

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6.f

Title:

Recommendation to Award the Proposal for Design Engineering for 7<sup>th</sup> Avenue Lift Station Replacement

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: \$30,300

Budgeted Amount: \$36,700

Not Budgeted: ☐**Executive Summary** (*if not budgeted please explain*):

The Lift Station located at 7th and Division Avenues was originally constructed in 1974 with a wet well/dry well configuration. Since its construction, the dry well has been converted to a second wet well with submersible pumps. The design life for this type of lift station is 25 years. This station has now reached the end of its life and is in need of replacement.

The lift station serves approximately 250 services. The service area is generally bound by Moore Avenue on the north, Division Street on the south, 7th Avenue on the west and Kirk Road on the east. A project location map is attached.

Funding for the lift station replacement was approved with the Phosphorus and Digester construction EPA low-interest loan. As part of the loan application process, the EPA has pre-approved the funding for this project.

In January the City conducted an RFQ/P for the engineering design phase of this project. The City received four responses for the project. The proposals submitted were equal in scope of work and met all the criteria of the project timeline. The proposals received were as follows:

Trotter & Associates:	\$30,600
EEI:	\$51,327
Ruekert – Mielke:	No proposal due to change in staff
CMT:	No Proposal due to their workload

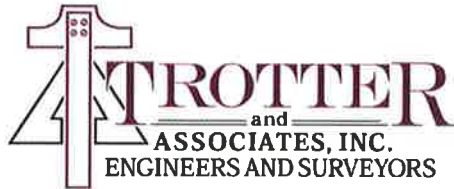
Upon review, Trotter and Associates submitted the lowest proposal for the design project. In addition, they have completed similar projects in comparable communities making them qualified for the project.

**Attachments** (*please list*):

\* Trotter and Associates Proposal \* Project Location Map

**Recommendation/Suggested Action** (*briefly explain*):

Recommendation to Award the Proposal for Design Engineering 7<sup>th</sup> Avenue Lift Station Replacement to Trotter and Associates for the not to exceed amount of \$30,300.



February 1, 2018

Honorable Raymond Rogina  
Mayor of St. Charles  
City of St. Charles  
2 E. Main Street  
St. Charles, Illinois 60174


Re: 7<sup>th</sup> & Division Lift Station Replacement Project  
Professional Services Agreement

Dear Mayor Rogina:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.



Jerry Ruth, P.E.  
Project Engineer

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December 11, 2017

Honorable Raymond Rogina  
Mayor of St. Charles  
City of St. Charles  
2 E. Main Street  
St. Charles, Illinois 60174

**Re: 7<sup>th</sup> & Division Lift Station Replacement Project**  
Professional Services Letter Agreement and Exhibits

Dear Mayor Rogina,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the City of St. Charles, IL (CLIENT) for the 7<sup>th</sup> & Division Lift Station Replacement Project (hereinafter referred to as the "PROJECT").

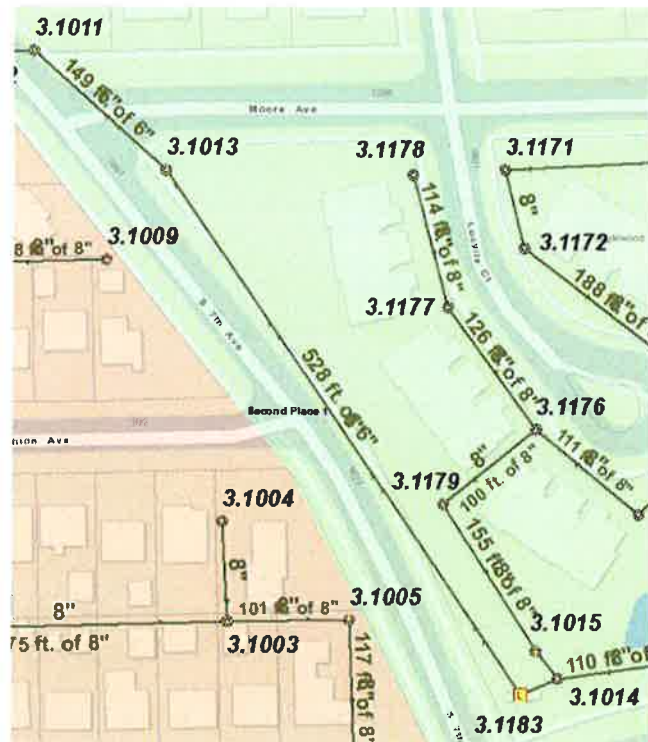
### Project Background

In 2015, Trotter and Associates, Inc. completed a Facility Plan which included a summary of the City's wastewater infrastructure, including the sixteen lift stations. The 2015 Facility Plan Update identified four of the City's lift stations for rehabilitation or replacement due to condition and age. The City has chosen to address two of the four over the next five fiscal years (FY): 7<sup>th</sup> & Division Lift Station and Country Club Lift Station.

The 7<sup>th</sup> & Division Lift Station was originally constructed in 1974 with a wet well/dry well configuration. Since its construction, the dry well has been converted to a second wet well with submersible pumps. 7<sup>th</sup> & Division Lift Station has the ability to bypass flow.

The lift station serves approximately 500 PE. The service area is generally bound by Moore Avenue on the north, Division Street on the south, 7<sup>th</sup> Avenue on the west and Kirk Road on the east. A project location map is included as Appendix A. The force main discharges at the intersection of 7<sup>th</sup> Avenue and Moore Avenue and is tributary to Riverside Lift Station.

The design life for lift stations of this type is twenty-five years. The lift station was rehabilitated in 2007 and included the installation a new pre-cast concrete lids, pumps, flow meter, controls, generator, and transfer switch. The pumps have been replaced twice, in 2009 and 2014. In addition to unusually short service life of the pumps, ragging and grease are a problem at this station. The control panel is in poor condition, as it is old and deteriorating.



**Table 1: 7th & Division Lift Station – Pump and Force Main Data**

Number of Pumps	Pump Manuf. & Type	Pump Motor (HP)	Pump Rated Capacity (GPM)	Force Main Dia. (inch)	Rated TDH (feet)	Installation Date
2	Gorman-Rupp Submersible	4	220	6	35	2014

### **Project Understanding**

The proposed improvements include replacement of the lift station with a single wet well with a valve vault configuration. Vehicle access to the station will be improved and the control systems will be upgraded. The lift station will be integrated into the City's SCADA system.

### **Project Schedule**

The design will adhere to the following implementation schedule based on an effective date of February 1<sup>st</sup>, 2018:

TASK	DATE
Notice to Proceed	March 5, 2018
Complete Topographic Survey	March 20, 2018
Complete 50% Plans and EOPC	April 20, 2018
Receive City Comments on 50% Plans and EOPC	April 27, 2018
Complete 90% PS&E and Submit to IEPA	May 20, 2018
Complete 100% PS&E	June 6, 2018

The City and TAI will work closely to make sure that the permitting of this project will be in to the IEPA with ample time for review prior to entering the bidding phase in June/July of 2018.

### **Scope of Services**

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

1. Preliminary Engineering Report – Completed
2. Preparation of IEPA Low Interest Loan Application - 4 hours
  - a. Prepare and Submit Low Interest Loan Pre-Application - Completed.
  - b. Develop and submit planning documents as required by the IEPA - Completed.
  - c. Complete necessary documents for the IEPA for City's approval and signatures.

- d. Act as liaison between the IEPA Project Manager and the City to address the IEPA Low Interest Loan package review comments and correspondence.
  - e. Work with the City to develop the required ordinances/resolutions required for the Low Interest Loan.
  - f. Incorporate IEPA required contract documents into the project specifications.
3. Preliminary Design Phase - 140 hours
- a. Meet with City Staff on a bi-weekly basis to determine design layout details for the project.
  - b. Topographic survey and base sheet development.
    - i. Make necessary field surveys and topographic for design purposes.
    - ii. Make measured drawings of and investigate existing conditions or facilities, or to verify the accuracy of as-built drawings or other information furnished by the City.
    - iii. Advise City if additional reports, data, information, or testing services are necessary and assist City in obtaining such reports, data, information, or services. Specifically assist the City with requirements for soil borings at the wet well location and coordinate this work.
    - iv. Prepare Preliminary Engineering Plans to show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed force main. Include the following but is not limited to these drawings:
      1. Cover Sheet
      2. General Construction Details and Notes
      3. 50% Site Civil Drawings showing existing conditions, process piping plan and profiles, site grading and landscaping, erosion control plan, and traffic control details, if applicable.
      4. 50% Demolition drawings showing existing structures and utilities to be removed or abandoned in place.
      5. 50% Process drawings including bypass pumping plan and details if applicable.
  - c. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer
  - d. Meet with City Staff to discuss preliminary design and opinion of probable cost.

**PRELIMINARY DESIGN  
 MANPOWER ESTIMATE AND FEE SUMMARY**

TASK	QC	PM	PE	EIT	CAD	PLS	SC	TOTAL MANHOURS
Kick-Off meeting with City staff		2	3					5
Topographic survey and base sheet development	2	39	12	11	37	11	18	130
Opinion of probable construction cost	1	2						3
Meet with City staff to review and discuss the preliminary design		1	1					2
<b>TOTAL - PRELIMINARY DESIGN</b>	<b>3</b>	<b>44</b>	<b>16</b>	<b>11</b>	<b>37</b>	<b>11</b>	<b>18</b>	<b>140</b>

\*QC = Scott Trotter; PM = Jerry Ruth; PE = Jillian Kiss; EIT = Ben Steele; CAD = Gary Cooper or Mike Davison; PLS = James McKenzie, SC = John Pfortmiller

4. Final Design Phase - 111 hours

- a. Permit design documents. Prepare Engineering Plans to show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed force main. Include the following but is not limited to these drawings:
  - i. Cover Sheet
  - ii. General Construction Details and Notes
  - iii. 90% Site Civil Drawings showing existing conditions, process piping plan and profiles, site grading and landscaping, erosion control plan, and traffic control details, if applicable.
  - iv. 90% Demolition drawings showing existing structures and utilities to be removed or abandoned in place.
  - v. 90% Process drawings including bypass pumping plan and details if applicable.
  - vi. 90% Project specifications with all process equipment selected in accordance with the 32 / 64 Division CSI Format.
  - vii. Submit engineering plans and specifications to Illinois EPA for construct and operate permit.
  - viii. Submit Kane County Stormwater Permit if applicable.
  - ix. Obtain Right of Way Easement for improvements if necessary.
- b. Prepare an updated opinion of probable cost, based on the Final Engineering Plans.
- c. Meet with City Staff to discuss 90% design and opinion of probable cost.
- d. Final design documents. Prepare Engineering Plans for bidding that show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed force main.

**FINAL DESIGN  
 MANPOWER ESTIMATE AND FEE SUMMARY**

TASK	QC	PM	PE	EIT	CAD	PLS	SC	TOTAL MANHOURS
Permit design documents	2	35		10	22	4		73
Opinion of probable construction cost	1	2		2				5
Meet with City staff to review and discuss OPCC	2	3		6				11
Final design documents	1	5			16			22
<b>TOTAL - PRELIMINARY DESIGN</b>	<b>6</b>	<b>45</b>	<b>0</b>	<b>18</b>	<b>38</b>	<b>4</b>	<b>0</b>	<b>111</b>

\*QC = Scott Trotter; PM = Jerry Ruth; PE = Jillian Kiss; EIT = Ben Steele; CAD = Gary Cooper or Mike Davison; PLS = James McKenzie, SC = John Pfortmiller

5. Bidding and Negotiating Phase – Not Included
6. Construction Phase – Not Included
7. Contractor's Completion Documents – Not Included

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.



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### Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. The total compensation for services is estimated to be \$36,600.00 based on the following assumed distribution of compensation:

IEPA Loan Application	\$600
Preliminary Design Phase	\$20,100
<u>Final Design Phase</u>	<u>\$15,900</u>
Not to Exceed: \$36,600	

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 CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges.

The amounts billed for ENGINEER's services 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 Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.

***Soils Analysis for CCDD Forms.*** OWNER will contract directly with a geotechnical engineering company to obtain the appropriate CCDD form. ENGINEER will coordinate with the geotechnical engineering company as necessary to obtain this form.

***Soils Borings.*** OWNER will contract directly with a geotechnical engineering company to obtain soil borings. ENGINEER will coordinate with the geotechnical engineering company as necessary to facilitate the borings.

***Reimbursable Expenses.*** OWNER should budget \$200 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated for based on actual cost as a pass-through without mark-up.



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**Miscellaneous**

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

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**Contents of Agreement**

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

Address for giving notices:  
40W201 Wasco Road, Suite D  
St. Charles, IL 60175

Designated Representative

Designated Representative

Jerry Ruth

Title:

Title: Project Engineer

Phone Number:

Phone Number: (630) 587-0470

Facsimile Number:

Facsimile Number: (630) 587-0475

E-Mail Address:

E-Mail Address: j.ruth@trotter-inc.com

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

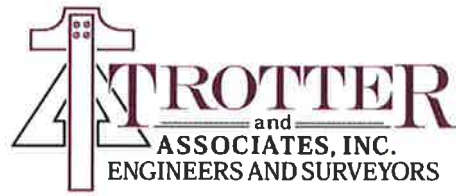
EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

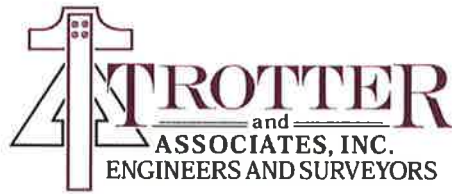
CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



## EXHIBIT A - STANDARD TERMS AND CONDITIONS

### Table of Contents

ARTICLE 1 - SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 - CLIENT'S RESPONSIBILITIES	1
2.01 General	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	2
3.01 General	2
3.02 Suspension	2
ARTICLE 4 - PAYMENTS TO ENGINEER	3
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER	3
4.02 Other Provisions Concerning Payments	3
ARTICLE 5 - OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	3
6.02 Authorized Project Representatives	4
6.03 Design without Construction Phase Services	4
6.04 Use of Documents	4
6.05 Insurance	5
6.06 Termination	6
6.07 Controlling Law	6
6.08 Successors, Assigns, and Beneficiaries	6
6.09 Dispute Resolution	6
6.10 Hazardous Environmental Condition	6
6.11 Allocation of Risks	7
6.12 Notices	7
6.13 Survival	7
6.14 Severability	7
6.15 Waiver	7
6.16 Headings	7
6.16 Definitions	7

### ARTICLE 1 - SERVICES OF ENGINEER

#### 1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

### ARTICLE 2 - CLIENT'S RESPONSIBILITIES

#### 2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT'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 CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT'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. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition 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 or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum 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 CLIENT 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. 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 CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
  - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT 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.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. 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 is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. 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 CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
  - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

## ARTICLE 3 - TIMES FOR RENDERING SERVICES

### 3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

### 3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

## ARTICLE 4 - PAYMENTS TO ENGINEER

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### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

### 4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
  - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
  - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid 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 B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

## ARTICLE 5 - OPINIONS OF COST

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### 5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein 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 industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's 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 CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

### 5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT 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 C - Supplemental General Conditions.

### 5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

## ARTICLE 6 - GENERAL CONSIDERATIONS

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### 6.01 Standards of Performance

- A. 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 ENGINEER's 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. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services.

ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT 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 CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT 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's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. 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.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. 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 (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

## 6.02 Authorized Project Representatives

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

## 6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

## 6.04 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 right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. 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 errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating



systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

#### 6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
1. Workers Compensation & Employer's Liability
    - a. Each Occurrence: \$1,000,000
  2. General Liability
    - a. Each Occurrence: \$1,000,000
    - b. General Aggregate: \$2,000,000
  3. Excess or Umbrella Liability
    - a. Each Occurrence: \$5,000,000
    - b. General Aggregate: \$5,000,000
  4. Automobile Liability
    - a. Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  5. Professional Liability
    - a. Each Occurrence: \$2,000,000
    - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

#### 6.06 Termination

- A. 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 substantial 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 ENGINEER believes that ENGINEER is being requested by CLIENT to 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 CLIENT on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure 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 substantial 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 CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 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.

#### 6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, 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 CLIENT 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, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- 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 CLIENT or ENGINEER to any Contractor, Contractor's 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 CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

#### 6.09 Dispute Resolution

- A. CLIENT 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 exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

#### 6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, 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 CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### 6.11 Allocation of Risks

##### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity

from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

#### 6.12 Notices

- A. 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, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 6.14 Severability

- A. 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 CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

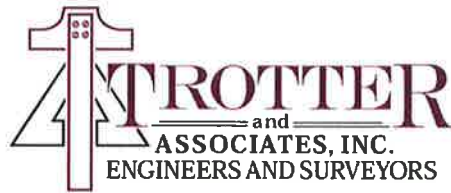
#### 6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT B**  
**SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2018 Schedule of Hourly Rates		2018 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Principal	\$224.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Senior Project Manager	\$219.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Project Manager	\$193.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Professional Land Surveyor	\$183.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Project Coordinator	\$183.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Senior Project Engineer	\$183.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level IV	\$169.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineer Level III	\$153.00	Comb Binding < 120 Sheets	Each	\$3.50
Engineer Level II	\$133.00	Binding Strips (Engineering Plans)	Each	\$1.00
Engineer Level I	\$112.00	5 Mil Laminating	Each	\$1.25
Engineering Intern	\$52.00	Copy 11" x 17" - Color	Each	\$0.50
Senior Technician	\$155.00	Copy 11" x 17" - Black and White	Each	\$0.25
Technician Level IV	\$138.00	Copy 8.5" x 11" - Color	Each	\$0.25
Technician Level III	\$125.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Technician Level II	\$109.00	Recorded Documents	Each	\$25.00
Technician Level I	\$98.00	Plat Research	Time and Material	
Clerical Level II	\$76.00	Per Diem	Each Day	\$30.00
Clerical Level I	\$64.00	Field / Survey Truck	Each Day	\$45.00
Survey Crew Chief	\$155.00	Postage and Freight		Cost
Survey Technician Level II	\$79.00	Mileage	Per Mile	Federal Rate
Survey Technician Level I	\$66.00			
Prevailing Wage Survey Foreman**	\$185.00			
Prevailing Wage Survey Worker**	\$181.00			
Sub Consultants	Cost Plus 5%			

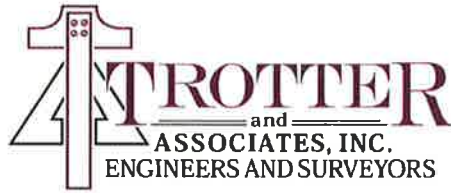
*\*\*Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

*Note: On January 1<sup>st</sup> of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.*

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT C**  
**SUPPLEMENTAL CONDITIONS**

Engineer hereby agrees to incorporate and accept the following provisions to be included in the aforementioned Agreement at no additional compensation:

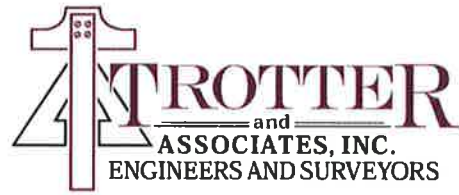
- A. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- B. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- C. Audit and access to records clause:
  - 1. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
  - 2. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
  - 3. All information and reports resulting from access to records pursuant to the above section C.1 shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, or the audited parties.
  - 4. Records under the above section C.1 shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Illinois Administrative Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
- D. Covenant Against Contingent Fees:

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



CLIENT Initial \_\_\_\_\_

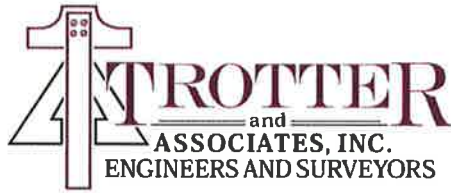
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**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: 7<sup>th</sup> & Division Lift Station Replacement

Project No. STC-xxx

Addendum No. \_\_\_\_\_

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

CONTRACT SUMMARY

Original Contract Amount \$ \_\_\_\_\_

Changes Prior to This Change \$ \_\_\_\_\_

Amount of This Change \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

CITY OF ST. CHARLES

TROTTER AND ASSOCIATES, INC.

SIGNED:

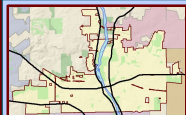
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Kane County, Illinois  
DuPage County, Illinois  
Coordinate System: Illinois State Plane East  
Projection: Transverse Mercator  
North American Datum 1983  
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