

**RECORDING  
NOT REQUIRED**

**RETURN TO:**

**CITY CLERK OF TROY  
116 E. MARKET STREET  
TROY, IL 62294**

**CITY OF TROY  
RESOLUTION 2022 - 05**

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**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN AGREEMENT FOR PROFESSIONAL SERVICES WITH TWM, INC.**

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**ADOPTED BY THE  
CITY COUNCIL OF THE  
CITY OF TROY, ILLINOIS  
THIS 18<sup>th</sup> DAY OF JANUARY 2022**

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**Published in pamphlet form by the authority of the City Council of the City of Troy,  
Madison County, Illinois, this 18<sup>th</sup> day of January 2022**

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RESOLUTION NO. 2022 - 05

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH TWM, INC.

WHEREAS, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City and its citizens to enter into an Agreement for Professional Services with TWM, Inc., to provide various engineering/consulting services for and on behalf of the City on a project/task basis; and

WHEREAS, the City and said owner(s) have negotiated the terms and conditions of the Agreement attached hereto and incorporated herein as Exhibit A, and the City believes that such terms and conditions are in the best interest of the health, safety and general welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

- 1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached an Agreement for Professional Services with TWM, Inc., and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 18th Day of January, 2022.

Aldermen:

Table with 4 columns: Alderman Name, Vote (AYE/ABSENT), and Vote Count (Ayes/Nays/Absent/Abstain). Includes names like Dan Dawson, Tim Flint, Elizabeth Hellrung, Nathan Henderson, Sam Italiano, Debbie Knoll, Tony Manley, and Troy Turner.

APPROVED:

By: [Signature] DAVID NONN, Mayor City of Troy, Illinois

ATTEST:

By: [Signature] KIMBERLY THOMAS, Clerk City of Troy, Illinois



**CITY OF TROY, IL**

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**Engineer or Other Consultant**

This Agreement for Professional Services (“Agreement”) is made and entered into effective as of JANUARY 18, 2022 by and between **TWM, Inc.**, (“Consultant”) and **the City of Troy, Illinois** (“City”), who agree as follows:

- 1) **Services.** Consultant agrees to furnish all services, labor, personnel and materials necessary to periodically perform and complete services on an individual Task Order basis, with each Task Order having the format as shown in the attached **Exhibit A**. If no completion date is specified in **Exhibit A**, Consultant agrees to furnish the Services in a timely and expeditious manner consistent with the applicable professional standard of care. In the event of any conflict or inconsistency between the terms and conditions set forth in **Exhibit A** and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall prevail. Consultant agrees to comply with any additional terms and conditions required by applicable laws, codes, rules and regulations in effect at the time and location of the work performed.
  
- 2) **Compensation.** City shall compensate Consultant for the performance of the Services in a sum computed and payable in the manner set forth in **Exhibit A**. Exhibit A shall also set forth any expenses reasonably anticipated to be incurred by Consultant, which are to be reimbursed by City in addition to Compensation. Consultant shall not be reimbursed for expenses that are not set forth on Exhibit A unless specifically approved in writing by City. The Compensation agreed to and set forth in **Exhibit A** and any subsequent approved compensation for Additional Services as set forth in any **Exhibit B** (to be hereafter approved pursuant to Paragraph 3 below), shall be paid by City in monthly progress payments equal to the total work performed by Consultant. Such progress payments shall be made after receipt of an application for payment submitted to City by Consultant, accompanied by detailed invoices or other documentation as may be required by City. Original detailed invoices with accompanying support documentation and lien releases should be forwarded to:

City of Troy, 116 E. Market St., Troy, Illinois 62294  
Attn: Rob Hancock

- 3) **Additional Services.** Any services in addition to the Services listed in any individual Task Order (“**Additional Services**”) shall be performed by Consultant only upon the written request of City. Orders for Additional Services shall be on the form attached hereto as set forth in **Exhibit B** and shall be acknowledged by City and Consultant in writing, prior to any such work identified as Additional Services is performed by Consultant. Failure by Consultant to obtain written authorization and acknowledgement by City for Additional Services shall result in non-payment for any such Additional Services or work performed.

Except as otherwise agreed in writing by Consultant and City, all Additional Services shall be subject to the terms and conditions of this Agreement. City may also by written notice to Consultant make any reasonable reductions to the scope of the Services and the compensation payable to Consultant shall be reduced in a fair and reasonable amount on account thereof.

- 4) Assignment & Sub-consultants. Consultant acknowledges that City has entered into this Agreement in reliance upon the particular reputation and expertise of Consultant. Consultant shall not enter into any sub-consultant agreements for the performance of any of the Services or Additional Services without City's prior written consent, which may be withheld in City's sole discretion. City shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom City has an objection, in its reasonable discretion, shall be assigned to the Project. Consultant shall require each sub-consultant, as approved by City and to the extent of the Services to be performed by the sub-consultant, to be bound to Consultant by the terms of this Agreement, and to assume toward Consultant all the obligations and responsibilities which Consultant, by this Agreement, assumes toward City. City shall have the right (but not the obligation) to enforce the provisions of this Agreement against any sub-consultant hired by Consultant and Consultant shall cooperate in such process.
- 5) Insurance. Unless otherwise agreed to in writing by City, Consultant agrees to provide and maintain, at Consultant's sole cost and expense, the following insurance coverages:
  - a) Types of Insurance.
    - i) Workers' Compensation, with policy limits as required by law, and Employers Liability Coverage, with policy limits of \$1,000,000 each accident for Bodily Injury by Accident; \$1,000,000 each employee for Bodily Injury by Disease; and \$1,000,000 policy limit for Bodily Injury by Disease, and a waiver of subrogation in favor of City.
    - ii) Commercial Auto Coverage, with limits of not less than \$1,000,000 each accident combined Bodily Injury and Property Damage Liability insurance, including coverage for owned, hired, and non-owned vehicles with a waiver of subrogation in favor of City.
    - iii) Commercial General Liability, on the current ISO "occurrence" type commercial general liability form (CG 0001), with limits of liability of not less than \$1,000,000 per occurrence; \$1,000,000 for bodily injury; \$500,000 for property damage liability; \$1,000,000 for personal injury and advertising injury liability; and \$1,500,000 in annual aggregate limits. The policy shall provide a waiver of subrogation in favor of, and shall list as additional insureds if commercially available, and any other persons and entities City shall designate.

- iv) Professional Liability (Errors and Omissions) Insurance, with prior acts coverage for all Services and Additional Services required hereunder, in a form and with insurer or insurers satisfactory to City, with limits of liability of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. The policy shall provide a waiver of subrogation in favor of City.
  - v) Umbrella Insurance, in the amount of no less than \$10,000,000, which shall apply to (all) subsections i) Workers' Compensation, ii) Commercial Auto Coverage, iii) Commercial General Liability and iv) Commercial General Liability, listed above.
- b) Other Requirements.
- i) Consultant shall maintain the foregoing coverage in effect until the Services and Additional Services are completed. In addition, to the extent commercially available at reasonable rates, all such policies shall be kept in force by Consultant until the applicable statute of limitations for professional liability and construction defect claims for the Project have expired.
  - ii) All policies must be written by insurance companies whose rating in the most recent Best's rating guide is not less than A-. If any non-admitted (surplus or excess lines) insurer is used to provide any of the above policies, the policy must include an endorsement restricting the insurer's right to cancel the policy to the following circumstances after it has been in effect for sixty (60) days: (i) non-payment of premium; or (ii) discovery of fraud or material misrepresentation in the application for insurance.
  - iii) Certificates of Insurance with the required endorsements evidencing the coverage must be delivered to City prior to commencement of any Services under this Agreement and must be provided on an annual basis commencing on the first (1st) anniversary of the policy year and continuing thereafter, or at any time within fifteen (15) days after request therefor by City or an additional insured. Notwithstanding any other provision hereof, Consultant shall provide City a complete copy of any policy of insurance required hereunder within five (5) business days of a written request from City, and hereby authorizes Consultant's brokers, without further notice to or authorization by Consultant, to immediately comply with any written request of City for a complete copy of any policy required hereunder.
  - iv) If Consultant fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to City, City shall be entitled to terminate this Agreement upon reasonable notice.
  - v) Consultant's insurance shall be primary to any insurance held by City for claims arising from actions or inactions at the fault of the Consultant.

City, and all additional insured parties listed on policies as required hereunder are third party beneficiaries of this Paragraph 5. The provisions of this Paragraph 5 shall survive the termination of this Agreement.

**6) Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and its board members, elected officials, officers, agents, servants and employees (collectively, "City Indemnitees") from and against any and all claims, demands, losses, liabilities, damages, disbursements, obligations, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) ("Claims") actually or allegedly arising from, resulting from, or connected with Consultant's negligent acts, errors, or omissions in the performance of the Services (including any Additional Services) provided by Consultant and its agents, employees, sub-consultants and/or suppliers, regardless of whether or not such Claims are caused in part by a party indemnified hereunder, even though such Claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law. City agrees to indemnify, and hold harmless Consultant and its affiliates, partners, shareholders, members, officers, directors, agents, employees, subsidiary and parent entities (collectively, "Consultant Indemnitees") from and against any and all claims, demands, losses, liabilities, damages, disbursements, obligations, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) ("Claims") actually or allegedly arising from, resulting from, or connected with City's negligent acts, errors, or omissions in the performance of the Services (including any Additional Services) provided by City and its agents, employees, sub-consultants and/or suppliers, regardless of whether or not such Claims are caused in part by a party indemnified hereunder, even though such Claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law.

- c) Each party's duty to indemnify the other shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from a party's own negligence or that of its agents or employees.
- d) The indemnity and hold harmless provisions of this Agreement shall survive expiration or termination hereof. City and Consultant hereby certify and agree that the indemnity and hold harmless provisions of this Agreement have been freely and mutually negotiated.

7) **Limitation of Liability.** To the fullest extent permitted by law, the total liability of the Consultant including officers, directors, employees, for any and all injuries, claims, losses, expenses, or damages arising out of or related to the Consultants services for the Project under this Agreement, from any cause or causes shall not exceed the Consultant's fee for the Project.

8) **Ownership of Documents.** All documents prepared by Consultant in connection with Consultant's performance under this Agreement shall become the property of City and Consultant shall execute written assignments to City of all rights (including common law, statutory, and other rights, including copyrights) to the same as City shall from time to time request. The City agrees not to use or reuse the documents for any projects other than for which the documents were prepared, without written permission of the Consultant. Any misuse or reuse shall be at the City's sole risk and without liability to the Consultant. For purposes of this paragraph, the term "documents" shall mean and include all reports, plans, studies, tape or other electronic recordings, drawings, sketches, estimates, data sheets, maps

and work sheets produced, or prepared by or for Consultant (including any employee or subcontractor in connection with the performance of the Services and Additional Services under this Agreement).

- 9) **Notices.** All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served (i) when personally delivered, or (ii) two (2) calendar days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, (iii) when delivered by FedEx or other comparable courier service, charges prepaid, to the parties at their respective addresses listed below their signatures, or (iv) when sent electronically so long as the sending party can provide a confirmation showing the date, time, and receiving date of electronic communication. Either party may change its address for the purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

**City:**

City Manager & Public Works Director (both)  
116 E. Market St.  
Troy, Illinois 62294  
Telephone: (618) 667-9924

**Consultant:**

Nick T. Smock, PE  
4940 Old Collinsville Rd.  
Swansea, Illinois 62226  
Telephone: (618) 624-4488

10) **Coordination.**

- a) Consultant acknowledges that the development and processing of the work for the Project may require close coordination between various consultants. Consultant shall coordinate the Services required hereunder with the other consultants that are identified by City to Consultant from time to time, and Consultant shall immediately notify such other consultants, in writing, of any changes or revisions to Consultant's work product that might affect the work of other consultants providing services for the Project and concurrently provide City with a copy of such notification. Consultant shall not knowingly cause other consultants extra work without obtaining prior written approval from City. If such prior approval is not obtained, Consultant shall be subject to any offset for the costs of such extra work. City shall provide Consultant with legal access to the Project site as required by Consultant to perform and complete the Services. Such access should be verified in advance by Consultant with City prior to entering the property.
- b) City appoints City's Representative to act for City and Consultant appoints Consultant's Representative to act for Consultant in all matters covered by this Agreement. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Agreement will be made to City's Representative or

Consultant's Representative, as the case may be. Either party may change its Representative under this Agreement at any time by giving at least five (5) days' prior written notice of such change to the other party.

**City's Representative:** Rob Hancock

**Consultant's Representative:** Vicki Wade

11) Termination & Suspension.

- a) If either party to this Agreement fails to substantially perform in accordance with the terms, covenants and conditions of this Agreement or is otherwise in default of any of the terms of this Agreement (the "Defaulting Party"), then the non-defaulting party, after giving seven (7) days' notice to the Defaulting Party of the alleged default, and upon the Defaulting Party's failure to cure said breach within said seven (7) days, may initiate the dispute resolution process outlined in Paragraph 11) below. However, Consultant shall continue to provide the Services in a timely and expeditious manner during all disputes, actions or claims that are subject to Paragraph 11) below, unless this Agreement is terminated under Subparagraphs (b) or (c) below (or as otherwise agreed between Consultant and City in writing).
- b) Notwithstanding Subparagraph (a) above, City may terminate this Agreement at any time and for any reason with seven (7) calendar days' prior written notice to Consultant. On termination of this Agreement by City under this paragraph, City shall pay to Consultant as payment in full for all labor, work and services performed, all materials supplied, and expenses incurred by Consultant as follows: (i) the agreed compensation for all Services and approved Additional Services actually performed by Consultant under this Agreement up to the effective date of termination, plus (ii) the amount of all reimbursable expenses (i.e., expenses for which City has agreed to reimburse Consultant as set forth in Exhibit B) incurred by Consultant up to the effective date of termination for which City had not yet reimbursed Consultant before the effective date of termination. Concurrent with Consultant's receipt of such payment, Consultant shall sign and deliver to City true and complete copies of Consultant's work product and final unconditional lien release(s) of all lien rights for itself and any person, firm or entity with whom it has contracted for the performance of the Services (including any Additional Services) hereunder. As used herein, the "effective date of termination" shall be that date which is seven (7) calendar days after Consultant's receipt of the notice of termination.
- c) Notwithstanding Subparagraphs (a) and (b) above, if City, through no fault of Consultant, fails to pay Consultant within seven (7) days after the date established for payment under this Agreement, Consultant shall have the right to terminate this Agreement upon seven (7) additional days written notice to City and City's failure to cure said breach within the seven (7) day cure period. In the event of termination by Consultant, the "effective date



of termination” shall be that date which is seven (7) day days after City’s receipt of the notice of termination.

12) Litigation. Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the Third Judicial Circuit, Circuit Court of Madison County, Illinois, which shall be the sole and exclusive forum for such litigation. The parties agree that City shall have the right, but not the obligation, to join Consultant, the architect and any contractor(s), subcontractor(s), sub-consultant(s) and(or) guarantor(s) in any action or proceeding arising in connection with this Agreement and no provision or condition contained herein shall prevent the joinder of such parties.. The parties acknowledge and agree that City shall have the right to stay any such proceedings until such time as Consultant has completed the Services required under this Agreement (or this Agreement has otherwise been terminated) so that all such matters can be resolved in consolidated proceedings.

13) General Conditions.

- a) Consultant represents that its professional personnel are, and covenants that its professional personnel shall at all times remain, duly licensed to perform the Services and Additional Services within the applicable jurisdiction(s).
- b) Each of the Exhibits referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by reference.
- c) Consultant agrees to perform the services with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. By executing the Agreement, Consultant confirms that the time limitations set forth herein are reasonable period(s) for performing the Services.
- d) This Agreement shall be construed and interpreted under and shall be governed and enforced according to the domestic laws of the State of Illinois (without reference to the doctrine of conflicts of law).
- e) Consultant agrees to keep confidential any and all information concerning the plans, operations or activities of City, its parent, affiliates, divisions and subsidiaries which may be divulged to Consultant by any source in the course of the performance of Consultant’s services under this Agreement, and Consultant shall not use the name of City or City’s logo or the logo of any division or project of City without the prior written approval of City.
- f) Consultant shall pay all taxes imposed by any federal, state or local taxing authority on all payrolls and compensation of its employees and subcontractors and any other taxes, fees and charges levied against Consultant on account of this Agreement.
- g) This Agreement constitutes an agreement for the performance of work and services by Consultant as an independent contractor and not as an employee of City.

- h) Nothing contained in this Agreement shall be deemed to create a relationship of employer- employee, master-servant, partnership, joint venture or any other relationship between City and Consultant except that of independent contractor. Consultant shall have no authority to bind City, or to approve any Additional Services, unless specifically approved by City in writing.
- i) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements or understandings between the parties with respect thereto.
- j) This Agreement may not be amended or supplemented, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. Notwithstanding the foregoing sentence, Consultant agrees to make such revisions to this Agreement as may be reasonably required by City.
- k) Consultant shall not assign any portion of this Agreement without the prior written consent of City. City shall have the right to assign this Agreement to any lender (including the Project Lender) advancing funds in connection with the Project, or to any partnership, affiliated entity or any other entity formed by City in which it retains an interest. City shall be permitted to make such assignment in City's sole and absolute discretion. Upon such assignment, City shall have no further obligations hereunder.
- l) This Agreement and the covenants contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors-in-interest.
- m) No failure or delay by either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision contained herein.
- n) Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female and the neuter, and vice versa.
- o) The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written at TROY, Illinois.

CITY:

By:



Its:

MM90A

CONSULTANT:

By:



Its:

PRESIDENT

**EXHIBIT A**

**TASK ORDER FOR PROFESSIONAL SERVICES**

Task Order # \_\_\_\_\_

**Project Name:**

**Brief Description of Project:**

**(Scope of Services)**

1. Insert

**(Schedule)**

Consultant shall complete the Scope of Services in accordance with the following schedule:

**(Compensation)**

City shall pay Consultant for completed Services under this Task Order as follows:

Except as expressly amended or modified herein, the Agreement shall remain unmodified and in full force and effect.

This Task Order is executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, Illinois.

**CITY OF TROY, IL:**

**CONSULTANT:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Consultant's Contact Information:**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

**EXHIBIT B**

**ADDITIONAL SERVICES/TASK ORDER AMENDMENT**

Applicable to Task Order # \_\_\_\_\_

**Project Name:**

**Brief Description of Project:**

Whereas Consultant and City are parties to the Agreement for On-Call Professional Services dated \_\_\_\_\_, 20\_\_ and Consultant has been engaged to provide certain services under Task Order No. \_\_\_\_\_, the City wishes to amend said Task Order as follows:

- A. Consultant has been requested to perform and agrees to perform the following Additional Services:
- B. The compensation for said Additional Services shall be billed as time and materials to a maximum of \$ \_\_\_\_\_, which is in addition to the amounts stated in the Contract.

Except as expressly amended or modified herein, the Agreement shall remain unmodified and in full force and effect.

This Amendment is executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, Illinois.

**CITY OF TROY, IL:**

**CONSULTANT:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Consultant's Contact Information:**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_



# Transmittal

<b>Attn:</b> Jay Keevan	<b>Project:</b> Troy Wastewater Treatment Plant
<b>To:</b> 116 East Market Street Troy, Illinois 62294	<b>Project No:</b> 200127
	<b>Date:</b> January 13, 2022

**RE:** Master Service Agreement for Wastewater Treatment Plant

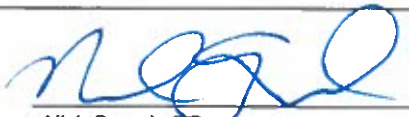
- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Addendum                 | <input type="checkbox"/> Coordinate Data             | <input type="checkbox"/> Pay Estimate     |
| <input type="checkbox"/> ALTA/ACSM Survey         | <input type="checkbox"/> Easement                    | <input type="checkbox"/> Permit           |
| <input type="checkbox"/> Bond                     | <input type="checkbox"/> Final Plat                  | <input type="checkbox"/> Plans            |
| <input type="checkbox"/> Certificate of Insurance | <input type="checkbox"/> Hydrologic/Hydraulic Report | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Change Order             | <input type="checkbox"/> Improvement Plans           | <input type="checkbox"/> Release of Liens |
| <input type="checkbox"/> Concept Plan             | <input type="checkbox"/> Intersection Design Study   | <input type="checkbox"/> Shop Drawings    |
| <input type="checkbox"/> Construction Plans       | <input type="checkbox"/> Legal Description           | <input type="checkbox"/> Traffic Study    |
| <input checked="" type="checkbox"/> Contract      | <input type="checkbox"/> Opinion of Cost             | Other: None                               |

Description of Documents	Number of Copies
Agreement for Professional Services	3

These are transmitted for the following action: Return 1 Executed Copy

**Comment:** Click here to enter text.

**Copy To:** File

**Signature:**   
**By:** Nick Smock, PE  
 Land Development Production Manager

IF DOCUMENTS ARE NOT TRANSMITTED, PLEASE NOTIFY TWM.