Resolution No. 23-06

A RESOLUTION APPROVING A CONTRACT WITH LRE WATER REGARDING WELL FIELD ASSESSMENT

BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:

SECTION 1: That certain contract between the South Sangamon Water Commission and LRE Water regarding well field assessment, a copy of which is attached hereto as Exhibit "1", is hereby approved.

SECTION 2: That Chairman is authorized and directed to execute said contract on behalf of the Commission, and the proper officers of the Commission are directed to carry out the contract by its terms.

SECTION 3: This Resolution is effective immediately.

PASSED this 17th day of July, 2023.

CHAIRMAN Coth

ATTEST:

AYES: Morris, Johnson NAYS: None

ABSENT: Roth

PASSED: 7/17/2023

APPROVED: <u>7/17/2023</u>

345824



June 27, 2023

Chairman James Roth General Manager South Sangamon Water Commission 9199 Buckhart Rd. Rochester, IL 62563



RE: Proposal - South Sangamon Water Commission Well Field Assessment

Sangamon County, Illinois

Dear Mr. Roth:

LRE Water (LRE) is pleased to respond to South Sangamon Water Commission's (SSWC) proposal request for an assessment of SSWC's well field. SSWC's well field consists of ten vertical public water supply wells (Wells) completed in the Sangamon River alluvial aquifer. We have prepared a scope of work and fee estimate based on information we have on file and what was relayed to us by MECO Engineering. We understand that the Wells produce groundwater high in iron and manganese and are plagued with iron related bacteria. The wells require frequent cleaning to maintain capacity. The objective of the assessment is for LRE to develop recommendations to improve well and well field operations and recommendations for future well field planning.

SCOPE OF SERVICES

Task 1: Review of Historical Well Information and Preparation of Data Summaries and Hydrographs

LRE will prepare data plots of well operational data. For this effort we will need historical operation data (static water levels, pumping water levels, and pumping rates) for each Well from when they were placed into service to the end of June 2023. LRE will review this information and prepare summaries and hydrographs of the data collected. LRE will also prepare summaries of historical iron and manganese concentrations measured from raw groundwater. Chemical and biological laboratory analyses of raw groundwater from select wells may be required. Our proposal assumes raw groundwater sampling will be done by SSWC staff and SSWC will be billed directly for all laboratory work performed.

Task 2: Complete Well Field Assessment and Technical Memorandum

Based on our data review LRE will prepare an assessment of the past and current operating condition of each Well and make data-based recommendations to improve each Wells' efficiency and future operation. LRE will provide the data summaries, hydrographs, and recommendations

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Office: 816-853-9474

LREWATER.COM

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in a technical memorandum. LRE will attend virtual meetings to discuss our findings and recommendations.

II. TIME REQUIRED

We can begin the proposed services as soon as we receive authorization to proceed and receive the requested historical operation data. We estimate the services under Part I can be completed in 8 to 12 weeks. Delays caused by major changes in the project plans or by circumstances beyond LRE's control could extend the time of completion.

III. PAYMENT

We believe the services described above can be accomplished for \$ 18,000.

LRE's estimated our cost to complete the tasks as described above as a time and materials not to exceed \$ 18,000. A breakdown by tasks is provided in the table below. If the project requires LRE services to go beyond our estimate we will let you know and provide any documentation your require.

Task	Estimated Professional Hours	Estimated LRE Labor Cost and Reimbursable Expenses
Task 1 Review of Historical Information and Preparation of Data Summaries and Hydrographs	52	\$8,000
Task 2 Complete Well Field Assessment and Technical Memo	51	\$10,000
Estimated LRE Project Cost		\$ 18,000

Invoices are submitted routinely, but no more than monthly, for time and expenses incurred. Terms of payment are net 30 days. Overdue accounts are subject to an interest charge of 1.5 percent per month and services will stop whenever payment is overdue more than 75 days. Payments for our services, like other professional services, are based on the actual time spent on your behalf and are measured by standard hourly rates in effect at the time the services are performed. For those assigned to your team, those rates currently range from \$200–\$275 for principals; \$100–\$260 for engineers and hydrologists; and \$75-\$150 for data processing, technicians and IT support. Individuals are assigned to a project based on the type of services involved and the experience and expertise of the individual.

Routine expenses such as telephone and copies are included in the rates above. Outside expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent to cover handling and



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administration. Reimbursable expenses billed at cost include airfares, automobile rental, and other travel or per diem costs. Subconsultants to LRE are billed at cost plus 10 percent.

The scope described under Part I represents our estimate of the services required based on the information provided. As the project proceeds and additional facts are discovered, it may be necessary to perform additional services and some items described may not be needed. For these reasons, we can provide only an estimate of the time and cost of completing the services.

IV. LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the project to both SSWC and LRE, the risks have been allocated such that SSWC agrees, to the fullest extent permitted by law, to limit the liability of LRE and its officers, employees, and sub-consultants, to SSWC and all of SSWC's contractors and consultants, for any and all claims, losses, costs, damages of any nature whatsoever; or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of LRE to SSWC shall not exceed the total amount of \$25,000 or the total fees billed to this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding anything to the contrary herein, in no event shall either Party hereto be liable to the other for any special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity or loss of prospective revenue, arising out of this Agreement, however same may be caused. This Section shall survive the expiration or termination of this Agreement.

V. SPECIAL SERVICES

Services in addition to those described under Part I will be performed or obtained for the client's account upon request and approval at rates currently in effect. Special services may include, but are not limited to, expert testimony, appearances at public meetings, soil investigations, topographic and land surveys, including establishment of boundaries, well drilling, well and aquifer testing, electric logging, water quality sampling and analysis, preparation of construction drawings and specifications, material testing, data management, environmental permitting, and regulatory compliance.

VI. INSURANCE

- LRE maintains the following insurance:
- 1. Commercial General Liability
- 2. Automobile Liability
- 3. Workers' Compensation and Employer's Liability



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4. Professional Liability Insurance

Acceptance of this proposal and authorization to proceed with the services can be indicated by signing one copy and returning it to us for our files. The terms of this proposal will be honored for a period of 30 days.

We look forward to discussing this proposal with you and if you have any questions or concerns about the services offered in the proposal please call Martha at (816) 853-9474.

Thank you for providing us the opportunity to present this proposal to the SSWC.

Sincerely,

LRE WATER

For

South Sangamon Water Commission

Bv

Authorized Signature/Title

Martha Silks, PG Hydrogeologist

Mante Sille

Reviewed by,

VP Midwest Operations

Cc: Max Middendorf, MECO Engineering



RESOLUTION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the resolution attached hereto is a full, true, and exact copy of Resolution No. 23-06 adopted by the Commission on the 17th day of July, 2023, said Resolution being entitled:

A RESOLUTION APPROVING A CONTRACT WITH LRE WATER REGARDING WELL FIELD ASSESSMENT

I do further certify that prior to the making of this certificate, the said Resolution was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 17th day of July, 2023.

Laura Van Prayer

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