

ATTACHMENT

RR17, Pg 67

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Troy, Illinois 62294



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2016R09355

STATE OF ILLINOIS

MADISON COUNTY

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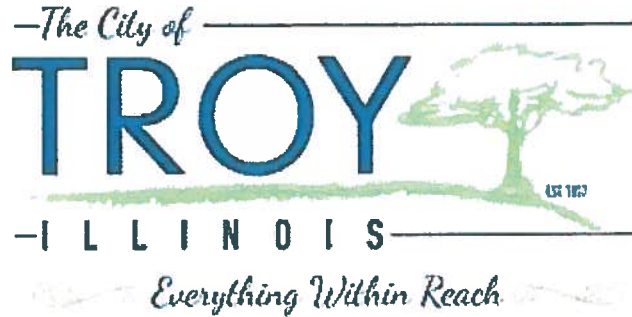
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79.00

Resolution No. 2016-05

A RESOLUTION OF THE CITY OF TROY, ILLINOIS

AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH GONZALEZ COMPANIES, LLC FOR WATER SYSTEM IMPROVEMENTS

Adopted by the City Council
of the City of Troy, Illinois
This 19TH Day of FEBUARY, 2016.

RESOLUTION NO. 2016 - 05

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH
GONZALEZ COMPANIES, LLC FOR WATER SYSTEM IMPROVEMENTS**

WHEREAS, after interviewing various engineering firms, the City of Troy, Illinois, selected Gonzalez Companies, LLC, to provide professional services with regard to water system improvements to the City of Troy's water plant facility in Collinsville, Illinois; and

WHEREAS, the work will include identifying, coordinating and constructing the re-design of the City's current facilities to accommodate new filtration units, the arrangement of new and existing water transmission lines, the viability of new and existing water storage tanks, new well and backwash facilities, water distribution system hydraulic modeling and master planning, and the design of a new water storage tank in the distribution system; and

WHEREAS, the City Council for the City of Troy, Illinois, has determined that it is in the best interests of the City of Troy, Illinois, to enter into an agreement between Owner and Engineer for Professional Services with Gonzalez Companies, LLC, for these water system improvements; and

WHEREAS, both the City Council for the City of Troy, Illinois, and Gonzalez Companies, LLC, desire to enter into said agreement; and

WHEREAS, a copy of said agreement is attached hereto, marked "Exhibit A," and made a part hereof; and

WHEREAS, the City of Troy, Illinois, and Gonzalez Companies, LLC, have negotiated the terms and conditions of said agreement attached hereto as "Exhibit A" and the City of Troy, Illinois, believes that same are in the best interest of the City and its residents.

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 enter into the attached agreement with Gonzalez Companies, LLC, 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.
4. Any and all Resolutions, sections or subsections of Resolutions in conflict herewith are hereby repealed.


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 29th day of February, 2016.

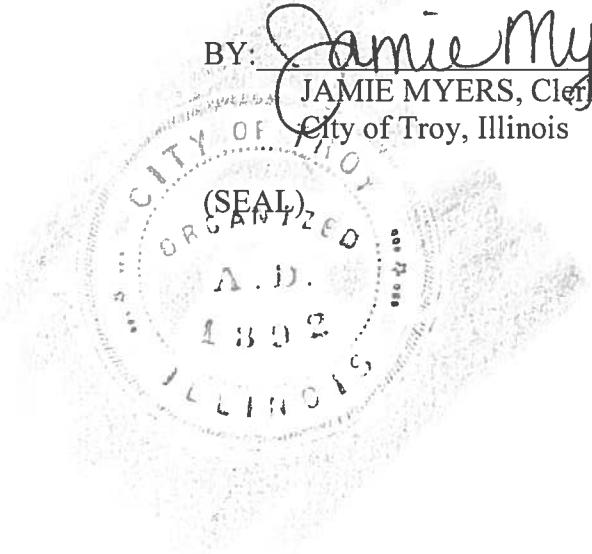
Those voting aye: DeCarli, Greenfield, Italiano, Jackson, Partney and Turner
Those voting nay: _____
Those absent: Dyer
Those voting abstain: Hendrickson

APPROVED:

By: 
ALLEN P. ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY: 
JAMIE MYERS, Clerk
City of Troy, Illinois



AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February ____, 2016 ("Effective Date") between
City of Troy, Illinois ("Owner") and
Gonzalez Companies, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Water System Improvements 2016 ("Project").

Engineer's services under this Agreement are generally identified as follows:

The City of Troy's water plant facility is located in Collinsville, IL. Engineer will closely work with the Water Plant Rehabilitation Committee. The work will be a collaborative process to identify, coordinate and construct the redesign of Troy's current facilities to accommodate new filtration units, the arrangement of new and existing water transmissions lines, viability of new and existing water storage tanks, new well and backwash facilities, water distribution system hydraulic modeling and master planning, and the design of a new water storage tank in the distribution system.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably which equitable adjustment shall be limited to Engineer’s actual time and costs incurred, and Engineer shall provide notice to Owner of such costs prior to incurring same, or if such notice cannot reasonably be given prior to incurring such costs, as promptly as possible under the circumstances, to allow the Owner and Engineer to mutually agree upon the most cost efficient method of resolution.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably which equitable adjustment shall be limited to Engineer’s actual time and costs incurred, and Engineer shall provide notice to Owner of such costs prior to incurring same, or if such notice cannot reasonably be given prior to incurring such costs, as promptly as possible under the circumstances, to allow the Owner and Engineer to mutually agree upon the most cost efficient method of resolution.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to damages subject to the

limits provided in Exhibit I of the Agreement, as its sole remedy, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of invoice date.

4.02 *Payments*

- A. *Application to Late Payment Fee, Interest and Principal:* Payment will be credited first to any late payment fee, then interest owed to Engineer, and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after date of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 0.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven business days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.00 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner

requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration,

processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information that the party receives from the other party, provided by a designated representative, by mail, hand delivery, or e-mail with read-receipt, are the items that the other party intended to send. Engineer shall only be authorized by Owner's designated representative to act or alter the Agreement.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. *Suspension:*
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been delayed through no fault of Engineer for more than 90 days.

- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of either termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all tasks completed as described in the Manhour Estimate, Appendix 3 of Exhibit C, or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state of Illinois.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from any and all claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by e-mail with read-receipt, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants,

together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. – Not Included
- E. Exhibit E, Notice of Acceptability of Work. – Not Included
- F. Exhibit F, Construction Cost Limit. – Not Included
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. – Not Included
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. – Not Included
- K. Exhibit K, Amendment to Owner-Engineer Agreement. – Not Included

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Troy, Illinois

Engineer: Gonzalez Companies, LLC

By: 

By: 

Title: MAYOR

Title: Managing Principal

Date

Date

Signed: 3/2/16

Signed: 1/27/2016

Engineer License or Firm's Certificate No. 184.004564
State of: Illinois

Address for giving notices:

Address for giving notices:

116 EAST MARKET ST.

1750 S. Brentwood Blvd

TROY, IL 62294

Suite 700

St Louis, MO 63144

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Jeff Soland

Patrick Judge, P.E.

Title: City Administrator

Title: Managing Principal/Chief Operating Officer

Phone Number: 618-667-9924 x501

Phone Number: 314-961-1888 x211

Facsimile Number: 618-667-4009

Facsimile Number: 314-961-1814

E-Mail Address: jsoland@troyil.us

E-Mail Address: pjudge@gonzalezcos.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A 1.01 SCOPE OF SERVICES

A- TASK 1 PROJECT RESEARCH AND PROCESS DEVELOPMENT

DATA COLLECTION and ANALYSIS

ENGINEER will review OWNER-provided record information related to the drinking water system and its operation. ENGINEER understands that electronic data is limited and the majority of information is in a hard copy format. ENGINEER will visit OWNER's office to review available record information. Information found to be pertinent to the development of the deliverables identified in this scope of work will be requested for loan at no cost to ENGINEER in order to scan, photocopy, and digitally copy available record information. Any record information loaned to the ENGINEER will be returned to OWNER.

After review of record information provided by OWNER, ENGINEER will conduct a kickoff meeting and workshop with OWNER's administration staff to discuss project scope and approach. ENGINEER will confirm project objectives and expectations, and seek clarification on interpretation of record information. ENGINEER will interview OWNER concerning growth of their community and potential developments that may have an impact on drinking water demands. Following the administration workshop meeting, ENGINEER will prepare minutes for approval.

ENGINEER will conduct a separate workshop meeting with OWNER's operations staff. The operator's workshop is an opportunity to interview operations staff to clarify the interpretation of record data, receive input on operator preferences, and to discuss project approach. Following the operator's workshop meeting, ENGINEER will prepare minutes for approval.

ENGINEER will perform a site visit to evaluate the physical condition of the WTP. ENGINEER will conduct the site visit with OWNER's operations staff, and will rely upon OWNER's operations staff to provide access to individual components. ENGINEER's site evaluation will be limited to only visual assessment. Findings from the site visit will be documented in the Engineering Report.

ENGINEER will review past and present NPDES permits.

ENGINEER will analyze population records (OWNER has provided previous reports that include population projections) and OWNER-provided WTP finished flow meter data and wholesale and retail meter readings. Data will be analyzed and compared to previous engineering reports for the

drinking water system. From the data, ENGINEER will develop average and maximum daily water demands and compare them to previous reports by others. Future demands of the WTP will be projected for a 20-year period. OWNER-provided flow data from potential growth and/or other major water or industrial usage will be included in the development of flow projections. Results of the water demand analysis will be used to establish facility design flows in order to size unit process improvements.

OWNER will provide source water characteristics for each well to ENGINEER.

ENGINEER will perform a capacity analysis of each WTP unit process, from the raw water wells to the high service pump station. Evaluation of the capacity of each unit process will be based upon recommended design unit loadings referenced from the Illinois Environmental Protection Agency (IEPA) design standards, and *Recommended Standards for Water Works, 2012 Ed. (10-State Standards)*.

ENGINEER will develop a hydraulic model of the existing raw water main connected to the wells.

COLLINSVILLE REQUIREMENTS

At the start of the PROJECT, ENGINEER will organize and conduct a pre-design meeting with OWNER and the City of Collinsville to determine requirements for the construction of the proposed WTP improvements. ENGINEER will document the results of the meeting, and with OWNER approval, incorporate Collinsville requirements into the design. Collinsville building architecture requirements are assumed to be limited to the building expansion and work on the existing building limited to functional improvements needed for the water treatment process and do not include aesthetic work on the building façade unless authorized as an Additional Service.

ENGINEER will submit preliminary site plans and supporting documents to the City of Collinsville for review and approval. ENGINEER will coordinate a meeting with OWNER and the City of Collinsville to receive comments, if any, regarding the proposed PROJECT.

At the completion of design, ENGINEER will submit final drawings and specifications to the City of Collinsville for building permitting purposes. ENGINEER assumes the acquisition of construction permits shall be the responsibility of the selected general contractor. ENGINEER will assist the general contractor in permitting through written correspondence and telephone communication.

This task will be billed on an hourly basis for an estimated not to exceed fee of \$14,120. ENGINEER will keep OWNER informed as to the status of this endeavor. In the event the level of effort exceeds to the estimated fee, ENGINEER will provide notice to OWNER for an amendment to the AGREEMENT for additional services prior to proceeding with work.

RATE STUDY

ENGINEER will evaluate the existing user charge rate for the next five (5) years to cover anticipated water system operations, maintenance, and replacement (OM&R), projected improvements, existing debt service, and anticipated increased capital funding for the proposed improvements described in this AGREEMENT. ENGINEER will develop user charge rates for up to four (4) different capital project funding scenarios.

OWNER advisor will provide the necessary financial information for the development of the user rates, including the anticipated debt service values for use in the rate calculation. ENGINEER will evaluate needed modified user charges and schedule for incremental increases for a five (5) year period. Inflation and increased utility charges will be considered. Due to the variable nature of drinking water demands, the period of review and development for user charge rates is limited to five (5) years. ENGINEER will present findings and recommendations of user charge review in a draft report which will be presented in a OWNER workshop. The report will be modified to reflect comments received by ENGINEER from the workshop. ENGINEER will submit a final draft of the user charge report to OWNER for their use in applications for funding.

B- TASK 2 TRANSMISSION MAIN HYDRAULIC MODEL

ENGINEER will prepare a steady-state hydraulic model of the existing potable water transmission pipeline between the WTP and westerly ground storage tank located in Troy. OWNER will perform ENGINEER-requested testing of the pipeline to calibrate the hydraulic model and to test the water quality at the end of the pipeline. The hydraulic model will be utilized in the design phase of the AGREEMENT. The water quality testing will be used to determine if additional chemical dosing is required.

ENGINEER will submit a technical memorandum summarizing the findings of the flow analysis and demand projections and hydraulic model of the transmission pipeline. ENGINEER will develop recommended design parameters for the Project, and document them in the technical memorandum for OWNER's written approval. After responding to feedback from OWNER's staff, a presentation to the Council will be prepared that summarizes the findings and final recommendations of the study.

C- TASK 3 DISTRIBUTION HYDRAULIC MODEL AND MASTER PLAN

ENGINEER will develop a Master Plan of the OWNER's potable water system. This Plan will provide the OWNER Staff with a tool for developing budgets and operations for the future expansion of the water system. Recommendations for the placement and sizing of a water storage tank will be one immediate result of the Master Plan.

ENGINEER will include a kickoff meeting to review the project goals and obtain information to be provided by the OWNER for developing the water distribution system hydraulic model and Master Plan. The necessary information as outlined in Exhibit B.

ENGINEER will develop a hydraulic model. ENGINEER will conduct field testing to calibrate the model. ENGINEER will meet with OWNER staff to develop the field tests plan for flow, pressure, and chlorine residual levels. Planning will include:

- Reviewing maps and drawings to plan the field tests in detail
- Inspecting pump stations, tanks, and PRV/PSVs
- Locating flow gauging points in the field

ENGINEER will work with the OWNER's to conduct Flow tests. These test evaluate the strengths and weaknesses of the system and provide data for localized model calibration.

ENGINEER using the data results and projected OWNER growth, will develop 20 year Master Plan for the distribution system. These improvements will include prioritizing operational changes, replacement pipes, new pipes, tanks and pumps. Improvements will be prioritized by the ENGINEER based on the findings from the distribution hydraulic model.

Engineer will prepare preliminary results that will be presented to OWNER staff as the project progresses. After responding to feedback from OWNER staff, a presentation to the Council will be prepared that summarizes the findings and final recommendations of the study.

TASK 3A New Water Storage Tank

ENGINEER using the data developed from the Distribution Water Hydraulic Model will design a water storage tank to serve the OWNER's water distribution system. The size of the tank and placement of the tank will be determined from the Hydraulic Model. ENGINEER will work in collaboration with the OWNER's staff to determine the type of construction for the tank. Engineer will prepare design specifications and plans for purposes of permitting and bidding the tank. Design to include geotechnical evaluation and survey.

Should additional tanks be required, ENGINEER will negotiate with the OWNER for additional fee for the design of a second tank.

TASK 3B New Booster Pump Station

ENGINEER using the data developed from the Hydraulic Model will design a booster pump station. ENGINEER will work in collaboration with the OWNER's staff to determine the components of the booster pump station. ENGINEER will coordinate with a manufacturer specializing in prefabricated booster pump stations to select pumps, and agree to a general layout for the pump station. ENGINEER will design up to 200 linear feet of yard piping to connect the proposed booster pump station to the existing mains and/or proposed new water storage tank. ENGINEER will design the electrical service required by the booster pump station, and the standby genset with automatic transfer switch. Engineer will prepare design specifications and plans for purposes of permitting and bidding the booster pump station. Design to include survey, geotechnical evaluation, structural engineering, and electrical engineering.

ENGINEER assumes that the proposed booster pump station and necessary yard piping will be located where OWNER has secured property rights.

D- TASK 4 ENGINEERING SUPPORT WITH FINANCIAL ASSISTANCE

If the OWNER options to procure SRF financing, ENGINEER will assist OWNER in applying for an IEPA State Revolving Fund (SRF) loan. In support of this application, ENGINEER will support OWNER in meeting with the IEPA for a pre-application meeting with SRF coordinators.

ENGINEER will prepare a Project Plan with the appropriate SRF application forms for OWNER's approval. The Project Plan and Pre-Application Form will include the recommended drinking water user rates as prepared in TASK 1. ENGINEER will provide OWNER assistance in responding to questions during the public hearing phase of the SRF approval process.

Upon completion of the final plan drawings and specifications for the PROJECT, ENGINEER will submit the documents to IEPA SRF, with the required loan applications. ENGINEER will prepare the loan application forms for OWNER's final use and approval. Some content of the loan application form or required attachment must be developed by OWNER, and ENGINEER will endeavor to facilitate OWNER in accomplishing this task.

E- TASK 5 FILTRATION EQUIPMENT PROCUREMENT DOCUMENTS

If the OWNER options to procure SRF financing, ENGINEER will meet with IEPA to determine how the pilot testing and procurement of the filtration equipment can be achieved to meet the requirements of IEPA permitting and SRF. From the results of the meeting, ENGINEER will develop the following:

ENGINEER will prepare specifications for the procurement of filtration equipment. It is assumed that the filtration equipment will fall under IEPA's classification of "Other filtration technologies" [Title 35, Subtitle F, Part 611.250(d)]. Therefore, a pilot study is required to be performed to demonstrate the technology for IEPA approval.

ENGINEER will prepare the specification for procurement in accordance with IEPA SRF guidelines. ENGINEER will include a specification for the minimum performance of proposed filtration equipment, with the selected equipment provider performing the pilot study and preparing the reports in accordance with IEPA requirements. ENGINEER will submit the filtration equipment procurement documents at 95% draft for OWNER's review comment. ENGINEER will incorporate any comments from OWNER on the procurement documents, and submit the final edition of the documents to IEPA for their approval. ENGINEER will respond to IEPA comments, if any, on the procurement documents. Upon approval from the IEPA of the procurement documents, ENGINEER will prepare the advertisement for bids for OWNER's use in publication.

ENGINEER will provide bidding assistance to OWNER for the procurement of the filtration equipment. ENGINEER will prepare an agenda and attend the pre-bid meeting and prepare meeting minutes. ENGINEER will respond to Contractors requests for information (RFI), if any. ENGINEER will attend the bid opening, and review submitted bids for conformance to the specifications. ENGINEER will prepare a bid tabulation and recommendation of award to OWNER.

ENGINEER will provide contract administration for the performance of the pilot study by the selected filtration equipment. ENGINEER will review the pilot study plan submitted by the selected filtration system manufacturer for its conformance to IEPA requirements. ENGINEER will observe the performance of the pilot test, and its conformance to the approved pilot study plan. Observation by ENGINEER will not be continuous, and ENGINEER assumes OWNER's

operations staff will perform daily monitoring of the pilot testing in compliance with filtration equipment requirements.

At the conclusion of the pilot test, ENGINEER will review the filter system manufacturer's pilot study report. Upon approval of the pilot study report by ENGINEER and OWNER, ENGINEER will submit the pilot study report to the IEPA as a supplement to the Engineering Report. ENGINEER will respond to IEPA comments, if any, regarding the pilot study. Final acceptance of the filter equipment for inclusion into the design will be contingent on acceptance by the IEPA.

This task will be billed on an hourly basis for an estimated not to exceed fee of \$20,455. ENGINEER will keep OWNER informed as to the status of this endeavor. In the event the level of effort exceeds to the estimated fee, ENGINEER will provide notice to OWNER for an amendment to the AGREEMENT for additional services prior to proceeding with work.

F- TASK 6 ENGINEERING REPORT

ENGINEER will prepare an engineering report in accordance with the requirements of the IEPA design standards, IEPA State Revolving Fund (SRF) guidelines (if used for financing), and recommendations contained in the *10-State Standards*. As part of the Engineering Report, ENGINEER will evaluate the following existing system processes, including findings from TASKS 1, 2, 3 & 5 of the AGREEMENT:

1. Raw water well
2. Aeration system
3. Filtration system
4. Filter backwash system
5. Disinfection system
6. Chemical feed system
7. Below-ground clearwell reservoir
8. Clearwell transfer pump station
9. Finished water ground storage tank
10. High service pump station
11. Master meter
12. Filter reject water system and NPDES outfall
13. Solids management system
14. Transmission main
15. Electrical and Instrumentation
16. Controls and Automation

ENGINEER will develop recommendations for improvements on the following major systems:

1. Well 1 abandonment and new well construction
2. Raw water main and well meters
3. Aeration system
4. Filtration system including low service pumps
5. Filter backwash pump station
6. Disinfection system
7. Chemical feed system

8. Clearwell and storage
9. WTP Finished water storage tank
10. High service pump station
11. Master meter
12. Filter backwash waste (reject) water system for existing filter (and new)
13. Filter reject water reuse system
14. Solids management system
15. Transmission main
16. Power feed and Genset.
17. Controls and Automation

Natural and Cultural Resources:

It is assumed by ENGINEER that since this is an existing site, there is no need to perform a natural or cultural resource study to characterize the existing site conditions, including determining the extent of wetlands or waterbodies that may exist on the PROJECT site. If such exploration is to be performed, the ENGINEER can submit a separate proposal for this service.

The Engineering Report will be presented to OWNER's staff. After responding to feedback from OWNER staff, a presentation to the Council will be prepared that summarizes the findings and final recommendations of the study.

Upon approval from the OWNER, ENGINEER will submit the report to IEPA for approval.

G- TASK 7 (50% Plans), 8 (95% Plans) & 9 (Final Submittal) WTP DESIGN

Upon approval of the Engineering Report, ENGINEER will develop construction plan drawings and specifications for the WTP for the purpose of soliciting bids from qualified contractors. ENGINEER will develop the construction documents with consideration for IEPA SRF requirements.

ENGINEER's design includes the development of the following improvements:

Well 1 abandonment and new well construction: ENGINEER will prepare plans and specifications for the decommissioning of existing Well 1, including the demolition of the well head piping, well house, and other above-ground structures. ENGINEER will prepare bid specifications for the selection of a qualified well driller to develop and construct a new raw water production well. ENGINEER will design the proposed well head piping and well house. ENGINEER will specify for the selected well driller to coordinate with ENGINEER for the selection of the appropriate well pump to satisfy the proposed hydraulic condition.

Raw water main replacement: ENGINEER will prepare plans and specifications for the replacement of the raw water main from the wells to the process, including access points for cleaning the main. The hydraulic modeling of the raw water main is included in A. Task 1.

Aeration system: The existing aeration system will remain in place for the existing filter to remain in service. The new pressure filters do not require aeration. The existing aerator on the north filter will be removed from service and necessary closures made.

Filtration system: ENGINEER will design the expansion of the filtration system to an average daily flow as determined by the report. ENGINEER will design process components for the integration of the new high-rate pressure filter equipment supplied by the manufacturer selected in TASK 4. ENGINEER assumes that the pressure filter equipment will be constructed to replace the north existing horizontal filter. Low service pumps will be required to feed the filters. Location of the low service pumps to be determined.

Process Building Addition: The proposed building addition will be located on the north side of the existing process building and will be approximately 15 feet wide, and the full east/west length of the existing process building. The building addition will be split-level with an elevated slab to provide storage for water treatment chemicals and an at grade slab in the garage storage/maintenance area. The building addition will be constructed of materials approved by Collinsville and will include upgrade of the existing building systems to code, including mechanical and electrical system.

Filter backwash pump station: ENGINEER will design a filter backwash pump station to deliver finished water to the filter equipment for the purpose of backwashing the existing and proposed filters. ENGINEER assumes that the filter backwash pump station would consist of two (2) backwash pumps that would be placed alongside the high service pumps.

Disinfection system: ENGINEER will design a sodium hypochlorite disinfection system utilizing metering pumps, day tank and bulk containers (IBC or tote) to inject sodium hypochlorite into the filtered water stream. The disinfection system will be located in the proposed building addition described above, and will be easily accessible for chemical deliveries from the driveway access. ENGINEER will design secondary containment and venting for the sodium hypochlorite as required by IEPA. ENGINEER assumes dosing of the sodium hypochlorite will be using injection quills and/or static mixers.

Chemical feed system: ENGINEER will relocate the chemical feed station to the new chemical storage area to accommodate the expanded capacity and process changes proposed for the WTP. The chemical feed station will be reliant upon chemical metering pumps suctioning from day tanks. Chemicals from delivered containers are assumed to be transferred manually to the day tanks by the OWNER's operations staff.

WTP Finished water storage tank: ENGINEER will design a finished water storage tank (ST) of material and size to be determined. ENGINEER will design connections to the existing clear well to eliminate the need for pumping water from the clear well to/from the finished water storage tank. ENGINEER will design the piping for connection to the existing clear well, venting, overflow, drain, water level monitoring system, mixing system and site grading. ENGINEER assumes that the ST and structural components, including the foundation, will be designed by a specified tank manufacturer. ENGINEER will specify in bidding documents and coordinate with the selected tank manufacturer.

High Service Pump Station: ENGINEER will design a high service pump station to replace the existing. ENGINEER anticipates this design to include the replacement of high service pumps, discharge piping, controls, and instrumentation to accommodate a different operating condition. The proposed high service pump station may be located outside of the existing clearwell in a separate structure. The previously mentioned backwash pumps may share this station.

Master Meter: ENGINEER will design a new master meter station for finished water from the WTP. ENGINEER assumes the master meter station will be located external to the WTP building in a precast concrete vault or could be incorporated into the High Service Pump Station.

Filter Backwash Waste System and De-chlorination: ENGINEER will design improvements to the filter backwash waste water system, which consists of a sand filter that discharges filtrate to Schoolhouse Branch Creek under a General NPDES permit for public water supply facilities. ENGINEER will design the expansion of the sand filter using the same process as existing, and the expansion of the filtrate piping and outfall structure. ENGINEER will design a dechlorinating feed system to be housed in a prefabricated building adjacent to the backwash waste water sand filter. The dechlorinating feed system will consist of a skid-mounted duplex metering pump, feed day tank, in-line chlorine analyzer, and effluent flow meter. ENGINEER will design flow control to the existing backwash sand filter structure. Modifications will be made to the NPDES permit for continued discharge to the creek.

Filter reject water reuse system: ENGINEER will submit written correspondence, on behalf of OWNER, to the IEPA to determine the feasibility of returning filter reject water into the treatment process stream. 10-States Standards does not recommend the recycling of backwash waste water from red water facilities. The proposed treatment process includes an iron/manganese softening green sand filter, therefore the reject water would be considered a red water. This scope does not include the design of a filter reject water reuse system, but such service can be amended to the Agreement.

Main Power Feed and Emergency Standby Power Generation: ENGINEER will design necessary improvements to the main power feed to the WTP. If necessary, ENGINEER will coordinate with OWNER's electrical provider to upgrade electrical service capacity, and to upgrade switchgear at the facility. ENGINEER will design an emergency standby power generation system to include an automatic transfer switch and standby generator with a diesel fuel belly tank. Generator will be housed in a sound attenuated enclosure and have a residential muffler. ENGINEER will design the proposed generator set to be placed on a concrete slab-on-grade in the yard of the WTP. ENGINEER will specify the decommissioning and removal of existing main power feed and standby power generation equipment, as needed.

Controls and Automation: ENGINEER will coordinate with the existing integrator, Vandevanter Engineering, for the design of controls, automation and SCADA for the WTP to incorporate proposed improvements to the existing facility. The extent of the design will be limited to providing local indication from instrumentation, and integration of instrumentation to provide basic automation of processes through programmable logic controllers (PLCs).

New Water Storage Tank: Refer to TASK 3A of this AGREEMENT for scope of service.

New Booster Pump Station: Refer to TASK 3B of this AGREEMENT for scope of service.

ENGINEER will prepare, for review and approval by OWNER, 50%, 95%, and Final Draft Submittals consisting of Drawings and Specifications setting forth in increasing detail the Construction Work required. The Contract Documents will detail civil, structural, mechanical, plumbing, electrical, instrumentation and architectural design to identify, quantify, locate and describe the Construction Work required. OWNER's representative will provide written

confirmation at each draft submittal that, in their opinion, the project is consistent with scope of work as described herein this AGREEMENT.

ENGINEER will provide two (2) copies of Submittal Documents at the 50%, 95% and Final Draft levels for review by OWNER.

The following services are included in this task:

Land Surveying Services:

ENGINEER will retain the services of a professional land surveyor licensed in the State of Illinois to perform topographic and boundary land surveying services of the WTP site. Surveyor will establish a single benchmark at a location agreed upon with OWNER via GPS observations and NGS OPUS solution to establish orthometric height (NAVD88), latitude/longitude, and Illinois-West State Plane Coordinate System (NAD83). The following features will be surveyed at a minimum:

1. Site topography at proposed improvements
2. Major hydraulic features of the WTP necessary to make connections to existing processes
3. Process piping centerlines
4. Existing process building finished floor
5. Existing well houses
6. Drainage features
7. Existing slab locations
8. Existing vault locations and elevations
9. Exposed valve centerlines
10. Buried valves, tops of operating nut

ENGINEER assumes that OWNER will provide safe access to all features necessary for survey in preparing PROJECT design. ENGINEER assumes OWNER will locate, expose for access, and clearly identify all buried piping ahead of anticipated mobilization to site for survey. ENGINEER assumes OWNER will provide assistance in identifying other process piping and valves for inclusion into the survey drawings.

Geotechnical Engineering Services (AT THE WATER PLANT ONLY)

ENGINEER will explore the subsurface conditions for the PROJECT area at select locations and develop general design and construction recommendations for the foundations and earth-related phases of the project. ENGINEER will perform a total of seven (7) borings: two (2) at the proposed location of the process building expansion and five (5) at the location of the proposed ground storage tank. ENGINEER will explore the subsurface conditions by drilling the borings for a total of 35 vertical feet. Based on ISGS surficial geology maps, it is assumed that rock will not be encountered in the borings.

ENGINEER will drill the borings to assumed depths required for the structural design unless auger refusal terminates drilling at a shallower depth. The borings will be sampled with Standard Penetration Tests (SPTs) at 2 ½- foot intervals in the upper 10 feet and at 5-foot intervals thereafter. 24-hour ground water readings will be recorded at selected borings; then the boreholes will be backfilled with soil cuttings.

Upon completion of the field exploration, the samples will be transported to laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification and assessing the volume change characteristics of the subgrade soils.

The results of the field exploration and laboratory testing will be analyzed by a geotechnical engineer. ENGINEER's findings and recommendations, along with supporting data, will be presented in a formal report, which will address each of the following:

- Allowable bearing pressures and depths for shallow, spread footing, foundation support.
- Seismic coefficients for building design according to the appropriate IBC.
- Anticipated settlement based on general soil characteristics.
- Discussion of the shrink/swell potential of subgrade soils.
- Lateral earth pressures for the design of below-grade and minor retaining walls.
- General location, description, and disposition of existing fill materials, if encountered.
- Influence of groundwater and/or bedrock, if encountered, on design and construction.
- Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement.
- Site development and geotechnical construction recommendations.
- Generalized soil, bedrock, and groundwater profiles of the project site.

H- TASK 10 PERMIT APPLICATIONS

ENGINEER will prepare the following permit applications in support of the project for OWNER's representative's approval and signature. ENGINEER will respond to regulatory authority requests for additional information regarding the permit applications on OWNER's behalf. It is assumed there may be at least 4 permit applications: 1. Filters; 2. Storage Tank; 3. Well; 4. WTP Rehab.

The following permit applications will be prepared by ENGINEER:

- IEPA Well construction permit (for well only)
- IEPA Application for Construction Permit with form attachments:
 - Schedule A – Cost Estimate
 - Schedule C-1
- Illinois Department of Natural Resources (IDNR) Joint Application Form For Illinois with submittal to:
 - IDNR
 - IEPA
 - United States Corps of Engineers

OWNER shall pay for all applicable permit fees.

I- TASK 11 BIDDING ASSISTANCE AND EQUIPMENT PROCUREMENT ASSISTANCE

ENGINEER will assist OWNER in requesting bids from Contractors and Equipment Suppliers to perform the work and procure equipment as selected by the OWNER from the PROJECT. ENGINEER will respond to bidders' requests for additional information. ENGINEER will prepare a bid tabulation of received bids, and will review one (1) Contractor-submitted for each bid package for conformance with the bid documents. ENGINEER will provide a letter of recommendation to OWNER based on the completeness of the Contractor's submitted bid package.

ENGINEER will review shop drawings provided by equipment manufacturer, and provide comments for OWNER's review. OWNER shall review and submit the ENGINEER-reviewed shop drawings to the manufacturer.

Possible Bid Packages may include:

1. Filters, low service system including tank and pumps
2. Finished Water Tank (Clear well)
3. High Service Pump Station
4. Well
5. WTP Rehab – Building, Clear well, Gen Set, SCADA

ASSUMPTIONS AND CLARIFICATIONS

OWNER shall pay for all costs associated with sampling, testing, and laboratory fees. Geotechnical investigations performed as provided in this Agreement are an exception to this provision.

ENGINEER will not enter confined spaces as part of the field evaluation.

ENGINEER's field evaluation of existing equipment will not be exhaustive, and reported findings will be based upon inspection reports provided by OWNER.

PART B

ADDITIONAL SERVICES TO BE DETERMINED

1. Services during construction.
2. Design of Distribution System Improvements & Extensions.
3. Design of Transmission Main, Tank and/or Booster Pump.
4. The design of tank demolition is currently not included in this AGREEMENT, and may be added to the scope of work after further evaluation of the existing distribution system.
5. Additional Distribution System, Tank(s) and/or Booster Pumps beyond what has been proposed in this AGREEMENT.
6. Property Rights and Acquisition.

This is **Appendix 1 to EXHIBIT A**, consisting of 1 page,
referred to in and part of the **Agreement between Owner
and Engineer for Professional Services** dated _____,
_____.

Schedule

Troy, IL Water System Improvements: Schedule, *attached herewith, consisting of 1 page.*

ATTACHMENT

RR17, Pg 67

ID	Task Name	Duration	Start	Finish	Predecessors	Timeline						
						Feb '17	Mar '17	Apr '17	May '17	Jun '17	Jul '17	
1	Notice to Proceed	0 days	Tue 3/1/16	Tue 3/1/16								
2	Project Research and Process Development Task 1	86 days	Sun 12/13/15	Mon 3/7/16	1FF+7 days							
3	Operation Work Shop Task 1	1 day	Tue 3/8/16	Tue 3/8/16	1FS+7 days							
4	Transmission Main Hydraulic Model Task 2	20 days	Wed 3/9/16	Mon 3/28/16	3							
5	City Potable Water Hydraulic Model and Master Plan Task 3	120 days	Wed 3/9/16	Wed 7/6/16	3							
6	New Water Tank Design Task 3A	90 days	Thu 7/7/16	Tue 10/4/16	5							
7	New Booster Pump Station Task 3B	90 days	Thu 7/7/16	Tue 10/4/16	5							
8	IEPA Review and Approval of Distribution System Improvements	90 days	Wed 10/5/16	Mon 1/2/17	6,7							
9	Engineering Support for Financial Assistance Task 4 (optional)	54 days	Tue 3/1/16	Sat 4/23/16	1							
10	Filter Procurement and Pilot Testing Task 5	60 days	Thu 3/31/16	Sun 5/29/16	9SS+30 days,3							
11	IEPA Review and Approval of Pilot Testing Results	90 days	Mon 5/30/16	Sat 8/27/16	10							
12	Engr. Report Task 6	147 days	Tue 5/3/16	Mon 9/26/16	3,11FF+30 days							
13	IEPA Review and Approval Engineering Report	90 days	Tue 9/27/16	Sun 12/25/16	12							
14	Design Task 7, 8 & 9	122 days	Tue 9/27/16	Thu 1/26/17	12,13FF+30 days							
15	IEPA Permitting Task 10	90 days	Fri 1/27/17	Wed 4/26/17	14							
16	Bidding Task 11	30 days	Thu 4/27/17	Fri 5/26/17	15							
17	Construction NTP	0 days	Sun 6/25/17	Sun 6/25/17	16FF+30 days						6/25	

Project: Troy Water
Date: Fri 2/26/16

Task		Summary	
Split		Project Summary	
Milestone		Inactive Task	

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. **EXISTING PLANS AND REPORTS**

- Plans for the original and various additions and improvements to the plant
- Facility Plans or Engineering Reports
- Well pump and motor maintenance records
- Well chemical treatment records
- All pump performance curves and operating points (except metering pumps)
- HMG Engineering Report, Plans, SRF Information and IEPA Permits
- Equipment maintenance reports (or replacement parts ordered in the last 5 years)

2. **OPERATIONAL RECORDS AND REPORTS**

- 5 years of master finished water meter flow records
- 3 years of backwash flow meter records
- 3 years of reports to state
- 3 years of in-process operational data
- 3 years of raw water testing data
- 3 years of finished water testing data
- 3 years of Water Quality Reports

- 3 years of meter reading of each well
- 3 years of chemical additions
- 3 years of records of solids disposal

3. RATE STUDY

- Consumption Data by Month by Account with Address & Name of Account Holder (Sortable Database)
- Copies of Any Previous Rate Study(s)
- Billing Data for Any Unmetered Account(s) and Estimate(s) of Usage
- Existing Rate Ordinances for Utility to be Studied (Existing Rate Structure)
- Month of Last Rate Increases or Decreases with Details
- Service or Treatment Agreements with Other Agencies/Government Units
- Reserve Account Balances at Start of Analysis Year (Working Capital, Capital Improvements, Debt, R & R)
- Tap (New Service) Data for Past 5 Years (# & Cost)
- Existing Ordinance Pertaining to New Taps
- % of New Tap Revenue to be Devoted to Future Capital Improvements
- Estimate of Future # of Taps/Year & Cost
- Annual Median Household Income (AMHI) for Area Served
- Rate of Anticipated Growth of AMHI
- Five Year "Minor" (Self-Funded) Repair & Replacement (R & R) Project Listing or Targeted Amount of \$s
- 3 to 5 years of Revenue and Expense Account Data (Audited) for Utility to be Studied
- Detailed Current Year Budget w/Anticipated Revenue and Expense Accounts for Enterprise Fund
- Most Recent Fiscal Year Audit for City w/Enterprise Account Info
- Best Month for Rate Increase or Decrease
- Loan Repayment Schedules Related to Enterprise Account
- Five Year "Major" (Requiring Bonding or Low Interest Loan) Capital Improvement Projects

4. COLLINSVILLE

- Letters regarding plant condition and expansion
- Zoning requirements provide to Troy
- Collinsville contact information regarding zoning requirements

5. REGULATORY CORRESPONDENCE

- IEPA inspection reports for 3 years
- IEPA NOVs – None on Record
- IEPA letters or directives
- NPDES permit

6. TRANSMISSION MAIN INFORMATION (Plant to Elevated Storage Tank)

- Plans of the transmission main installations and extensions
- GIS information for route of existing main
- Records of repairs on the main for last 10 years
- ISO hydrant testing records in last 10 years
- Any additional pressure/flow testing performed by City
- Records of pothole examinations along the route

7. WATER USAGE RECORDS (For comparison to plant production records to determine loss rate)

- 5 years of water sales both retail and wholesale
- New Connections for past 10 years

8. POPULATION GROWTH PROJECTIONS

- Any reports that track future population growth projections
- Any anticipated annexation areas
- Any planned developments within the City's land use planning area
- Any updates to the Comprehensive Plan related to population growth
- City's Facilities Plans for water or sewer that project population growth

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

This is EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C2.01 is estimated to be Eight Hundred and Nine Thousand, Three Hundred, and Nineteen Dollars (\$809,319.00) based on the tasks provided in Appendix 3 to Exhibit C.
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of 1/1/2018) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

PROFESSIONAL SERVICE RATES

HUMAN RESOURCE

Project Manager/Engineer I.....	75 USD per hour	Technician/Admin I.....	40 USD per hour
Project Manager/Engineer II.....	95 USD per hour	Technician/Admin II.....	55 USD per hour
Project Manager/Engineer III.....	115 USD per hour	Technician/Admin III.....	70 USD per hour
Project Manager/Engineer IV.....	135 USD per hour	Technician/Admin IV.....	85 USD per hour
Project Manager/Engineer V.....	155 USD per hour	Technician/Admin V.....	100 USD per hour
Project Manager/Engineer VI.....	175 USD per hour	Technician/Admin VI.....	115 USD per hour
Project Manager/Engineer VII.....	195 USD per hour	Technician/Admin VII.....	130 USD per hour
Project Manager/Engineer VIII.....	205 USD per hour	Technician/Admin VIII.....	145 USD per hour

REIMBURSABLES

Vehicle Mileage	0.54 USD per mile
All other Direct Cost	105%
All Sub consultants	105%

This is **Appendix 3 to EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between **Owner and Engineer for Professional Services** dated _____, _____.

Manhour Estimate Spreadsheet

Troy, IL WTP: Manhour Estimate, attached herewith, consisting of 3 pages.

↑



This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the Agreement between **Owner and Engineer** for **Professional Services** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

C. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Each Accident: \$1,000,000
 - 2) Disease, Policy Limit: \$1,000,000
 - 3) Disease, Each Employee: \$1,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - f. Professional Liability --
 - 1) Each Claim Made \$3,000,000
 - 2) Annual Aggregate \$3,000,000
 - g. Other (specify): N/A

2. By Owner:

a. Workers' Compensation:

Statutory

b. Employer's Liability --

- 1) Each Accident \$ 2,500,000
- 2) Disease, Policy Limit \$ 2,500,000
- 3) Disease, Each Employee \$ 2,500,000

c. General Liability --

- 1) General Aggregate: \$ 3,000,000
- 2) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000

d. Excess Umbrella Liability --

- 1) Each Occurrence: \$ 7,000,000
- 2) General Aggregate: \$ 7,000,000

e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

Each Accident: \$ 1,000,000

f. Other (specify): \$ _____

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

01111

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the limits of liability provided in Exhibit G of the Agreement.

B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

END OF DOCUMENT