



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award Engineering Services Proposal for Royal Fox II Lift Station

Presenter: John Lamb

Please check appropriate box:

Government Operations	X	Government Services 6.25.12
Planning & Development		City Council
Public Hearing		

Estimated Cost:	\$59,637.00	Budgeted:	YES	X	NO
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If NO, please explain how item will be funded:

Executive Summary:

Staff budgeted for design and construction for the rehabilitation of Royal Fox Lift Station II in the current budget. This lift station is along Dunham Road and has been in service for twenty-five years. The lift station structure, piping, hatches and other metal components have significantly deteriorated due to the corrosive atmosphere. In addition the pumps are currently pumping below capacity and the electrical control panel has reached the end of its service life.

In March staff went out with an RFP for a conditions assessment of this lift station and Royal Fox I lift station. Three proposals were received with all proposals under \$20,000. Staff chose Trotter and Associates due to their quote amount and content of proposal. Trotter & Associates submitted an assessment of the lift station. It included preliminary design, rehabilitation suggestions and associated costs including design and construction engineering.

As stated Trotter and Associates were chosen for the assessment as a result of an RFP process. Due to this, their preliminary report and familiarity with the system staff recommends Trotter and Associates for the design and construction engineering of the lift station.

Attachments: *(please list)*

Engineering Proposal from Trotter and Associates

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve proposal from Trotter and Associates in the amount of \$59,637.00 and a resolution authorizing the Mayor and Clerk to execute on behalf of the City of St. Charles.

For office use only: Agenda Item Number: 5.k



SERVICES AGREEMENT

Between

The City of St Charles

And

Trotter and Associates, Inc.

for

**ENGINEERING SERVICES FOR
ROYAL FOX LIFT STATION II REHABILITATION**

Dated: June 8, 2012



THE CITY OF ST. CHARLES

AGREEMENT BETWEEN
THE CITY OF ST CHARLES AND
TROTTER AND ASSOCIATES, INC.

THIS SERVICES AGREEMENT (hereinafter referred to as "Agreement" or "Contract") is dated this 8th day of June, 2012, in the City of St Charles, State of Illinois, by and between the City of St Charles hereinafter referred to as "City", and Trotter & Associates, Inc., an Illinois limited liability company, hereinafter referred to as "Engineer". NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. **Contract Documents.** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however, unless otherwise specifically provided for herein, this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract
All Certifications required by the City of St. Charles
Exhibit A – Supplemental Scope Document
Exhibit B – Schedule of Hourly Rates and Reimbursable Expenses

2. **Scope of Services.** The Engineer shall perform design, bidding and construction engineering services as described "Exhibit A – Supplemental Scope Document" with respect to the Royal Fox Lift Station II Rehabilitation, for the lump sum of \$59,637.00.

3. **Term.** This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously pursuant to the time frames set forth in the Request for Proposals. This Contract shall terminate upon completion of the WORK, but may be terminated in accordance with Section 3.1 and/or Section 3.2.

The Engineer shall not be in default of the time limits hereunder if the Engineer is prevented from performing any of its obligations hereunder due to any accident, fire, strike, shortage of materials, acts of God or other causes beyond the Engineer's reasonable control (but shall not include economic hardship).

3.1 **Termination for Cause.** The City may terminate this Contract, in whole or in part, immediately upon notice to the Engineer if it is determined that the actions, or failure to act, of the Engineer, its agents, employees or sub-consultant have caused, or reasonably could cause jeopardy to health, safety, or property. If Engineer fails to perform to the City's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the City shall provide written notice to the Engineer requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice. If the breach or noncompliance is not remedied by that date the City may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.



3.2 Termination for Convenience. Following thirty (30) days written notice, the City may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Engineer. Following any such termination for convenience, the Engineer shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

4. Payment Terms and Conditions

4.1 By submitting an invoice, Engineer certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through the most recent 30 day service period.

4.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable.

4.3 The City shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

4.4 This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. ("the Act"). The Act requires Engineers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Engineers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

4.5 As a condition of receiving payment, Engineer must pay its suppliers and according to the terms of their respective contracts. Engineer shall provide lien waivers to the City upon request.

5. Standard of Performance. Engineer represents that it is qualified to perform the Services and that it possesses and will continue to possess at its sole cost and expense, all necessary licenses, registrations, permits, and personnel or will obtain such licenses, registrations, permits and personnel prior to the time required. Engineer also represents that it has extensive knowledge of, and will comply with, all applicable laws, rules and regulations.

6. Warranties for Supplies and Services. Engineer shall obtain all applicable guarantees and warranties from suppliers and provide the same to the City. Engineer warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Engineer shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or City policies.

7. Sub-consultants. Engineer shall perform the Services using the personnel and sub-consultant listed in response to the Request for Proposal. Engineer shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of this scope of services. Engineer may substitute personnel or sub-consultants prior to any such sub-consultants commencing work only upon City's written consent, which may be withheld or delayed in City's discretion.



8. **Representatives for Both Parties.** Both parties shall designate a representative, authorized to act on the parties' behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Engineer's services. The parties may delegate all or some of the Request for Proposals representatives' role and function to some other representative.
9. **Indemnification and Liability.**
- 9.1 To the fullest extent permitted by law, the Engineer shall be required to defend, indemnify and hold harmless the City, its officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials and employees, arising in whole or in part or in consequence of the negligent performance of the work by the Engineer, its employees, or which may in anywise result therefore, except that arising out of sole legal cause of the City, its agents or employees. The term "damages" in the previous sentence shall include all reasonable attorneys' fees and other court costs incurred by the City as a consequence of the negligent performance of the work by the Engineer or its employees. In the event of joint or concurrent negligence, the Engineer's indemnification shall bear that portion of the loss or expense that its (and its employees) share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and/or expenses.
- 9.2 Engineer shall acknowledge that it expressly understands and agrees that any performance bond or insurance policies required by contract, or otherwise provided by the Engineer, shall in no way limit the Engineer's responsibility to indemnify, keep and save harmless and defend the City, its officials, agents and employees as provided by contract.
- 9.3 Engineer shall also agree to be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Engineer's, or supplier', performance of, or failure to perform, the work or any part thereof. Engineer shall be permitted to contest any such fines or penalties in administrative or court proceedings; provided, however, that Engineer shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Engineer shall be held solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.
- 9.4 Engineer shall place in its sub-consulting agreements and cause it's to agree to indemnities and insurance obligations in favor of City and other Indemnitees in the exact form and substance of those contained in this Agreement.

The City of St Charles
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10. Notices. City and Engineer shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier, or delivery service with signature required, as follows:

City:

City of St. Charles
2 E Main St
St Charles, IL 60174

Attn: Mayor Donald DeWitte

Engineer:

Trotter and Associates, Inc
40W201 Wasco Road
St Charles, IL 60175

Attn: Scott Trotter, P.E.

Or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.

11. Insurance. Engineer shall comply with all requirements set forth in the Request for Proposal, which is attached and made a part of this Agreement.

12. Independent Engineer. Engineer shall at all times be deemed an independent Engineer wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between City and Engineer, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Engineer shall pay all taxes levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Upon full payment, the Engineer will issue City a receipt, relieving City of all liability for any tax relating to the scope of this Agreement. The Engineer shall pay all other taxes including but not limited to any applicable city, county or other business tax, not explicitly assumed in writing by City hereunder. The Engineer shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

13. Confidentiality. Each Party, including its agents to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the

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disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

14. Ownership of Work Product/Public Records Act. Any interest (including copyright interests) of Engineer in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) related to the Request for Proposals prepared by Engineer at any time in connection with the Services, shall be, immediately upon its creation, the property of the City. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of City. In the event that it is ever determined that any works and any former works created by Engineer under this Agreement are not works for hire under U.S. law, Engineer hereby assigns to City all copyrights to such works when and as created. With City's prior written approval, Engineer may retain and use copies of such works for reference and as documentation of experience and capabilities.

Both parties understand and agree that City must comply with the State of Illinois Freedom of Information Act (FOIA). If Engineer believes that any document or information furnished to City in connection with Engineer's performance of Services is exempt from public disclosure under the Act, it shall so advise City in writing at the time the document or information is furnished.

The Engineer shall also maintain full compliance with all provisions FOIA, including, but not limited to, providing any requested records subject to FOIA within the deadlines provided by FOIA. Failure by the Engineer to maintain compliance with any FOIA provisions shall result in the assessment of any and all penalties, damages, and/or costs incurred by the City due to said failure to the Engineer, which shall be paid immediately by the Engineer upon demand of the same by the City.

15. Audit/Retention of Records. Engineer shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the City under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Engineer for a period of three years from the later of the date of final payment under the Contract or completion of the Contract for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the City, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Engineers shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the Contract for which adequate books and records are not available to support the purported disbursement. The Engineer shall not impose a charge for audit or examination of the Engineer's books and records. If federal funds are used to pay contract costs, the Engineer must retain its records for five years. Engineer shall take reasonable steps to insure that any sub-consultant is in compliance with the requirements of this section.

16. Non-discrimination. Engineer shall not discriminate against any employee or applicant for employment, nor against any sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Engineer shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Engineer shall provide all information reasonably requested by City to verify compliance with such matters. Engineer stipulates, acknowledges and agrees that City has the right to monitor Engineer's compliance with all applicable non-discrimination requirements, and may impose

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sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

17. **Disputes.** Engineer shall continue its work throughout the course of any dispute, and Engineer's failure to continue work during a dispute shall be a material breach of this Agreement. Engineer shall continue to receive payment under this Agreement for work that is unrelated to the dispute and completed in accordance with this Agreement. Engineer shall continue its work throughout the course of any dispute, and Engineer's failure to continue work during a dispute shall be a material breach of this Agreement.

18. **No incidental, etc. damages.** Neither party to this Contract shall be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of use, loss of business, loss of income, or loss of reputation, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

20. **Entire Agreement.** This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of Request for Proposals. This Agreement shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

21. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way limit Engineer's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and Engineer.

22. **Provision of St Charles Municipal Code.** All proposals and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended and which are incorporated herein by reference.

23. **Survival.** Provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful proposer, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

24. **Statutes of Limitation.** As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects. The commencement and running of the statute of limitations for latent defects shall be as provided by Illinois State Law.

25. **Miscellaneous.** Engineer shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by City in a written instrument executed and

The City of St Charles
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approved by City in writing. Subject to the foregoing, this Agreement shall bind the parties, and their permitted successors and assigns.

Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

Captions to sections and subsections are for the convenience of the parties, and are not to be considered when construing this Agreement.

The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement.

All terms not otherwise defined in this Agreement shall have the meanings provided in the other CONTRACT DOCUMENTS.

Venue for any litigation arising out of this Contract shall be exclusively in the 16th Judicial Circuit Court, Kane County, Illinois.

[SIGNATURE PAGE FOLLOWS]

The City of St Charles
Standard Terms and Conditions



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF ST CHARLES

By:

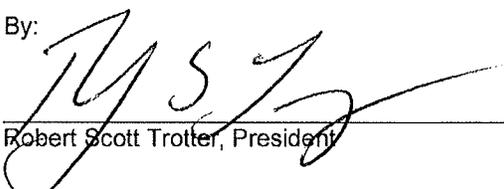
Donald P. DeWitte, Mayor

Attest:

City Clerk

TROTTER AND ASSOCIATES, INC.

By:



Robert Scott Trotter, President

Attest

Colin F. Shulick, Vice President

Exhibit A
Supplemental Scope Document

Scope of Work

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

City shall make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services:

- Property descriptions, zoning, deed, and other land use restrictions.
- Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
- Any previous data or studies conducted that may assist selected firm in preparing design.
- Engineer shall not solely rely on City provided data or information. Independent confirmation may be required.

1. Study and Report Phase – Project Report

- 1.1 Meet with City staff to compile the necessary data to complete a project specific report as outline in 1.9 as well as pertinent information regarding site layout and operations.
- 1.2 Submit Illinois EPA Loan Pre-application
- 1.3 Conduct a minimum of three meetings with staff (and vendors) to review sludge dewatering and conveyance technologies including centrifuges, belt filter press, screw press, screw conveyors, belt conveyors and any other technologies.
- 1.4 Conduct as many site visits as necessary for conceptual layouts to facilities with the selected technology.
- 1.5 Develop minimum of two conceptual site plans with layout of proposed structure(s), traffic routing, conceptual piping, and sequence of construction to keep existing system in operation during construction.
- 1.6 Identify location most effective for utilizing site and maximizing efficiency
- 1.7 Develop a conceptual construction sequencing plan.
- 1.8 Based on the conceptual design, prepare conceptual cost estimate for the proposed improvements

- 1.9 Development of a Project Specific Report for the Biosolids and Main Plant Building Improvements to address the twelve items outline below to meet the Illinois EPA Low Interest Loan Requirements
 - a. Loan applicant's background information including location, historical population, make-up of customer base, conditions affecting growth, and 20 year design population/ customer base.
 - b. Map(s) of existing FPA boundaries and discussion of any necessary modifications.
 - c. Detailed description of the Existing collection system and treatment facilities, along with a clear identification for the need of the proposed project(s)
 - d. Where applicable, information regarding an anti-degradation analysis pursuant to Ill. Adm. Code 35 Section 302.105 for a new or modified NPDES Permit.
 - e. Discussion of existing and proposed NPDES Permit limits.
 - f. Detailed discussion of the chosen alternative's capabilities to maintain compliance with all applicable laws and regulations in addition to addressing the identified system needs(s).
 - g. Basis of design for Chosen Alternative. The preliminary engineering data should include to the extent appropriate, flow diagrams, unit process descriptions, detention times, flow rates, unit capacities, etc. to demonstrate that the proposed project will be designed in accordance with Ill. Adm. Code 370.
 - h. Inventory of environmental impacts of the chosen alternative and a discussion of the measures required during design and construction to mitigate or minimize negative environmental impacts. The discussion should address at a minimum; rare and endangered species, historical and cultural resources, prime agricultural land, air and water quality, recreational areas, wetlands, floodplains, and other sensitive environmental areas. (Loan applicant Environmental Checklist must be signed by the loan applicant's authorized representative and submitted to the Agency with all applicable sign-off's before final planning approval can be issued.)
 - i. Reproducible 8.5 x 11 inch map(s) showing the project(s) location(s) relative to the community.
 - j. Detailed cost estimate for the alternative selected, including both capital and O, M & R costs over the twenty year planning period. The estimate should include cost items for design engineering, construction engineering, bidding, legal, construction and contingency.
 - k. Implementation plan for the proposed project including the anticipated construction schedule, the financial schedule, including financial arrangements for assuming adequate annual debt service and O, M & R coverage requirements and

a description of the dedicated source of revenue necessary for loan repayment. List any other funding involved in the project.

- i. Detailed description of the existing residential rate structure, average water consumption or basis for billing, current average monthly residential bill, any proposed rate changes and the proposed average monthly residential bill as a result of the project(s).

1.10 Submit 3 copies of the completed Report to Illinois EPA for Review.

2. Preparation of IEPA Low Interest Loan Application

- 2.1 Develop and submit planning documents as required by the IEPA
- 2.2 Prepare Environmental Sign-off Checklist
- 2.3 Work with the City to develop the required ordinances/resolutions.
- 2.4 Incorporate IEPA required contract documents into the project specifications
- 2.5 Assist City in completion of Illinois EPA Loan Application Package.
 - a. Resolution Authorizing a Representative to Sign Loan Documents
 - b. Loan Program Certifications
 - c. Application Form for Financial Assistance for Wastewater Treatment Facilities
 - d. Certificate Regarding Project Site, Right-of-Ways, Easements and Permits
 - e. Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - f. Resolution of Intent Regarding National Flood Insurance
 - g. Financial Information Checklist
 - h. Ordinance Authorizing Loan Agreement
 - i. Notice of Intent to Borrow Funds and Right to File Petition
 - j. Legal Opinion on authorization to Borrow funds (provided by City)
 - k. 2010 Audit (provided by City)
 - l. Tax Exemption Certificate and Agreement (provided by City)
 - m. Certificate regarding Project Performance Standards
- 2.6 Act as liaison between the IEPA Project Manager and the City to address IEPA loan package review comments and correspondence.

3. Preliminary Design Phase

- 3.1 Meet with City Staff on a bi-weekly basis to determine equipment selection and design layout details for the project.
- 3.2 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
- 3.3 Make necessary field surveys and topographic surveys for design purposes.
- 3.4 Conduct a minimum of six soil borings at proposed building locations to determine site suitability
- 3.5 Develop a minimum of three architectural designs for City staff consideration.
- 3.6 Prepare 30% Preliminary Design phase documents consisting of engineering calculations, preliminary drawings, and written descriptions of the Project.
- 3.7 Advise City if additional reports, data, information, or testing services are necessary and assist City in obtaining such reports, data, information, or services
- 3.8 Submit to the City two copies of Preliminary Design Phase documents and revised opinion of probable Construction Cost within 60 days after authorization to proceed with this phase.

4. Design and Development Phase

- 4.1 Based on the approved Preliminary Design Phase, prepare Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor for the existing main plant building, proposed power distribution/operations building and the proposed sludge handling building. Include the following but is not limited to these drawings.
 - a. General Construction Details and Notes
 - b. 60% Site Civil Drawings showing roadway improvements, underground utilities, process piping, site grading and landscaping.
 - c. 60% Demolition drawings showing existing structures and utilities to be removed.
 - d. 60% Architectural drawings including layout and elevation views.
 - e. 60% Structural drawings including layout and sections
 - f. 60% Process drawings including the equipment layout, valves, meters and process piping.
 - g. 60% Mechanical drawings depicting general arrangement of HVAC system and plumbing requirements.
 - h. 60% Electrical Drawings depicting power distribution requirements for generator and pump system.
 - i. 60% Instrumentation drawings depicting the scope and extent of the proposed control system.

- j. 60% Project specifications with all process equipment selected in accordance with the 16 Division CSI Format.
 - 4.2 Coordinate with Sub-consultants and other engineers as required to deliver the drawings and specifications.
 - 4.3 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
- 5. Final Design Phase
 - 5.1 Based on the approved Preliminary Plan, prepare Final Engineering Plans and Specifications to show the scope, extent, and character of the work to be furnished and performed by the Contractor.
 - a. General Construction Details and Notes
 - b. 95% Site Civil Drawings showing roadway improvements, underground utilities, process piping, site grading and landscaping.
 - c. 95% Demolition drawings detailing existing structures and utilities to be removed.
 - d. 95% Architectural drawings including floor plans, elevations, sections, details and schedules.
 - e. 95% Structural drawings including plans, sections, details and schedules.
 - f. 95% Process drawings including the plans, section and details depicting equipment, conveyors, pumping systems, and miscellaneous process piping.
 - g. 95% Mechanical drawings depicting layout, details and schedule for HVAC system and plumbing improvements.
 - h. 95% Electrical Drawings depicting power and lighting layout, details, one-line diagrams, control diagrams, and schedules
 - i. 95% Instrumentation drawings depicting the overall SCADA System, the proposed process within the project including primary elements, control panels, and plc's scope and extent of the proposed control system.
 - j. 95% Project specifications in accordance with the 16 Division CSI Format.
 - 5.2 Submit final engineering plans and specifications to Illinois EPA for construct and operate permit.
 - 5.3 Prepare an opinion of probable cost, based on the Final Engineering Plans. Update the opinion of probable cost based on the revised plans and specifications.

- 5.4 Provide 95% complete plans to the City and effected agencies for review and approval. Provide revised plans and specifications to the City for review and approval.
 - 5.5 Make minor revisions to the plans to incorporate changes required by reviewing agencies. Revise plans in accordance with additional comments.
 - 5.6 Acquire permits through all pertinent jurisdictional agencies.
6. Bidding or Negotiating Phase
- 6.1 Prepare for review and approval by City, contract agreement forms, general conditions and supplemental general conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
 - 6.2 Attend a pre-bid meeting with City and prospective bidders
 - 6.3 Respond to questions about bid documents. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents
 - 6.4 Attend bid opening, prepare bid tabulation, and assist the City in reviewing the bids, participate in any negotiations or clarification discussion and awarding contracts.
 - 6.5 Furnish and supply drawings and project specification copies as required.
 - 6.6 Submit documentation and bids to the Illinois EPA for approval prior to Loan Agreement
7. Construction Phase

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

- 7.1 General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
- 7.2 Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

- 7.3 Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services.
- 7.4 Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- 7.5 Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.
- 7.6 Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, 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 Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any

Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 7.7 Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 7.8 Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 7.9 Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 7.10 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
- 7.11 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 7.12 Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 7.13 Disagreements between OWNER and Contractor. Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER

shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

7.14 Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
- b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that

there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

8. Contractor's Completion Documents.

8.1 Receive.

8.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.

8.3 Substantial.

8.4 Final.

8.5 Preparation.

8.6 Prepare and furnish

9. Reimbursibles

9.1 Include all reimbursable costs necessary to support all phases of service required to completely fulfill this scope of work.

10. Warranty Period

10.1 Include costs to provide engineering support during one-year warranty period.

We expect to start our services immediately after receipt of your acceptance of this proposal.

You are expected to furnish us with full information regarding the Project, including all requirements, and any extraordinary considerations or special services needed. You are also expected to make available pertinent existing data.

Duties and Responsibilities of the Resident Project Representative

Engineer shall also provide a Resident Project Representative, assistants and other field staff to assist Engineer in observing performance of the work of Contractor. Through more extensive on-site observation of the work in progress and field checks of material and equipment by the Resident Project Representative and assistants, Engineer shall endeavor to provide further protection for Owner against detects and deficiencies in the work of Contractor; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in paragraph 1.6 of the "General Provisions" are applicable.

The duties and responsibilities of the Resident Project Representative are limited to those of Engineer in Engineer's Agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General.

Resident Project Representative is Engineer's Agent, and will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with Engineer and Contractor. Written communication with Owner will be only through or as directed by Engineer.

B. Duties and Responsibilities.

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing Submissions and schedule of values prepared by Contractor and consult with Engineer concerning their acceptability.
2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the

- Contract Documents. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operation.
- b. As requested by Engineer, assist in obtaining from Owner additional details or information, when required at the job site for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples which are furnished at the site by Contractor, and notify Engineer of their availability for examination.
 - b. Advise Engineer and Contractor or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by Engineer.
 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise Engineer when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer.
 6. Interpretation of Contract Documents: Transmit to Contractor Engineer's clarifications and interpretations of the Contract Documents.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to Engineer.
 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's

clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Engineer.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish Engineer periodic reports as required of progress of the Work and Contractor's compliance with the progress schedule and schedule of Shop Drawing submissions.
- b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- c. Report immediately to Engineer upon the occurrence of any accident.

10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to Owner prior to final acceptance of the Work.

12. Completion:

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority:

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not authorize Owner to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

Exhibit B
Trotter and Associates, Inc.
2012 Schedule of Hourly Rates

Classification	2012 Billing Rate
Principal	\$ 186.00
Senior Project Manager	\$ 178.00
Project Manager	\$ 160.00
Professional Land Surveyor	\$ 150.00
Project Coordinator	\$ 150.00
Senior Project Engineer	\$ 150.00
Engineer Level IV	\$ 140.00
Engineer Level III	\$ 126.00
Engineer Level II	\$ 111.00
Engineer Level I	\$ 93.25
Engineering Intern	\$ 44.00
Senior Technician	\$ 130.00
Technician Level IV	\$ 114.25
Technician Level III	\$ 103.75
Technician Level II	\$ 93.25
Technician Level I	\$ 84.00
Clerical Level II	\$ 65.00
Clerical Level I	\$ 52.50
Survey Crew	\$ 115.00
Survey Technician Level II	\$ 66.00
Survey Technician Level I	\$ 53.50
Sub Consultants	Cost Plus 5%
Reimbursable Expenses	See Exhibit B-1

Note: On January 1, 2013 and yearly thereafter, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

Exhibit B-1
Trotter and Associates, Inc.
2012 Schedule of Reimbursable Expenses

Item	Unit	Unit Price
Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$ 0.29
Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$ 0.27
Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$ 0.25
Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$ 0.23
Mylar Engineering Copies up to 24" by 36"	Each	\$ 8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$ 2.00
Comb Binding > 120 Sheets	Each	\$ 4.75
Comb Binding < 120 Sheets	Each	\$ 3.50
Binding Strips (Engineering Plans)	Each	\$ 1.00
5 Mil Laminating	Each	\$ 1.25
Copy 11" x 17" - Color	Each	\$ 0.50
Copy 11" x 17" - Black and White	Each	\$ 0.25
Copy 8.5" x 11" - Color	Each	\$ 0.25
Copy 8.5" x 11" - Black and White	Each	\$ 0.12
Recorded Documents	Each	\$ 25.00
Plat Research		Time and Material
Per Diem	Each Day	\$ 30.00
Field / Survey Truck	Each Day	\$ 45.00
Postage and Freight		Cost

Note: Prices may be periodically increased by an amount not to exceed increases incurred by TAI.