

RETURN TO:

**Troy City Clerk
116 E. Market Street
Troy, IL 6y2294**

**CITY OF TROY
RESOLUTION NO. 2026 – 34**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT NO. 2 – AGREEMENT WITH BENTON &
ASSOCIATES, INC. FOR ENGINEERING SERVICES**

**APPROVED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 6TH DAY OF JULY, 2026.**

RESOLUTION NO. 2026 – 34

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT NO. 2 – AGREEMENT WITH BENTON &
ASSOCIATES, INC. FOR ENGINEERING SERVICES**

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 Amendment No. 2 – Agreement with Benton & Associates, Inc. for Engineering Services, for purposes of effectuating City wastewater expansion plans; and

WHEREAS, said Amendment No. 2 – Agreement with Benton & Associates, Inc. for Engineering Services is 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 Amendment No. 2 – Agreement with Benton & Associates, Inc. for Engineering Services, 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 6th day of July 2022.

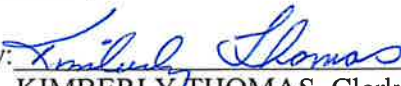
Aldermen Vote:

Dan Dawson	<u>✓</u>	Sam Italiano	<u>✓</u>	Ayes:	<u>7</u>
Tim Flint	<u>✓</u>	Debbie Knoll	<u>✓</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>✓</u>	Tony Manley	<u>✓</u>	Absent:	<u>1</u>
Nathan Henderson	<u>ABSENT</u>	Troy Turner	<u>✓</u>	Abstain:	<u>0</u>

APPROVED:

By: 
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: 
KIMBERLY THOMAS, Clerk
City of Troy, Illinois



**AMENDMENT NO. 2
CITY OF TROY, ILLINOIS
AGREEMENT FOR ENGINEERING SERVICES
WITH
BENTON ENGINEERING**

It is hereby mutually covenanted and agreed by and between the "CITY" and "ENGINEER", that the July 7, 2025 Agreement and the February 17, 2026 Amendment for Engineering Services, between the parties is hereby modified and amended by adding thereto and making a part thereof the following certain Professional Engineering Services in connection with the Wastewater Treatment Plant Improvements as provided for in the original Agreement.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

IT IS MUTUALLY AGREED, to amend the "Agreement" dated July 7, 2025 and "Amendment 1" dated February 17, 2026;

THE ENGINEER AGREES,

1. Task 2 – Funding Application Assistance as described in Attachment "A" to this amendment
2. Task 3 – Engineering Design Services as described in Attachment "A" to this amendment
3. Task 6 – Bidding Phase Services as described in Attachment "A" to this amendment
4. Task 7 – Construction Phase Services as described in Attachment "A" to this amendment

THE CITY AGREES,

5. To pay the ENGINEER for all services outlined in Task 2 – Funding Application Assistance described in ATTACHMENT "A" for Engineering services authorized by the CITY related to assistance with one (1) IEPA SRF Low Interest Loan funding application at the hourly rate stipulated in ATTACHMENT "B" or the then current Engineer's Schedule of Charges for the personnel performing the various tasks on this project as payment in full for the actual time spent in providing the services. These hourly rates include profit, overhead, insurance, social security, and retirement contributions. Travel and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual costs. The estimated cost for Engineering Services to be provided as described in Task 2 – Funding Application Assistance shall not exceed **\$25,000** without authorization from the City.
6. To pay the ENGINEER for all services outlined in Task 3 – Engineering Design Services described in ATTACHMENT "A" for Engineering Services in the lump sum fee of **\$2,535,000** to be paid monthly based on percentage of work completed. This total sum includes profit, overhead, Engineering Services authorized herein by the CITY including the insurance, social security, retirement contributions, travel and other out-of-pocket expenses, and sub-consultant fees.

7. To pay the ENGINEER for all services outlined in Task 6 – Bidding Phase Services described in ATTACHMENT "A" for Engineering services authorized by the CITY related to bidding phase services at the hourly rate stipulated in ATTACHMENT "B" or the then current Engineer's Schedule of Charges for the personnel performing the various tasks on this project as payment in full for the actual time spent in providing the services. These hourly rates include profit, overhead, insurance, social security, and retirement contributions. Travel and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual costs. The estimated cost for Engineering Services to be provided as described in Task 6 – Bidding Phase Services shall not exceed \$50,000 without authorization from the City.
8. To pay the ENGINEER for all services outlined in Task 7 – Construction Phase Services described in ATTACHMENT "A" for Engineering services authorized by the CITY at the hourly rate stipulated in ATTACHMENT "B" or the then current Engineer's Schedule of Charges for the personnel performing the various tasks on this project as payment in full for the actual time spent in providing the services. These hourly rates include profit, overhead, insurance, social security, and retirement contributions. Travel and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual costs. The estimated cost for Engineering Services to be provided as described in Task 7 – Construction Phase Services shall not exceed \$2,560,000 without authorization from the City.
9. To Add the following Statement to the Contract "The time for Design Engineering will extend until the date of project advertisement for bids. The time for Construction Engineering Services will parallel the construction contract. If the construction contract time is extended by an approved Change Order, the Construction Engineering Services time will be extended by the same time frame."
10. To update the first paragraph of Item 10 on page 4 of the original Agreement to "The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprise are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Water Pollution Control Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's".

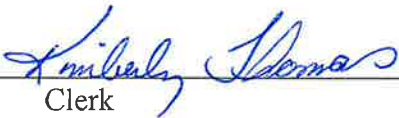
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

Executed by the CITY, this

6TH day of July 2026.



ATTEST:

By 
Clerk

CITY OF TROY
MADISON COUNTY, ILLINOIS

acting by and through its

MAYOR and COUNSEL

By 
Mayor

Executed by the ENGINEER, this

_____ day of June 2026.

BENTON ENGINEERING
1970 WEST LAFAYETTE AVENUE
JACKSONVILLE, ILLINOIS 62650

ATTEST:

By 
President

By 
Principal

ATTACHMENT "A"
ENGINEERING SERVICES - SCOPE OF WORK – AMENDMENT 2

Task 1. ~~Wastewater System Facility Planning Update~~ consisting of the following:

A. ~~Demonstrate by a systematic evaluation of feasible alternatives, that the proposed facilities represent the cost effective means of meeting applicable wastewater standards and goals, recognizing environmental and social conditions as set forth below. The project plan shall be submitted to the Illinois Environmental Protection Agency (IEPA) for approval and evaluate the following:~~

a) ~~Wastewater Treatment Plant upgrades / modifications~~

~~The project Facility Plan will be conducted to provide the CITY with an updated overview of the current situation and proposed solution(s) to satisfy the CITY's future wastewater system needs (collection, transportation, pumping treatment and discharge, etc...). The Engineering Evaluation consists of a five-step approach pertaining to:~~

- ~~1) "Needs" Assessment~~
- ~~2) Alternatives Development and Analysis~~
- ~~3) Funding/Financing Options~~
- ~~4) Master Plan Development~~
- ~~5) Implementation Plan~~

~~The first three steps addressing Needs, Alternatives Development/Analysis and Funding/Financing Options will be conducted concurrently to facilitate a preliminary draft document for CITY consideration and direction. This initial document will compare CITY expectations and future wastewater capacity projections (volume and spatial distribution) over the next 20 years with existing facility capabilities to meet existing/proposed Regulatory Standards. Identifying the needs of the CITY and receiving direction from the CITY is required as part of the Facility Plan Study which forms the foundation from which further efforts and decisions will be based from.~~

~~The following steps pertaining to Master Plan development and Implementation Plan will be conducted resulting in a presentation/workshop of a draft document for CITY consideration and direction.~~

~~The project Facility Plan shall include the following elements in sufficient detail to, at minimum, comply with applicable construction permit supporting data requirements of 35 Ill. Adm. Code Part 365.520:~~

- ~~1) A complete description of the public wastewater collection system and treatment facilities of which the proposed project(s) are a part, identification of any existing violations of federal or state public wastewater supply regulations, and identification of the needs to be addressed by the proposed project(s).~~

- ~~2) — A discussion of the technical, financial, and managerial considerations that form the basis for the CITY's selection of the cost-effective project(s) from the range of alternatives available and considered.~~
- ~~3) — A detailed description of the alternative(s) selected for loan assistance, including preliminary engineering data, complete cost estimates for design and building, and projected schedule for completion. The engineering data shall include, to the extent appropriate, flow diagrams, unit process descriptions, detention times, flow rates, unit capacities, etc. sufficient to demonstrate the project proposed will be designed in accordance with 35 Ill. Adm. Code.~~
- ~~4) — Environmental sign-off applications from the following federal, state, interstate, regional or local agencies: IDNR, SHPO and Corps of Engineers.~~
- ~~5) — An implementation plan for the proposed recommendations including necessary financial arrangements for operating the facility and repayment of the proposed loan amount as well as the impact of these costs on the system users.~~

~~*The Facility Planning efforts do not include any field investigations or testing as those additional efforts would be conducted as authorized by the CITY.*~~

~~B. — Public Hearing~~

~~ENGINEER shall assist the CITY in the preparation and presentation of one (1) Public Hearing to receive public comments on the proposed Facility Plan.~~

Task 1 authorized under original agreement.

Task 2. Provide **IEPA SRF loan application assistance** by assisting the CITY and its representatives with the following information which is required prior to the issuance of a Loan Agreement (Reference Section 662.365 of the Loan Rules):

- Loan application form for financial assistance;
- Loan Program Certifications;
- "Certification Regarding Debarment, Suspension and Other Responsibility Matters" (EPA Form 5700-49);
- Statement that the necessary project site, rights-of-way, easements and permits for construction of the project have been obtained and evidence of compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646);
- Statement of intent to comply with the National Flood Insurance Act of 1968 (42 USC 4001-4127);

- Financial Information;
- Project completion schedule;
- Compliance Report (Title VI, Civil Rights Act of 1964 as amended (P.L. 88-257)).
- Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising CITY, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing terms, or other similar matters concerning such products or issuances.

Task 3. Perform the following **Engineering Design Services** for the CITY in connection with the proposed improvements herein described:

- a. To prepare the construction plans and bidding documents, including plans and specifications, for the purpose of soliciting competitive bids for the construction of the proposed improvements. Final design will be based on design standards consisting of Ten States Standards and IEPA regulations. The ENGINEER is to initially prepare Contract Bid Documents for review by the CITY'S Attorney using the Engineers Joint Contract Document Committee (EJCDC). The documents will also meet the requirements of the State Revolving Fund (SRF) Loan Program (as necessary).
- b. The ENGINEER'S project team will hold internal technical reviews during the final design and preparation of final plans and specifications.
- c. ENGINEER will submit draft plans and specifications for review by CITY staff. Revisions will be made based on findings and recommendations. When the plans are sixty percent (60%) and ninety percent (90%) completed, a review of the plans and contract documents will take place with CITY staff. At that time (90%), plans and contract documents will be "bid ready" with the exception of incorporating final staff comments and dates for receipt of bids.
- d. To assist the CITY in applying for the following Permits for construction and financial agency approval:
 - IEPA Construction
 - IDNR EcoCat
 - SHPO (First Submittal)

- e. To attend and provide information at meetings including:
 - i) Three (3) CITY Board and Committee Meetings to discuss and/or present preliminary and final designs and bidding documents.
 - ii) Two (2) meetings with Regulatory Agencies.
 - iii) Two (2) field meetings to coordinate utilities locations needed for design.
- f. To prepare necessary field surveys and conduct field investigations consisting of site topography, boundary survey, wastewater treatment plant design and layout, sewer force main route layout and easement description preparation, subsurface utility engineering as deemed necessary by the design engineer, geotechnical borings/report, lead/asbestos inspections of existing buildings, and quality control activities.
- g. Provide **easement and right-of-way services** for the CITY for up to two properties in connection with the proposed improvements described herein:
 - i) To provide deed and title research for and the preparation of the legal descriptions for land acquisition and temporary and permanent construction easements. The easements shall be prepared in proper easement description format and forwarded to the CITY attorney for review and for easement document preparation. The CITY shall secure the easement signatures.
 - ii) To attend meetings when requested by the CITY with land owners and/or their attorney to discuss the easement, Wastewater transmission main route, etc.
 - iii) To physically mark the limits of the easement and the wastewater sewer main route for the easement grantor's review when instructed to locate such limits by the CITY.
- h. Perform up to two weeks of Level 1 and Level 2 Subsurface Utility Engineering existing conditions investigations on the project site as determined by the ENGINEER for identification of tie in locations and potential conflict resolution.
- Task 4. Provide additional **easement and right-of-way services** for the CITY in connection with the proposed improvements described herein:
 - a. To provide deed and title research for and the preparation of the legal descriptions for land acquisition and temporary and permanent construction easements. The easements shall be prepared in proper easement description format and forwarded to the CITY attorney for review and for easement document preparation. The CITY shall secure the easement signatures.
 - b. To attend meetings when requested by the CITY with land owners and/or their attorney to discuss the easement, Wastewater transmission main route, etc.
 - c. To physically mark the limits of the easement and the wastewater sewer main route for the easement grantor's review when instructed to locate such limits by the CITY.

- Task 5. Provide consulting engineering **Special Services** to the CITY for project related needs described herein:
- a. Field locate the actual location of the existing utilities to determine limits of existing/potential interference and construction constraints.
 - b. Development of a wastewater rate study and assistance with implementing its recommendations for IEPA funding criteria.
 - c. Assistance in securing additional grants and loans in addition to the development of a funding program.
 - d. Assistance in administering grants and loans related to the project.
 - e. Conduct technical engineering analyses, evaluations, and reviews; general consultation; and presentations, as authorized by the City of Troy, of relevant issues concerning the operation, maintenance, permitting or construction improvements of the wastewater system.
 - f. Advise the CITY as to its need for obtaining services from others reasonably required in ENGINEER's judgment to perform work for the system in addition to geotechnical services as costed in this proposal. ENGINEER will, with the consent and approval of the CITY, retain the services of others and will supervise and coordinate such services.
 - g. Other construction related special services:
 - i) Review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved by ENGINEER.
 - ii) Review and report on claims for extra compensation and time extensions submitted by contractors. ENGINEER agrees to participate and represent the CITY in negotiations, arbitration or mediation proceedings and litigation relative to claims by contractors.
 - iii) Prepare and submit proposed contract change orders initiated and required by the CITY which are not caused by errors or omissions of ENGINEER. If change orders are caused by errors or omissions of the ENGINEER, ENGINEER will receive no additional payment for the preparation and submission of contract change orders.
 - iv) Perform additional services in connection with the rejection and rebidding or construction projects unless rejection and rebidding is in the direct result of ENGINEER error.
 - v) Perform additional or extended services during construction made necessary by work damaged by fire or other cause during construction; prolongation of construction contract time; acceleration of the work schedule involving services beyond normal working hours; or contract default due to delinquency or insolvency.

- Task 6. Provide assistance to the CITY during the **bidding** phase as described herein:
- a. Provide up to ten (10) paper copies of bidding documents for CONTRACTORS and the CITY.
 - The ENGINEER will utilize an electronic bidding website for the primary resource of Plans and Specifications during Bidding.
 - b. Assist the CITY in the solicitation of bids and correspondence with potential bidders.
 - c. Assist the CITY in the evaluation of the bids received.
 - d. Assist the CITY in the awarding of a construction Contract for the proposed work.
- Task 7. Provide Full-time **construction consultation and observation** during the construction estimated to be forty (40) hours per week for a total of approximately one hundred forty four weeks during a 1,100-day construction period.
- a. Consultation on the interpretation of Plans & Specifications.
 - b. Consultation on proposed changes and the preparation of change orders for changes during construction.
 - c. Review of submittals for materials and equipment.
 - d. Job-site construction observation at appropriate intervals during construction to assist the CITY in observing the construction of the improvements to determine if the work is proceeding in general accordance with the project plans and specifications. The ENGINEER does not guarantee the performance of, and shall have no responsibility for the acts or omissions of any contractor and/or subcontractor, supplier or any other entity furnishing materials or performing any work on the project.
 - e. Review of Construction Pay Requests.
 - f. To assist the CITY and its staff in conducting a final review of the construction work and preparation of final documentation.
 - g. To furnish other project related services required including:
 - i) To attend one (1) Pay/Progress Meeting and one (1) CITY Board meeting per month during the construction period unless mutually agreed upon, in addition to normal site visits previously described in this section.
 - ii) To provide the CITY with two (2) copies of the record drawings which indicate the reported location and significant changes made during construction. These record drawings shall be based on the unverified information provided by others which will be assumed to be accurate. The ENGINEER cannot and does not warrant their accuracy.

Task 8. Provide the following **training and operation and maintenance documents** based upon Contractor submittals:

- a. Training pertaining to the proper operation and maintenance of the equipment included in the project.
- b. An operation and maintenance reference library that includes, but is not limited to, the following:
 1. Manufacturer's literature, shop drawings and warranties as well as a maintenance schedule for the equipment included in the project;
 2. The plans of record with valve indices for the equipment included in the project; and
 3. A maintenance schedule for the equipment included in the project.

Task 9. Provide consulting engineering **Existing System Evaluation** to the CITY for project related needs described herein:

- a. Field Investigations to evaluate conditions of existing facilities and assets to include limited use and assistance for City Staff in completion of the following methods:
 - i. Collection System Smoke Testing
 - ii. Dye Testing
 - iii. CCTV Inspection of Sewer Mains
 - iv. Visual Inspection of Manholes
 - v. Age and Condition Evaluations of Existing Assets