

**RECORDING  
NOT REQUIRED**

**RETURN TO:**

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

**CITY OF TROY  
RESOLUTION 2024-39**

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**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT/ENGINEERING PROPOSAL FOR VALUE ENGINEERING REVIEW  
WITH BENTON & ASSOCIATES, INC.**

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**APPROVED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS,  
THIS 21<sup>ST</sup> DAY OF OCTOBER 2024**

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**RESOLUTION NO. 2024 - 39**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT/ENGINEERING PROPOSAL FOR VALUE ENGINEERING REVIEW WITH BENTON & ASSOCIATES, INC.**

**WHEREAS**, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City and its citizens to enter into an agreement/engineering proposal for value engineering review with Benton & Associates, Inc., to review current expansion plans; and

**WHEREAS**, said agreement/engineering proposal is attached hereto and incorporated herein as Exhibit A, and the City believes that such terms and conditions are in the best interest of the health, safety and general welfare of its citizens.

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

1. The recitals set forth above are hereby incorporated herein as if fully set forth.

2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached agreement/engineering proposal for value engineering review with Benton & Associates, Inc., and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.

3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

**PASSED** by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 21st day of October, 2024.

Aldermen vote:

Dan Dawson	<u>✓</u>	Sam Italiano	<u>✓</u>	Ayes:	<u>8</u>
Tim Flint	<u>✓</u>	Debbie Knoll	<u>✓</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>✓</u>	Tony Manley	<u>✓</u>	Abstain:	<u>0</u>
Nathan Henderson	<u>✓</u>	Troy Turner	<u>✓</u>		



APPROVED:

*David Nonn*  
DAVID NONN, Mayor  
City of Troy, Illinois

ATTEST:

*Kimberly Thomas*  
KIMBERLY THOMAS, Clerk  
City of Troy, Illinois



## BENTON & ASSOCIATES, INC.

Consulting Engineers / Land Surveyors

1970 West Lafayette Avenue • Jacksonville IL 62650  
Voice 217-245-4146 • Fax 217-245-4149

Reginald H. Benton, PE, SE  
William J. Sleeman, PE  
Jamie L. Headen, PE  
Kenneth E. Sturgeon, PLS  
Matthew B. Hardy, PE, SE  
Benjamin M. Spreen, PE  
Douglas J. Erickson, PE  
C. Cameron Jones, PE, SIT  
Stefanie J. Ballinger, PE

September 24, 2024

Mr. Rob Hancock  
Director of Public Works  
City of Troy  
116 E Market Street  
Troy, IL 62294

RE: Engineering Proposal  
Value Engineering Review

Dear Mr. Hancock,

The following is our Proposal for providing Professional Engineering and Technical Services regarding the proposed Phase 1 improvements to the WWTP and Collection System as included in SRF Loan # L17-5506.

The Scope of Services is based on our working knowledge of the proposed project, preliminary discussions with yourself and the WWTP staff and a preliminary review of the City's Permit Submittal Plans. It is also our intent of this Proposal to make available all possible utilization of our firm. This Proposal will include coordination with City Staff and the IEPA to complete the Scope of Services outlined below.

### I. SCOPE OF SERVICES

The Scope of Services under this proposal is limited to providing Professional Engineering, and Technical Services for the following:

#### A. Value Engineering Review for Proposed WWTP Improvements

Perform a Value Engineering Review of the Plans and Specifications for the proposed WWTP improvements to include the following tasks:

- Hydraulic Capacity Review
- Equipment Selection Review
- Headworks Treatment Systems Review
- Secondary Treatment Systems Review
- Tertiary Treatment Systems Review
- Disinfection System Review
- Sludge Management Review
- Excess Flow Treatment Review
- Mechanical Electrical & Plumbing Design Review
- Structural Design Review
- Site Civil Design Review
- Operational / Constructability Review
- Cost Estimate Update of Current Design

**B. Value Engineering Review for Proposed North Interceptor Improvements**

Perform a Value Engineering Review of the Plans and Specifications for the proposed North Interceptor improvements to include the following tasks:

- Hydraulic Capacity Review
- Constructability Review
- Easement Acquisition Review
- Alternate Options Analysis
- Cost Estimate Update

**II. SUBMITTALS**

- WWTP Value Engineering Letter Report
- North Interceptor Value Engineering Letter Report

**CHARGES FOR SERVICES**

The City of Troy will compensate Benton & Associates, Inc. for all services outlined in this Proposal for Engineering, Surveying and Technical services requested by The City of Troy or their Agent at the Lump Sum Price of \$40,000 as payment in full for providing the services outlined in the Scope of Work. Travel and other out-of-pocket expenses will be reimbursed to Benton & Associates, Inc. at their actual costs.

This Proposal does not include any of the following services:

1. Sampling or Testing
2. Facility Plan Amendments or Modifications
3. Proposal or Bidding Assistance
4. Construction Phase Services

Additional services not included in the Scope of Services above will be provided in accordance with the then current Schedule of Charges and General Conditions.

The following information shall be provided to Benton & Associates, Inc. to assist with completing the Scope of Services outlined above:

1. Bid Ready Plans and Specification
2. Basis of Design Report
3. Survey Documentation
4. IEPA Construction Permit Submittal
5. IEPA Field Evaluations
6. Geotechnical Reports
7. Lead & Asbestos Inspection Reports

The attached General Conditions are incorporated into and made a part of this Agreement, unless a section is modified in writing within this specific Agreement.

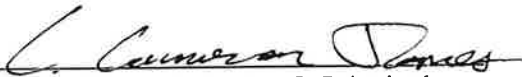
If the above meets your approval and understanding of the proposed services and charges for same, please sign where indicated below and return one fully executed copy to our office.

We appreciate the opportunity to submit this Proposal to you and look forward to working together on this project. We are in a position to start work on this project without delay with your authorization. Should you have any questions or desire additional information, please advise.

Respectfully submitted,

ENGINEER

BENTON & ASSOCIATES, INC.  
1970 W. Lafayette Ave.  
Jacksonville, IL 62650

By:   
C. Cameron Jones PE, Principal

Date: 9/24/2024

CLIENT

CITY OF TROY  
116 E Market Street  
Troy, IL 62294

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

Title: MAYOR

Date: 10/21/2024



BENTON & ASSOCIATES INC

Consulting Engineers/Land Surveyors  
 Illinois: Jacksonville • Macomb • Taylorville  
 Missouri: Kirksville • Rolla

**2024 – SCHEDULE FOR  
 HOURLY PROFESSIONAL SERVICES**

**GENERAL CONDITIONS**

**Item 1. Scope of Work.** Benton & Associates, Inc. (B&A) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of B&A proposal, Schedule for Hourly Professional Services, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of B&A's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the accompanying Schedule for Hourly Professional Services. Unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom the client releases any part of work.

B&A shall have no obligations to any party other than those expressed by agreement.

Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

**Item 2. Site Access/Background Data.** The client will provide for the right-of-way access to the work site. In the event the work site is not owned by the client, client represents to B&A that all necessary permissions for B&A to enter the site and conduct the work have been obtained. While B&A shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of the work, that B&A has not included in its fee the cost of restoration of damage, and that the client will pay for such restoration costs. Client shall provide the appropriate land title and/or background information to B&A required for the performance of our work. B&A will not be required to perform an independent search for easements, encumbrances, title evidence and ownership data as B&A will rely upon the materials and representations that client supplies to B&A.

**Item 3. Utilities.** In the performance of its work, B&A will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on the utility information provided by notifying the State One Call System to correctly identify their buried facilities and service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold B&A harmless and indemnify B&A from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by B&A for any damages to underground structures and utilities which were not correctly and clearly shown on the information provided to B&A or otherwise disclosed by the client, utility, locator service or Subsurface Utility Engineering performed by B&A. B&A will be responsible for ordering the utility locator or Subsurface Utility Engineering services only if expressly set forth in the scope of the proposal. B&A can only aid in finding the approximate location of underground utilities. B&A does not warrant or guarantee that all underground utilities will be discovered, designated or located in the work area.

**Item 4. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise B&A of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by B&A employees or subcontractors or which in any other way may be pertinent to B&A's proposed services.

**Item 5. Confidentiality.** B&A shall hold confidential the business and

technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". B&A shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of B&A against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by B&A is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of B&A. Client now has no contract with any other professional engineer/surveyor/planner for the performance of the specific services outlined in the agreement and any previous contracts are terminated and copies of all previous work will be provided to B&A for use in this current project.

**Item 6. Standard of Care.** B&A will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

**Item 7. Technical Methodology and Protocol.** B&A will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are preferred by the client or are considered more appropriate, a written description or designation of these must be provided to B&A prior to execution of this agreement.

**Item 8. Limitations of Liability.** In recognition of the relative risks and benefits of the project to both the Client and B&A, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of B&A and his or her subconsultants to the client on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of B&A and his or her subconsultants to all those named shall not exceed B&A's total fee for services rendered, or \$50,000, whichever is less, on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Item 9. Insurance and Indemnity.** B&A represents that it maintains general liability, property damage, and professional liability insurance, and that B&A's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request.

B&A shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. B&A agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by B&A. Except as expressly set forth in Items Nos. 8 and 9, the client agrees to hold B&A, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including by not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to B&A's work.

**Item 10. Modifications.** This agreement and all its attachments represent the entire understanding between the parties, and neither the client nor B&A may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These items and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Reuse of Documents.** All documents including drawings, specifications, and electronic media furnished by B&A pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by client or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by B&A will be at client's sole risk, and without liability of B&A, and client shall indemnify and hold harmless B&A from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle B&A to further compensation at rates to be agreed upon by client and B&A.

**Item 12. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. Late payment charges of 1.0% per month will be added to delinquent charges. Client shall be further obligated to pay B&A's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This agreement is entered into in Morgan County, Illinois and the Laws of Illinois are to apply to the agreement. If legal action is required by B&A, to collect fees or expenses advanced or to resolve disputes, then the parties agree that Morgan County shall be the proper venue for that legal action. B&A, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate B&A for all services performed to and for such termination.

**Item 13. Opinions of Cost.** Since B&A has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this project will be based upon its own experience with construction, but B&A cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the client wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

**Item 14. Shop Drawing Review.** Client agrees that B&A's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with B&A's design intent and conformance with information given in the construction documents. B&A shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. Client warrants that the contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to B&A.

**Item 15. Mediation.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and B&A agree that all disputes between them arising out of, or related to this Agreement, shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties agree to resolve conflicts that arise during the design or construction of the project or following the completion of the project by methods other than nonbinding mediation, then all such agreements must be set forth in writing, and must be signed by representatives of both the Client and B&A to be effective. It is further agreed by the Client and B&A that supplemental agreements to resolve conflicts that arise during the design or construction of the project, or following the completion of the project, must not only be signed by representatives of both the Client and B&A; but must specify, in writing, the method of dispute resolution which has been selected to replace nonbinding mediation.

12/04/2019

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## **BENTON & ASSOCIATES, INC.**

Consulting Engineers / Land Surveyors

1970 West Lafayette Avenue • Jacksonville IL 62650  
Voice 217-245-4146 • Fax 217-245-4149

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Stefanie J. Ballinger, PE

September 24, 2024

Mr. Rob Hancock  
Director of Public Works  
City of Troy  
116 E Market Street  
Troy, IL 62294

RE: Engineering Proposal  
SRF Application Peer Review

Dear Mr. Hancock,

The following is our Proposal for providing Professional Engineering and Technical Services regarding the proposed Phase 1 improvements to the WWTP and Collection System as included in SRF Loan # L17-5506.

The Scope of Services is based on our working knowledge of the proposed project, preliminary discussions with yourself and the WWTP staff and a preliminary review of the City's application process. It is also our intent of this Proposal to make available all possible utilization of our firm. This Proposal will include coordination with City Staff and the IEPA to complete the Scope of Services outlined below.

### **I. SCOPE OF SERVICES**

The Scope of Services under this proposal is limited to providing Professional Engineering, and Technical Services for the following:

#### **A. IEPA SRF Application Peer Review**

Peer Review of IEPA SRF Application to include the following:

- Assist City in Coordination with IEPA SRF to obtain complete SRF Application Documentation
- Review SRF Application Documentation
- Recommendations summary on potential enhancements or changes
- Assist City in submittal of additional documentation

### **CHARGES FOR SERVICES**

The City of Troy will compensate Benton & Associates, Inc. for all services outlined in this Proposal for Engineering, Surveying and Technical services requested by The City of Troy or their Agent at the Lump Sum Price of \$5,000 as payment in full for providing the services outlined in the Scope of Work. Travel and other out-of-pocket expenses will be reimbursed to Benton & Associates, Inc. at their actual costs.

This Proposal does not include any of the following services:

1. Sampling or Testing
2. Facility Plan Amendments or Modifications
3. Proposal or Bidding Assistance
4. Construction Phase Services

Additional services not included in the Scope of Services above will be provided in accordance with the then current Schedule of Charges and General Conditions.

The following information shall be provided to Benton & Associates, Inc. to assist with completing the Scope of Services outlined above:

1. Current IEPA SRF Loan Application Documentation and Facility Plan
2. Letter to IEPA SRF for permission to coordinate with IEPA SRF on City's behalf

The attached General Conditions are incorporated into and made a part of this Agreement, unless a section is modified in writing within this specific Agreement.

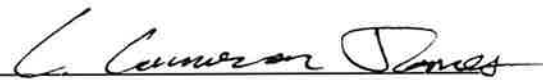
If the above meets your approval and understanding of the proposed services and charges for same, please sign where indicated below and return one fully executed copy to our office.

We appreciate the opportunity to submit this Proposal to you and look forward to working together on this project. We are in a position to start work on this project without delay with your authorization. Should you have any questions or desire additional information, please advise.

Respectfully submitted,

ENGINEER

BENTON & ASSOCIATES, INC.  
1970 W. Lafayette Ave.  
Jacksonville, IL 62650

By:   
C. Cameron Jones PE, Principal

Date: 9/24/2024

CLIENT

CITY OF TROY  
116 E Market Street  
Troy, IL 62294

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

Title: MAYOR

Date: 10/21/2024



BENTON & ASSOCIATES INC

Consulting Engineers/Land Surveyors  
Illinois: Jacksonville • Macomb • Taylorville  
Missouri: Kirksville • Rolla

## 2024 – SCHEDULE FOR HOURLY PROFESSIONAL SERVICES

### GENERAL CONDITIONS

**Item 1. Scope of Work.** Benton & Associates, Inc. (B&A) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of B&A proposal, Schedule for Hourly Professional Services, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of B&A's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the accompanying Schedule for Hourly Professional Services. Unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom the client releases any part of work.

B&A shall have no obligations to any party other than those expressed by agreement.

Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

**Item 2. Site Access/Background Data.** The client will provide for the right-of-way access to the work site. In the event the work site is not owned by the client, client represents to B&A that all necessary permissions for B&A to enter the site and conduct the work have been obtained. While B&A shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of the work, that B&A has not included in its fee the cost of restoration of damage, and that the client will pay for such restoration costs. Client shall provide the appropriate land title and/or background information to B&A required for the performance of our work. B&A will not be required to perform an independent search for easements, encumbrances, title evidence and ownership data as B&A will rely upon the materials and representations that client supplies to B&A.

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**Item 4. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise B&A of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by B&A employees or subcontractors or which in any other way may be pertinent to B&A's proposed services.

**Item 5. Confidentiality.** B&A shall hold confidential the business and

technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". B&A shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of B&A against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by B&A is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of B&A. Client now has no contract with any other professional engineer/surveyor/planner for the performance of the specific services outlined in the agreement and any previous contracts are terminated and copies of all previous work will be provided to B&A for use in this current project.

**Item 6. Standard of Care.** B&A will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

**Item 7. Technical Methodology and Protocol.** B&A will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are preferred by the client or are considered more appropriate, a written description or designation of these must be provided to B&A prior to execution of this agreement.

**Item 8. Limitations of Liability.** In recognition of the relative risks and benefits of the project to both the Client and B&A, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of B&A and his or her subconsultants to the client on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of B&A and his or her subconsultants to all those named shall not exceed B&A's total fee for services rendered, or \$50,000, whichever is less, on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Item 9. Insurance and Indemnity.** B&A represents that it maintains general liability, property damage, and professional liability insurance, and that B&A's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request.

B&A shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. B&A agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by B&A. Except as expressly set forth in Items Nos. 8 and 9, the client agrees to hold B&A, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including by not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to B&A's work.

**Item 10. Modifications.** This agreement and all its attachments represent the entire understanding between the parties, and neither the client nor B&A may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These items and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Reuse of Documents.** All documents including drawings, specifications, and electronic media furnished by B&A pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by client or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by B&A will be at client's sole risk, and without liability of B&A, and client shall indemnify and hold harmless B&A from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle B&A to further compensation at rates to be agreed upon by client and B&A.

**Item 12. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. Late payment charges of 1.0% per month will be added to delinquent charges. Client shall be further obligated to pay B&A's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This agreement is entered into in Morgan County, Illinois and the Laws of Illinois are to apply to the agreement. If legal action is required by B&A, to collect fees or expenses advanced or to resolve disputes, then the parties agree that Morgan County shall be the proper venue for that legal action. B&A, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate B&A for all services performed to and for such termination.

**Item 13. Opinions of Cost.** Since B&A has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this project will be based upon its own experience with construction, but B&A cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the client wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

**Item 14. Shop Drawing Review.** Client agrees that B&A's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with B&A's design intent and conformance with information given in the construction documents. B&A shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. Client warrants that the contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to B&A.

**Item 15. Mediation.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and B&A agree that all disputes between them arising out of, or related to this Agreement, shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties agree to resolve conflicts that arise during the design or construction of the project or following the completion of the project by methods other than nonbinding mediation, then all such agreements must be set forth in writing, and must be signed by representatives of both the Client and B&A to be effective. It is further agreed by the Client and B&A that supplemental agreements to resolve conflicts that arise during the design or construction of the project, or following the completion of the project, must not only be signed by representatives of both the Client and B&A; but must specify, in writing, the method of dispute resolution which has been selected to replace nonbinding mediation.

12/04/2019

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