service, at a level acceptable to the Villages. Analysis of the combined distribution system will be performed under the following demand conditions:

<table>
<thead>
<tr>
<th>Current Demands</th>
<th>Future Demands—Year 2050</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average day</td>
<td>Average day</td>
</tr>
<tr>
<td>Maximum day</td>
<td>Maximum day</td>
</tr>
<tr>
<td>Maximum hour</td>
<td>Maximum hour</td>
</tr>
<tr>
<td>Maximum day plus fire flow</td>
<td>Maximum day plus fire flow</td>
</tr>
</tbody>
</table>

12. Evaluate existing emergency interconnects to review whether capacity exists to supply the combined distribution system for the current and future maximum day demands if the proposed singular water treatment plant was out of service. Identify improvements to existing emergency interconnects or new emergency interconnects with neighboring communities needed to meet current and future maximum day demands.
Mr. David Mau, P.E., Public Works Director– Village of Glencoe
Mr. Brian Keys, Director of Water and Electric– Village of Winnetka

Page 3
April 9, 2019

13. Prepare an opinion of probable cost and implementation schedule for identified capital improvements of the following combined water system supply alternatives:

a. Rehabilitating the existing Village of Winnetka water treatment plant.
b. Rehabilitating the existing Village of Glencoe water treatment plant.
e. Construction of a new off-shore water treatment plant in the Village of Winnetka.
g. Construction of a new on-shore or off-shore water treatment plant with the capability to serve additional future wholesale customers.

14. Prepare a draft final report and submit to the Villages. Attend two separate review meetings with the Villages. Incorporate comments, as appropriate, following review with the Villages.

15. Develop a final report and provide 20 hard copies to the Villages.

16. Prepare a presentation summarizing the report findings. Present the report at two separate Village Board meetings. Deliver 20 color copies of the presentation to each Village Board meeting.

Service Elements Not Included

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

1. Additional Site Visits and/or Meetings: Additional Village-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with the Villages.

2. Archaeological or Botanical Investigations: Consultant will assist the Villages in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate proposal with the Villages.

3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate proposal with the Villages.

4. Drawings and Specifications: Final design services including drawings and specifications, if provided by Consultant, will be performed under a subsequent proposal with the Villages.

5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with the Villages.

6. Geotechnical Engineering: Geotechnical engineering information will be provided through the Villages and the Villages’ geotechnical consultant. Consultant will assist the Villages with defining initial scope of geotechnical information that is required to allow the Villages to procure geotechnical engineering services.

7. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to the Villages for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate proposal with the Villages.

8. Preparation for and/or Appearance in Litigation on Behalf of the Villages: This type of Service by Consultant will be provided through a separate proposal with the Villages.

9. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal
regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Proposal.

10. **Services Related to Buried Wastes and Contamination:** Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate proposal with the Villages.

**Compensation**

The Village shall compensate Consultant for Services on an hourly rate basis plus expenses an estimated fee of $69,910. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost.

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

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by the Villages but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Consultant's increase or decrease in costs caused by delays, extensions, amendments, or changes.

**Schedule**

Services will begin upon receipt of an executed agreement, which is expected the week of May 6, 2019. Services are scheduled for completion on April 30, 2020.

**Standard of Care**

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

**The Villages' Responsibilities**

1. Assist Consultant by placing at Consultant’s disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to Consultant, as required by Consultant for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by the Villages relative to the scope of this project, such as soil borings, probing and subsurface explorations, and laboratory tests and inspections of samples, all of which Consultant may rely upon in performing Services under this Proposal.

3. Provide access to the site(s) as required for Consultant to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform Services under this Proposal.

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Consultant and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Consultant’s performance.

6. Provide all legal services as may be required for the development of this project.

7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

8. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

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

Changes

1. The Villages may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Consultant’s cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.

2. No services for which additional compensation will be charged by Consultant will be furnished without the written authorization of the Villages. The fee established herein will not be exceeded without agreement by the Villages but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services.

3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

Extension of Services

This Proposal may be extended for additional Services upon the Villages’ authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

The Villages shall make monthly payments to Consultant for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Consultant’s option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at Consultant’s option, result in suspension of Services upon five calendar days’ notice to the Villages. Consultant will have no liability to the Villages, and the Villages agree to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by the Villages. Upon receipt of payment in full of all outstanding sums due from the Villages, or curing of such other breach which caused Consultant to suspend Services, Consultant will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

www.strand.com
Data Provided by Others

Consultant is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through the Villages, contractor, or others to Consultant and where Consultant’s Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor’s marked-up drawings, and topographical surveys.

Termination

This Proposal may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. Consultant will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either the Villages or Consultant. Consultant’s services under this Proposal are being performed solely for the Villages’ benefit, and no other party or entity shall have any claim against Consultant because of this Proposal or the performance or nonperformance of services hereunder. the Villages and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between the Villages and Consultant arising out of or relating to this Proposal or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Terms and Conditions

The terms and conditions of this Proposal will apply to the Services defined in the Scope of Services. Any purchase orders supplied by the Villages are for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 608-251-4843.

Sincerely,

STRAND ASSOCIATES, INC.®

[Redacted]

Brian L. Hackman, P.E., P.H., BCCEE

Chris J. Ulm, P.E.


Exhibit A – Level of Effort/Project Fee

We have carefully reviewed the suggested scope and the associated level of effort to implement the project outlined in the RFP efficiently. The table on the following pages show our anticipated task-hour and task-fee breakdown for the Scope of Services. These fees are based on the proposed hours per task and the rates for specific project team members for completion of the project by April 30, 2020.

Task-Hour Breakdown

The following table shows our anticipated task-hour breakdown for the Scope of Services.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Principal</th>
<th>Project Manager</th>
<th>Project Engineers</th>
<th>Quality Control Engineers</th>
<th>GIS Specialist</th>
<th>Secretary</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>General project administration</td>
<td>2</td>
<td>16</td>
<td>0</td>
<td>6</td>
<td>0</td>
<td>2</td>
<td>26</td>
</tr>
<tr>
<td>Existing information gathering and review</td>
<td>0</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>Demand, storage, and fire flow analysis</td>
<td>0</td>
<td>4</td>
<td>16</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>20</td>
</tr>
<tr>
<td>Existing water model update</td>
<td>0</td>
<td>0</td>
<td>8</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Existing system hydraulic model analysis</td>
<td>0</td>
<td>0</td>
<td>16</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>18</td>
</tr>
<tr>
<td>Draft technical memorandum and teleconference</td>
<td>0</td>
<td>12</td>
<td>24</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>46</td>
</tr>
<tr>
<td>Winnetka WTP rehabilitation evaluation</td>
<td>0</td>
<td>6</td>
<td>26</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>33</td>
</tr>
<tr>
<td>Glencoe WTP rehabilitation evaluation</td>
<td>0</td>
<td>6</td>
<td>26</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>33</td>
</tr>
<tr>
<td>New WTP location analysis</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>WTP cost estimates</td>
<td>0</td>
<td>4</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td>WTP conceptual arrangement evaluation</td>
<td>0</td>
<td>2</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>Combined system hydraulic model analysis</td>
<td>0</td>
<td>0</td>
<td>32</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>34</td>
</tr>
<tr>
<td>Emergency interconnect evaluation</td>
<td>0</td>
<td>0</td>
<td>14</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>14</td>
</tr>
<tr>
<td>OPCC and implementation schedule</td>
<td>0</td>
<td>4</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>24</td>
</tr>
<tr>
<td>Final draft report and review meetings</td>
<td>0</td>
<td>36</td>
<td>22</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>70</td>
</tr>
<tr>
<td>Final report and deliverables</td>
<td>0</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>Presentation and Village Board meetings</td>
<td>0</td>
<td>20</td>
<td>28</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>51</td>
</tr>
<tr>
<td><strong>Total Proposed Hours</strong></td>
<td>2</td>
<td>120</td>
<td>256</td>
<td>20</td>
<td>12</td>
<td>16</td>
<td>426</td>
</tr>
</tbody>
</table>

Project Task-Fee Summary

Based on the task-hour estimates shown above and the rates of our project team members, the following is our fee for the Water Feasibility Report.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Labor Costs</th>
<th>Expense Costs</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>General project administration</td>
<td>$4,740</td>
<td>$230</td>
<td>$4,970</td>
</tr>
<tr>
<td>Existing information gathering and review</td>
<td>$1,270</td>
<td>$220</td>
<td>$1,490</td>
</tr>
<tr>
<td>Demand, storage, and fire flow analysis</td>
<td>$2,700</td>
<td>$430</td>
<td>$3,130</td>
</tr>
<tr>
<td>Existing water model update</td>
<td>$1,350</td>
<td>$190</td>
<td>$1,540</td>
</tr>
<tr>
<td>Existing system hydraulic model analysis</td>
<td>$2,360</td>
<td>$220</td>
<td>$2,580</td>
</tr>
<tr>
<td>Draft technical memorandum and teleconference</td>
<td>$6,450</td>
<td>$860</td>
<td>$7,310</td>
</tr>
<tr>
<td>Winnetka WTP rehabilitation evaluation</td>
<td>$4,860</td>
<td>$500</td>
<td>$5,360</td>
</tr>
<tr>
<td>Glencoe WTP rehabilitation evaluation</td>
<td>$4,860</td>
<td>$430</td>
<td>$5,290</td>
</tr>
<tr>
<td>New WTP location analysis</td>
<td>$770</td>
<td>$50</td>
<td>$820</td>
</tr>
<tr>
<td>WTP cost estimates</td>
<td>$1,530</td>
<td>$120</td>
<td>$1,650</td>
</tr>
<tr>
<td>Task Description</td>
<td>Labor Costs</td>
<td>Expense Costs</td>
<td>Total Cost</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-------------</td>
<td>---------------</td>
<td>------------</td>
</tr>
<tr>
<td>WTP conceptual arrangement evaluation</td>
<td>$1,050</td>
<td>$80</td>
<td>$1,130</td>
</tr>
<tr>
<td>Combined system hydraulic model analysis</td>
<td>$4,210</td>
<td>$540</td>
<td>$4,750</td>
</tr>
<tr>
<td>Emergency interconnect evaluation</td>
<td>$1,640</td>
<td>$190</td>
<td>$1,830</td>
</tr>
<tr>
<td>OPCC and implementation schedule</td>
<td>$3,220</td>
<td>$290</td>
<td>$3,510</td>
</tr>
<tr>
<td>Final draft report and review meetings</td>
<td>$10,750</td>
<td>$1,390</td>
<td>$12,140</td>
</tr>
<tr>
<td>Final report and deliverables</td>
<td>$1,900</td>
<td>$760</td>
<td>$2,660</td>
</tr>
<tr>
<td>Presentation and Village Board meetings</td>
<td>$8,980</td>
<td>$970</td>
<td>$9,950</td>
</tr>
<tr>
<td><strong>Total Proposed Fee</strong></td>
<td><strong>$62,640</strong></td>
<td><strong>$7,270</strong></td>
<td><strong>$69,910</strong></td>
</tr>
</tbody>
</table>