

May 15, 2023

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

Village President and Board of Trustees
c/o Mr. Gregory Jackson, Village Manager
Village of Long Grove
3110 Old McHenry Road
Long Grove, Illinois 60047

www.gha-engineers.com

Re: Village of Long Grove
Water Operations Contract Amendment & Extension
GHA Proposal #2023.FUM004

Dear Village President and Board of Trustees:

Gewalt Hamilton Associates, Inc. (GHA) appreciates the opportunity to submit this Contract Amendment & Extension to continue our Water Operations Service to the Village of Long Grove. This proposal includes services to operate the Village's Water Treatment Plant, located at 4182 Illinois Route 83, and distribution system. The Village's Water Treatment Plant was constructed with the Sunset Grove Development in 2008 and the distribution system has been recently extended to service the historic downtown.

This Contract Amendment & Extension outlines the capabilities of Gewalt Hamilton Associates, Inc. to perform the operational duties for the Village's water system. The system is regulated by the Illinois Environmental Protection Agency (EPA) as an Ion-Exchange System that requires a certified Class B Operator, with specific sampling and reporting requirements. This proposal includes services to complete all required sampling and reporting. It also includes customer meter reader reading and invoicing and regular maintenance activities.

If this Contract Amendment & Extension is acceptable, please sign and return a signed pdf to our office. If you should have any questions or if we can be of any additional assistance, please feel free to contact me. We look forward to continuing our working relationship with the Village through this service.

Sincerely,
Gewalt Hamilton Associates, Inc.



Director of Facilities and Utilities Management
mgrinnell@gha-engineers.com

cc (via email): Mr. Todd Gordan, CEO – GHA
Mr. Geoffrey L. Perry, P.E. - GHA

Agreement for Professional Services
Water System Operations Amendment & Extension
Long Grove, Illinois
GHA Proposal No. 2023.FUM004

The Village of Long Grove (*Village or Client*), having an office at 3110 Old McHenry Road, Long Grove, IL, and Gewalt Hamilton Associates, Inc. (*GHA*), having an office at 625 Forest Edge Drive, Vernon Hills, IL, agree and contract as follows:

I. Recitals.

- A. The Village maintains its own municipal water utility (the “**Water System**”), including a Water Treatment Plant and distribution system. The Water System was initially constructed as part of the Sunset Grove development to service that project. At the time of initial construction, there were plans to extend the system to the downtown area in the future. The Village’s water distribution system has been expanded to provide municipal water to the Harborchase of Long Grove development and historic downtown properties.
- B. Under our existing contract, GHA fulfills the duties of the Responsible Operator in Charge (“**ROINC**”) of the water system. The ROINC is a position required by the Illinois EPA for every community water supply. The Illinois EPA also has specific sampling and reporting that is required for the Village’s system to remain compliant as an Ion-Exchange Water System that requires a certified Class B Operator. GHA’s proposal includes the services to complete the required sampling and reporting, as well as the customer meter reading and invoicing and regular maintenance operations. The daily and monthly sampling schedules are more fully discussed in the “Base Services” section below.
- C. GHA has been heavily involved with the Village’s water system since becoming the Village Engineer in 2014. GHA has completed system modeling for the planned extension of the distribution system into the historic downtown, designed and managed the water extension projects, managed the pump improvements needed to provide water into the downtown area and assisted the Village in the recent deep well improvements that were required to restore the performance and reliability of the system.

II. Scope of Services

A. *Base Services:*

GHA shall perform the following professional services in a professional and competent manner during the term of this Agreement:

1. Provide a minimum licensed (Class B) ROINC and support staff to operate, manage and maintain the Water System, including water mains, fire hydrants, service shut-off valves, water treatment equipment, control and monitoring equipment, well equipment, pumping equipment, and generator.
2. Collect daily samples and test for items such as chlorine residual and water hardness, as required by the Illinois EPA.
3. Daily pumping quantity recording and reservoir level checks.
4. Perform monthly sampling, for items such as bacteriological/coliform, VOCs, SOCs, IOCs, radium, nitrates, lead, etc.; coordinate third party laboratory analyses and review laboratory results and make operational adjustments as necessary.
5. Perform scheduled fire hydrant flushing and valve exercising.
6. Compile data and file all necessary reports with regulatory agencies, such as the Illinois EPA.
7. Ensure compliance with all operating standards and notify village of any corrective action beyond basic services that may need to be performed to maintain compliance.
8. Perform and respond to the Village’s customer service needs, including:
 - a. Reading active water meters;

- b. Responding to customer complaints;
 - c. Coordinating the connection of new customers to the Water System including installation of meters;
 - d. Meeting with customers and developers to ensure that service needs are met in a timely and efficient manner; and
 - e. Operating service shut-off valves.
9. Submit a monthly report to the Village detailing:
- a. Operational data on the Water System;
 - b. Maintenance and repair of facilities required;
 - c. The number and nature of customer complaints, if any, and the manner in which those complaints were handled; and
 - d. GHA's opinion regarding prospective operating or service needs of the Water System.
10. Maintain 24-hour telephone response line and provide an emergency list of operating personnel.
11. Dispatch qualified personnel on a timely basis per circumstances.
12. Attend meetings, if requested by Village.
13. Promptly report emergencies to designated Village's representative.
14. Implementation of a Backflow Prevention Inspection Program where GHA informs customers of requirements and proper use, and GHA will verify that the customer has hired a qualified inspector on the required periodic basis and the customer has performed any corrective actions in a timely manner.
15. Provide for basic janitorial services, basic building maintenance, lawn maintenance services, and snow removal services at the water system building facility.
16. Oversee annual maintenance inspections of generators, pumps, valves, cla-valves, tanks, softeners, wells, electrical components, air compressors, backflow systems, and air reliefs. A report summarizing the results of the maintenance inspections will be provided to the Village. The cost estimates will be supplied to the village for pre-approval and billed as a pass-through charge once work is completed.

III. Additional Services: Services Not Included

A. Additional Services

GHA shall, at the specific written request of the Village, or as required in emergency situations, perform the following additional services, fees for which will be invoiced to the Village on a time-and-materials basis based on the schedule of rates and charges set forth below or, at the Village's option, on a project proposal basis. These services are not included as "Base Services" under Section II of this Agreement.

1. "Locate" services through JULIE,
2. Improvements required as a result of daily inspections,
3. Improvements required as a result of monthly testing,
4. Assessment of improvements required as a result of annual maintenance, soliciting any necessary proposals, review of proposals and recommendations to the Village Board,
5. Construction Management services of any repairs,
6. Chemical purchases. GHA shall purchase chemicals required for operation and maintenance of the Water System and submit them as "pass-thru" items to the Village.
7. "Pass-thru" purchasing of services and materials related to ordinary operation and maintenance,
8. Purchasing of services and materials by GHA for construction or improvements not related to ordinary operation and maintenance,

9. Equipment rented or provided by GHA that may be needed to sustain service during outages or for construction or improvements not related to ordinary operation and maintenance, and
10. Utility payments.

* "Pass-Thru" invoices will be submitted to the Village for reimbursement without mark-up

B. Services Not Included

The services to be provided by GHA pursuant to this Agreement include Water System operator services only and expressly exclude professional engineering services. Any professional engineering services provided to the Village by GHA shall be provided pursuant to, and governed by, separate agreement.

IV. Term; Termination

This Agreement shall be effective as of the date of its execution by both parties ("**Effective Date**") and shall continue in force for a term of one year thereafter unless sooner terminated as set forth herein. The term of this Agreement may be renewed or extended by mutual agreement of the parties. GHA will commence with the services set forth in Section II of this Agreement ("**Services**") immediately upon the Effective Date.

Either the Village or GHA may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) calendar days' prior written notice.

V. Key Personnel

GHA shall provide the following key personnel to perform the Services as provided in this Agreement:

Mr. Michael (Mike) Grinnell and Mr. Jean Scher will be the key personnel for the water operator services. They will be assisted by other professional and technical staff as needed.

Mr. Jean Scher and Mr. Rob Ulrich have Class C Water Operator Licenses and will operator the water system on a daily basis. Mr. Gary Gramhofer which will be the (ROINC) Responsible Operator in Charge and holds a Class A water operator license.

VI. Compensation for Services

GHA shall receive compensation for the performance of the services set forth in this agreement as follows:

- A. A monthly fixed fee of \$7,083.00 for the "Base Services" set forth in Section II.A.
- B. Payment on a time-and-materials basis in accordance with the schedule of rates and charges set forth below, or on a project proposal basis as may be agreed to by the parties, and the "Additional Services" set forth in Section III.A.

Invoices will be submitted by GHA on a monthly basis and will detail charges made against the project and services performed. This allows the Village to review the status of the work and the charges made. The Village shall make payment on all submitted and approved invoices in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

VII. Liability; Indemnification

Each party hereto shall indemnify, defend and hold harmless the other against any loss, cost or liability resulting from the indemnifying party's negligence or intentional wrongs regarding the Water System. The Village's foregoing indemnification shall include, without limitation, design failures in, and inadequate inspection of, projects and installations under the control of the Village's engineers, and work or repairs done by employees or contractors of the Village.

The Village is responsible for all damages, claims, fines and penalties arising from failure by Village, after due notice from GHA, to undertake capital repairs and replacements to the Water System in a timely fashion, including capital repairs and replacements related to the Water System, and to provide waterflow into the Facility at levels and characteristics within permit requirements and/or design limits to the extent applicable under Illinois law or applicable federal law. GHA shall not be liable to the Village or its customers for any diminution or interruption of service within the Water System not the result of GHA's negligence, or for any delay which results from causes beyond Company's reasonable control.

Under no circumstances, shall GHA be responsible for special, punitive, incidental or consequential damages. GHA will not be responsible for conditions or failures that arise due to the limitations and configuration of the Water System. GHA shall not be responsible for any claims, damages or causes of action which may arise in connection with the activities of any other contractor retained directly by the Village.

VIII. General Conditions

- A. The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.
- B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.
- C. GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.
- D. This Agreement constitutes the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.
- E. Any and all notices and communications hereunder shall be in writing and delivered personally or mailed by registered or certified mail, return receipt requested.

If to the Village, at:

Village of Long Grove
 Attn: Village Manager
 3110 Old McHenry Road
 Long Grove, IL 60047
 847-634-9440

With a copy to:

Filippini Law Firm
 Attn: Victor P. Filippini, Jr.
 990 Grove Street, Ste. 220
 Evanston, IL 60201
 312-300-6554

If to GHA, at:

With a copy to:

- F. This Agreement contains the entire Agreement between the parties relating to professional services and supersedes any prior understanding or agreement. Any change, modification or amendment hereto shall be ineffective, unless in writing and executed by the parties hereto. The covenants and conditions contained herein shall bind and inure to the benefit of the successors and assigns of each of the parties hereto. Nothing herein shall give any right or remedy hereunder to any person or entity, except the parties hereto and their successors and assigns.

G. This Agreement shall be subject to and governed by the laws of the State of Illinois.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc

Village of Long Grove



Michael J. Grinnell
Director of Facilities and Utilities Management

Gregory Jackson
Village Manager

Date: May 15, 2023_____

Date: _____