

# Mascoutah City Council

February 6, 2023

## REGULAR MEETING AGENDA

IN-PERSON MEETING with combined IN-PERSON and optional VIRTUAL PUBLIC PARTICIPATION – see below for instructions on attending virtually

### 7:00 pm – City Council Meeting

#### 1. PRAYER & PLEDGE OF ALLEGIANCE

#### 2. CALL TO ORDER

#### 3. ROLL CALL

#### 4. AMEND AGENDA – consideration of items to be added/ deleted to /from the meeting agenda. *No action can be taken on added items, but may be discussed only. Exceptions – emergency items as authorized by law.*

#### 5. MINUTES, January 17, 2023 City Council Meeting (Page 1 to Page 4) January 17, 2023 Executive Session Meeting (confidential, see City Clerk) January 24, 2023 City Council Special Meeting (Page 5 to Page 5) January 24, 2023 Executive Session Meeting (confidential, see City Clerk)

#### 6. PUBLIC COMMENTS (3 minutes) – opportunity for the public to comment.

#### 7. REPORTS AND COMMUNICATIONS

A. Mayor

B. City Council

C. City Manager

D. City Attorney

E. City Clerk – Swearing in Ceremony – Police Officer Christopher Hoernis

#### 8. COUNCIL BUSINESS

##### A. Council Items for Action

##### 1. Strategic Plan (Page 6 to Page 18)

Description: Council approval and adoption of the 2023 Strategic Plan.

Recommendation: Council Approval and Adoption

##### 2. Engineering Services – Mascoutah 138KV Line 2 (Page 19 to Page 23)

Description: Council consideration of approval of an Engineering Services Agreement with BHMG Engineers, Inc. for engineering and design services for the distribution underbuild on the 138KV Transmission Line 2 Project.

Recommendation: Council Approval.

3. **Change Order – Steel Poles, Electric Phase II Project** (Page 24 to Page 25)  
Description: Council consideration of approval of change order for the steel pole purchase for the Electric Phase II Project.

Recommendation: Council Approval.

4. **Engineering Services Agreement – Water System Facilities Project Plan**  
(Page 26 to Page 26)  
Description: Council approval of an Engineering Services Agreement with Gonzalez Companies, LLC for Engineering Services for preparation of the Water System Facilities Project Plan.

Recommendation: Council Approval.

5. **Bid Award – South, John, and Independence Streets Reconstruction**  
(Page 67 to Page 71)  
Description: Council approval of bids and authorization to award a contract to furnish all labor, equipment, and materials for the South, John, and Independence Streets Reconstruction Project.

Recommendation: Council Approval.

6. **Construction Services – South, John, and Independence Streets Reconstruction.**  
(Page 72 to Page 81)  
Description: Council approval of a Construction Services Agreement with Oates Associates for Construction Services for the South, John, and Independence Streets Reconstruction Project.

Recommendation: Council Approval

7. **SCADA System – Water/Sewer Updates** (Page 82 to Page 82)  
Description: Council approval and authorization of SCADA System updates for the water distribution and sewer collection systems.

Recommendation: Council Approval.

## **B. Council Miscellaneous Items**

### **C. City Manager**

- Annual 4<sup>th</sup> of July Picnic – Discussion (Page 103 to Page 105)
- Property Maintenance Appeals Board-Discussion (Page 106 to Page 106)

## **9. PUBLIC COMMENTS (3 MINUTES)**

## **10. ADJOURNMENT TO EXECUTIVE SESSION – NONE**

## **11. MISCELLANEOUS OR FINAL ACTIONS**

## **12. ADJOURNMENT**

***POSTED 2/2/23 at 4:00 PM***

OPTIONAL VIRTUAL PUBLIC PARTICIPATION – see below for instructions on attending virtually

In-person public attendance is allowed. Optional virtual public attendance is also being provided virtually through Zoom Meeting (<https://zoom.us>).

**Please join my meeting from your computer, tablet or smartphone.**

<https://us02web.zoom.us/j/87876758114>

**You can also dial in using your phone.**

United States: +1 (312) 626-6799

**Access Code:** 878-7675-8114

**CITY OF MASCOUTAH  
CITY COUNCIL MINUTES  
#3 WEST MAIN STREET  
MASCOUTAH, IL 62258-2030**

**JANUARY 17, 2023**

The minutes of the regular meeting of the City Council of the City of Mascoutah.

**PRAYER AND PLEDGE OF ALLEGIANCE**

City prayer was delivered by City Clerk Melissa Schanz. The Council remained standing and recited the Pledge of Allegiance.

**CALL TO ORDER**

Mayor Pat McMahan called the meeting to order at 7:00p.m.

**ROLL CALL**

Mayor Pat McMahan and Council members John Weyant, Walter Battas, Nick Seibert and Eric Kohrmann.

*Absent:* None.

*Other Staff Present:* City Manager Becky Ahlvin, Assistant City Manager Kari Speir, City Clerk Melissa Schanz, City Attorney Al Paulson, Assistant Fire Chief Rob Stookey, Finance Coordinator Lynn Weidenbenner, Police Chief Scott Waldrup and EMS Supervisor Jeremy Gottschammer.

*Establishment of a Quorum:* A quorum of City Council members was present.

**AMEND AGENDA**

None.

**MINUTES**

The minutes of the January 3, 2023 regular City Council meeting were presented and approved as presented.

*Motion passed.* Passed by unanimous yes voice vote.

**PUBLIC COMMENTS**

Pam Rensing with the Mascoutah Herald announced her retirement and thanked the City for all the support over the years.

Jerry Daugherty thanked Pam for all her years of dedicated service to the City of Mascoutah and hopes the City can continue to have a great relationship with the local paper.

Eric Mercer, a resident of Mascoutah, voiced concerns about his civil rights between him and the City. He would also like the city to re-address the chicken ordinance.

## **DEPARTMENT REPORTS**

*Assistant Fire Chief Rob Stookey* – December 2022 monthly report was provided.

*Police Chief Scott Waldrup* – December 2022 monthly report was provided.

*Finance Coordinator Lynn Weidenbenner* – December 2022 monthly financials were provided.

*Public Works Director Jesse Carlton* – absent – December 2022 building and status report was provided by City Manager Becky Ahlvin.

*City Engineer* – absent – December 2022 status report on public projects was provided by City Manager Becky Ahlvin.

## **REPORTS AND COMMUNICATIONS**

*Mayor* – Attended the Rotary Trivia Night.

*City Council*

Weyant – Attended the Rotary Trivia Night.

Battas – Nothing to report.

Seibert – Attended the MIA Appreciation Dinner and MAC Meeting.

Kohrmann – Attended the MIA Appreciation Dinner.

*City Manager* – Nothing to report.

*City Attorney* – Nothing to report.

*City Clerk* – Nothing to report.

## **COUNCIL BUSINESS**

### **CONSENT CALENDAR (OMNIBUS)**

The December 2022 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

Seibert moved, seconded by Weyant, to accept all items under Omnibus consideration.

**Motion passed.** AYE's – Weyant, Battas, Seibert, Kohrmann, McMahan. NAY's – none. ABSENT – none.

### **CODE CHANGE – NO PARKING, HAYDEN DRIVE (SECOND READING)**

The City Manager presented a report for Council approval and adoption of an Ordinance to amend Schedule E – No Parking Streets. This recommendation will result in allowing 400 feet of parking on the south side of Hayden Drive east and west of the hotel entrance. This change will be re-evaluated every 12 months to ensure safe traffic flow.

There was no further discussion.

Seibert moved, seconded by Kohrmann, to approve and adopt Ordinance NO. 23-01, amending Chapter 24, Schedule “E” – No Parking Streets.

**Motion passed.** AYE’s – Weyant, Battas, Seibert, Kohrmann, McMahan. NAY’s – none. ABSENT – none.

### **COUNCIL – MISCELLANEOUS ITEMS**

The council reviewed the Budget Guidance for FY 2023-2024 and made some additions for sidewalks. The council also added grant opportunities for trails and electric car charging stations. The council combined TIF 2B and TIF 3 as one guidance item.

Mayor McMahan along with the Council asked about ARPA fund distributions. The City Manager explained how it was decided at a previous meeting to use some of it for our sewer projects.

Councilman Battas stated he would like to see some of the money from ARPA go to not-for-profits. Mayor McMahan agreed.

Councilman Battas also asked about the status of an Engineer and stated he would like to see us hire an Electrical Engineer. City Manager explained how we have Engineering firms working with us to keep our projects moving forward till we fill the Engineering position.

### **CITY MANAGER – MISCELLANEOUS ITEMS**

The City Manager talked about fiber in the city and asked the Council if they want to provide ROW to these companies.

### **PUBLIC COMMENTS**

Eric Mercer stated that he continues to see lies and corruption within the City. He also explained how he thinks the RV Ordinance needs re-address and that New Baden has cheaper utilities.

### **ADJOURNMENT TO EXECUTIVE SESSION**

Weyant moved, seconded by Battas, to adjourn to Executive Session to discuss Purchase/Lease of Property – Section 2(c)(5), Litigation – Section 2(c)(11) and Personnel – Section 2(c)(1) at 7:58p.m.

**Motion passed.** AYE’s – Weyant, Battas, Seibert, Kohrmann, McMahan. NAY’s – none. ABSENT – none.

**Motion passed.** Motion passed by unanimous yes voice vote.

### **RETURN TO REGULAR SESSION**

Seibert moved, seconded by Weyant, to return to regular session at 8:41 p.m.

### **MISCELLANEOUS OR FINAL ACTIONS**

None.

### **ADJOURNMENT**

Battas moved, seconded by Weyant, to adjourn at 8:42 p.m.

***Motion passed.*** Motion passed by unanimous yes voice vote.

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Melissa Schanz, City Clerk

**CITY OF MASCOUTAH  
SPECIAL CITY COUNCIL MEETING MINUTES  
#3 WEST MAIN STREET  
MASCOUTAH, IL 62258-2030**

**JANUARY 24, 2023**

The minutes of the special meeting of the City Council of the City of Mascoutah.

**CALL TO ORDER**

Mayor Pat McMahan called the meeting to order at 6:00p.m.

**ROLL CALL**

Mayor Pat McMahan and Council members John Weyant, Walter Battas, Nick Seibert and Eric Kohrmann.

*Absent:* None.

*Other Staff Present:* City Manager Becky Ahlvin, Assistant City Manager Kari Speir, City Clerk Melissa Schanz and City Attorney Al Paulson.

*Establishment of a Quorum:* A quorum of City Council members was present.

**ADJOURNMENT TO EXECUTIVE SESSION**

Kohrman moved, seconded by Weyant, to adjourn to Executive Session to discuss Litigation – Section 2(c)(11) at 6:01p.m.

***Motion passed.*** AYE's – Weyant, Battas, Seibert, Kohrmann, McMahan. NAY's – none. ABSENT – none.

***Motion passed.*** Motion passed by unanimous yes voice vote.

**RETURN TO REGULAR SESSION**

Weyant moved, seconded by Battas, to return to regular session at 6:52 p.m.

**MISCELLANEOUS OR FINAL ACTIONS**

None.

**ADJOURNMENT**

Seibert moved, seconded by Weyant, to adjourn at 6:53 p.m.

***Motion passed.*** Motion passed by unanimous yes voice vote.

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Melissa Schanz, City Clerk



## **CITY OF MASCOUTAH**

### **Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Becky Ahlvin, City Manager

**SUBJECT:** **Strategic Plan**

**MEETING DATE:** February 6, 2023

**REQUESTED ACTION:**

Adoption of the 2023 Strategic Plan.

**BACKGROUND & STAFF COMMENTS:**

The City Council and the City's Leadership Team met in January for Strategic Planning Training. James Arndt of Arndt Municipal Support, Inc. facilitated the discussion and discussed the value of strategic planning, role clarity of Council and Staff, vision statements, and organizational goals.

The Strategic Plan creates a vision for Mascoutah, which is where the organization wants to be as a result of what the organization does, and then establishes goals that will serve as a roadmap to get to the vision.

The Vision:

“A community of choice, opportunity, and hometown pride, where the seeds fall and the roots grow.”

The Goals:

- FI – Complete City facility improvements including a Public Safety Facility.
- DT – Pursue downtown rehabilitation, improvements, and City beautification.
- IP – Complete infrastructure planning and improvements.
- ED – Enhance community and economic development activity.
- PR – Strengthen intergovernmental relationships.
- HR – Conduct staffing restructuring and reorganization.

Staff will provide quarterly updates to the Council and the community on the progress of each of the goals. Each year, the Council and Staff will review and update the plan and goals as necessary.

**FUNDING:**

There is no immediate funding required to adopt the 2023 Strategic Plan. The City will use the Strategic Plan to help plan and prioritize projects as part of the upcoming fiscal year.

**RECOMMENDATION:**

Adopt the 2023 Strategic Plan.

**SUGGESTED MOTION:**

I move that the Council adopt the 2023 Strategic Plan.

Prepared By: Rebecca Ahlvin  
Becky Ahlvin  
City Manager

Approved By: Rebecca Ahlvin  
Becky Ahlvin  
City Manager

Attachment: A – Strategic Plan



# **City of Mascoutah, Illinois Strategic Plan 2023**

Prepared by: Arndt Municipal Support, Inc.



## **City of Mascoutah, Illinois Strategic Plan 2023**

**Introduction:** The City of Mascoutah conducted a Strategic Planning Training Session on Saturday, January 7, 2023, at 9 a.m. Those present and participating in the strategic planning session process were:

**Mayor Pat McMahan  
Councilman Jack Weyant  
Councilman Walter Battas  
Councilman Nick Siebert  
Councilman Eric Korhmann  
City Manager Rebecca Ahlvin  
Assistant City Manager Kari Speir  
City Clerk Melissa Schanz  
Finance Coordinator Lynn Weidenbenner  
Police Chief Scott Waldrup  
Public Works Director Jesse Carlton**

A special thanks goes out to City Manager Becky Ahlvin for organizing the training session and RE/MAX Signature Properties for their hospitality.

**Purpose:** The City of Mascoutah desired to:

1. Develop a vision statement
2. Complete a team appreciation exercise
3. Clarify Roles of Operations
4. Develop clearly defined broad goals and objectives for the City to pursue over the next three years.

**Methodology:** Prior to participating in the January 7, 2023, Strategic Planning Training Session, the participants were invited to participate in a brain dump

exercise over a two-week period to get each member of the team engaged in the process. Each participant was asked to consider the following:

1. What is your vision for the City of Mascoutah?
2. What three to five things would you want to see the City accomplish over the next three years?
3. What keeps you up at night?

During the Strategic Planning Training Session, the participants were encouraged to accomplish the following objectives:

1. Develop a City vision statement.
2. Develop 6 to 10 organizational goals and objectives for the next three years.
3. Identify champions and define roles in the process.

During the Strategic Plan Training Session, the following items were reflected upon:

1. Team member appreciation.
2. Role clarity and organizational success.
3. Brain dump exercise individual responses.
4. Vision statements from other cities and villages.

**Role Clarity:** the team discussed the importance of staying in their leadership lanes to reduce frustration and confusion. For the success of this plan, it will be important for the Mayor and City Council to lead through holding the management team accountable for the pursuit of the City's Vision and accomplishment of the goals and related objectives. It is the role and responsibility of the management team to diligently pursue the Mayor and Council's Vision for the City and to accomplish the goals and objectives highlighted herein. The champions assigned to each goal shall diligently make progress through the life of this 3-year plan.



**Vision Statement:** a vision statement was defined in this session as a statement describing where the organization wants to be as a result of what the organization does (roadmap). The participants worked together as a team to develop the following vision statement to serve as a roadmap for the City as they lead the City of Mascoutah:

**“A community of choice, opportunity, and hometown pride, where the seeds fall and the roots grow.”**

**Organizational Goals:** The participants completed a goal setting exercise designed to identify six to twelve goals they want the City Team to work on over the next three years. During the exercise, objectives were also developed for each goal. Each participant also assigned a priority ranking to each goal. Champions were assigned to each goal to ensure accountability and progress. The participants agreed that an overarching qualifier for all the goals established herein is to pursue these goals while practicing fiscal responsibility and oversight.

The priority ranking scale was described to the participants as the following

Priority Ranking	Description
5	Full support of the goal.
4	Good goal, but not 100% support.
3	I can go either way on this goal.
2	I am not a fan, but the group wants it.
1	I do not support this goal.

The following City goals are listed in priority order. It is important to note that all identified goals scored between 4 and 5 indicating all goals are good and strongly supported.

Category	Goal	Champion	Number of Objectives	Priority Ranking
FI	Complete City facility improvements including a Public Safety Facility	City Manager, Chief of Police, and City Engineer	3	4.7/5
DT	Pursue downtown rehabilitation, improvements, and City beautification	City Manager and Planning and Zoning	7	4.6/5
IP	Complete infrastructure planning and improvements.	Public Works Director and City Engineer	4	4.2/5
ED	Enhance community and economic development activity	City Manager and Assistant City Manager	6	4.1/5
PR	Strengthen Intergovernmental Relationships	Mayor, City Council, and City Manager	4	4.1/5
HR	Conduct staffing restructuring and reorganization	City Manager and Assistant City Manager	6	4/5

### Goals with Objectives

Goal (FI): City facility improvements including a Public Safety Facility.

Identifier	Objective	Expected Completion
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FI-1	Research, design, and construct a public safety facility that meets the current and future needs of the City.	December 2025
FI-2	Complete a facility needs analysis on City Hall and make necessary plans to meet the needs identified within the analysis.	July 2023
FI-3	Design, renovate, and/or construct other city facility improvements to accommodate future departmental growth and the provision of professional services.	December 2024

Goal (DT): Pursue downtown rehabilitation, improvements, and City beautification.

Identifier	Objective	Expected Completion
DT-1	Investigate and consider adopting a Main Street America program.	July 2023
DT-2	Work with downtown business owners and community partners to foster a downtown destination reputation to include dining and entertainment opportunities at night and on the weekends.	December 2023
DT-3	Work diligently on eliminating and/or cleaning up derelict or	December 2024



	neglected properties throughout the City in order to preserve property values and increase community pride.	
DT-4	Beautify all City gateways and relocate welcome to Mascoutah signs to the current City corporate limits.	December 2023
DT-5	Work with downtown property owners to develop unified downtown exterior design standards and incentive programs to assist downtown property owners.	July 2024
DT-6	Investigate creating a Downtown TIF District or a downtown Business Tax Development District to support downtown improvements.	July 2023
DT-7	Encourage downtown business growth.	December 2023

Goal (IP): Complete infrastructure planning and improvements.

Identifier	Objective	Expected Completion
IP-1	Research, design, and construct sustainable and resilient infrastructure to better meet the needs of the City driven by major weather events. This includes bolstering the power grid and improving	December 2025

	water, sewer, and drainage issues.	
IP-2	Investigate, design, and construct improvements to Main Street.	December 2025
IP-3	Create a 5-year capital improvement program identifying necessary improvements to city sidewalks, curbs, roads, and city owned utilities aimed at keeping up with aging infrastructure and providing new infrastructure for growth.	July 2023
IP-4	Design and construct improvements identified within the 5-year capital improvement program.	December 2024

Goal (ED): Enhance community and economic development activity.

Identifier	Objective	Expected Completion
ED-1	Pursue steady and controlled growth through purpose driven annexations.	December 2025
ED-2	Maximize residential, commercial, and industrial growth opportunities along the I-64 Corridor with a mix of job opportunities.	December 2025
ED-3	Investigate and consider hiring a full-time economic development professional that	June 2023

	can assist with downtown development, commercial development, and industrial development through business retention and expansion visits and recruitment.	
ED-4	Purposefully increase City economic development activities.	June 2023
ED-5	Develop a residential and commercial development plan for the City defining growth targets.	September 2023
ED-6	Pursue additional residential housing opportunities that includes town houses and infill development.	September 2023
ED-7	Streamline the development review and application process.	September 2023

Goal (PR): Strengthen Intergovernmental Relationships.

Identifier	Objective	Expected Completion
PR-1	Work purposefully to create a mutually beneficial professional working relationship with the local school district.	March 2023
PR-2	Develop a good professional relationship with County leaders.	March 2023
PR-3	Create, cultivate, and maintain strong working relationships	March 2023



	with public and private economic development organizations and developers.	
PR-4	Intentionally develop working relationships with other governmental agencies for the betterment of Mascoutah.	March 2023

Goal (HR): Conduct staffing restructuring and reorganization .

Identifier	Objective	Expected Completion
HR-1	Stabilize the parks and recreation opportunities and activities by considering additional staffing and or leadership.	June 2023
HR-2	Hire a full-time Fire Chief.	June 2023
HR-3	Purposefully increase staff to better support our residents, provide great customer service, and streamline the development review process to meet the needs of future growth.	June 2023
HR-4	Align job titles with actual employee duties.	May 2023
HR-5	Develop succession plans for City leadership positions.	May 2023

Regular Periodic Reporting System:

The participants agreed on the importance of routinely updating the Mayor, City Council, and the Community on the progress made toward each goal within this

plan on a regular basis. The participants agreed to provide these reports quarterly to the City Council during a regularly scheduled City Council meeting.

**Success Recommendations:** The following are recommendations to assist the City achieve the successful completion of goals:

- Regularly discuss each goal with the champion(s) assigned to the goal.
- Link goal and objectives progress and accomplishment to employee performance evaluations.
- Link goals and objectives to annual budget process.
- Link goals and objectives to the agenda action forms for each City Council meeting.
- Incorporate language into the recital clauses (whereas verbiage) of City ordinances and resolutions when the ordinance and resolution is linked to a goal and/or objective.
- Create a one-pager scorecard that can be checked off when substantial progress is made, or the goal is completed and publish that scorecard on your City website.
- Celebrate the accomplishment of each goal and/or objectives.
- Evaluate City commitment to the goals on an annual basis and modify as required.



**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor and City Council

**FROM:** Becky Ahlvin, City Manager

**SUBJECT:** Engineering Services – Mascoutah 138KV Line 2

**DATE:** February 6, 2023

**REQUESTED ACTION:**

Council consideration of approval of an Engineering Services Agreement with BHMG Engineers, Inc. for engineering and design services for the distribution underbuild on the 138KV Transmission Line 2 Project.

**BACKGROUND INFORMATION:**

Over the past year, easements have been acquired for the construction of the 138KV Transmission Line 2 Project which caused the route to be modified. Since the route has changed to include the Route 4 right-of-way corridor along the west side from the Big Ditch north to the connection with the north substation, distribution underbuild is needed to be included in the construction and design of the pole line. There will be two distribution underbuilds: the existing distribution line along the Route 4 corridor will be relocated to the new steel poles and a second distribution line will be designed for future growth. This approval is for the engineering services agreement with BHMG to design the distribution underbuild which was not part of the original engineering services and design agreement for the 138KV Transmission Line 2 Project since the original route was not located in this area.

**FUNDING:**

This project will be paid for with the loan at Citizens Community Bank already established and paid back with Electric Funds.

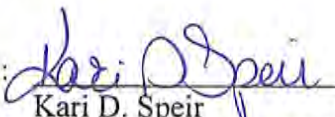
**RECOMMENDATION:**

Staff recommends approval of a contract with BHMG Engineers Inc. for engineering and design services for the distribution underbuild on the Mascoutah 138KV Line 2 Project.

**SUGGESTED MOTION:**

I move that the Council approve a contract with BHMG Engineers Inc. for engineering and design services in the amount not to exceed \$54,000.00 for the distribution underbuild on the Mascoutah 138KV Line 2 Project and authorize appropriate City officials to execute the necessary documents.

Prepared By:

  
Kari D. Speir  
Assistant City Manager

Approved By:

  
Becky Ahlvin  
City Manager

Attachments: A – Agreement for Professional Services



February 1, 2023

Rebecca Ahlvin  
City Manager  
3 West Main Street  
Mascoutah, IL 62258

Ref: Cost Proposal for Mascoutah Distribution Underbuild Design on 138kV Line 2

Rebecca,

The 138kV Transmission Line 2 route modification has added the following distribution underbuild design work to the project scope:

- The existing distribution circuit, located in the utility corridor along Route 4, will be rebuilt in an underbuilt position on the new 138kV Transmission line structures along the modified route.
- An additional underbuild distribution circuit will be designed along this route for future use, to account for anticipated load growth. The complete circuit will be designed from the North Substation south to Hog River, however, only the portion from the North Substation to Airworld Centre Way will be included in the construction project.

The following items are included in this proposal to accommodate the additional scope (as listed above):

- Project Management
- Engineering/Design
- Material Procurement Specification and Assistance
- Site Design Support
- As-builts and Project Closeout

BHMG will provide an engineering and design package to support all the above-specified work as required by the project. This proposal does not include additional construction management, surveying, or real estate requirements that may be necessary, due to the added scope. Any services provided during the construction period will be at standard hourly rates. The following appendices are included for additional information:

- Appendix A: Timeline of Milestones and Deliverables
- Appendix B: Contact information
- Appendix C: Cost Proposal
- Appendix D: BHMG Terms and Conditions
- Appendix E: BHMG Engineers Billing Rates

Please review and we can discuss in more detail as the design starts.

With regards,  
**BHMG Engineers, Inc.**

A handwritten signature in black ink, appearing to read "Matt Frederick", is written over the typed name.

Matt Frederick, P.E.  
Project Manager

## Appendix A – Timeline of Milestones and Deliverables

Submittal Description	Deliverable Schedule
Distribution Design Start	After Proposal Approval
Distribution BOM Issued for Procurement	02/06/2023
Final Distribution Design for Client Review	02/15/2023
Submit IFC Design Package	04/14/2023

## Appendix B – Contact Information

### Consultant Team:

Matthew Frederick  
BHMG Project Manager  
W 636-333-3935  
[mfrederick@bhmg.com](mailto:mfrederick@bhmg.com)

Mike Thoele  
BHMG Line Engineer  
W 636-333-3780  
[mthoele@bhmg.com](mailto:mthoele@bhmg.com)

## Appendix C – Cost Proposal

Route 4 Distribution	Estimate
Project Management	\$ 5,400.00
Engineering/Design	\$ 27,000.00
Material Procurement	\$ 13,500.00
Site Design Support	\$ 5,400.00
Record Issue/Closeout	\$ 2,700.00
<b>Total NTE Amount</b>	<b>\$ 54,000.00</b>



## Appendix D – BHMG Terms and Conditions

### TERMS AND CONDITIONS BHMG Engineers, Inc.

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for services are made a part of this agreement for our services:

#### AMENDMENTS

This agreement may be amended in writing providing both the Owner and Company agree to such modifications.

#### COMPENSATION FOR SERVICES

The basis for compensation will be as identified in the agreement.

When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by the Company and shall not exceed the fixed payment amount without prior authorization of the Owner.

When a "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus reimbursable expenses.

The "Payroll Costs" means the salaries and wages paid to all personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workman's compensation, incentive and holiday pay applicable thereto.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

#### TIME OF PAYMENT

The Company may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Company's statement.

#### LATE PAYMENT

If the Owner fails to make any payment due the Company for services and expenses within the time period specified, a service charge of 1-1/2% per month will be added to the Owners account. This is an annual rate of 18%.

#### LIMITATION OF LIABILITY

The Owner agrees to limit the Company's liability to the Owner and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Company's negligent acts, errors or omissions, such that the total aggregate liability of the Company to all those named shall not exceed \$50,000 or the Company's total fee for services rendered on this work, whichever is greater.

#### TERMINATION

This agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination the Company will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 2.5 (if not previously provided for) plus reimbursable expenses.

#### REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Company pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Owner or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Company will be at Owner's sole risk, and without liability of Company, and Owner shall indemnify and hold harmless Company from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Company to further compensation at rates to be agreed upon by Owner and Company.

#### ESTIMATES OF COST

Since the Company has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Costs that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Company cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the Owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



## **BHM Engineers Rate Table**

January 16, 2023 - December 31, 2023

<b>Classification</b>	<b>Hourly Rate</b>
Project Manager IV	\$212.35
Project Manager III	\$206.84
Project Manager II	\$187.72
Project Manager I	\$179.15
Engineer IV	\$201.28
Engineer III	\$190.21
Engineer II	\$174.74
Engineer I	\$162.57
Environmental Engineer III	\$159.65
Environmental Engineer II	\$141.63
Environmental Engineer I	\$115.88
Engineer Associate/ Intern	\$106.78
Project Scheduler II	\$122.96
Project Scheduler I	\$111.69
CADD Drafter II	\$141.40
CADD Drafter I	\$127.19

\* Out of pocket/actual expenses will be in addition to the rates listed above

\* Rates are reviewed annually

**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council  
**FROM:** Becky Ahlvin, City Manager  
**SUBJECT:** **Change Order – Steel Poles, Electric Phase II Project**

**MEETING DATE:** February 6, 2023

**REQUESTED ACTION:**

Council consideration of approval of change order for the steel pole purchase for the Electric Phase II Project.

**BACKGROUND & STAFF COMMENTS:**

Council approved the purchase of steel poles October 2022 with Rohn Products LLC in the amount of \$711,450.00 for the 138KV transmission line in conjunction with the Major Electric Phase II Project. Since that time, staff and BHMG have been working on the final details of the transmission line design. A second distribution underbuild is needed to be included in the construction and design of the pole line to accommodate future growth along the Route 4 corridor. Rohn has completed their final fabrication design of the poles to include the second distribution underbuild which now requires approval of a change order for the changes in steel pole quantities, lengths, classes, and details. Rohn did not increase the price per pound of steel from their original bid. BHMG estimated the steel pole design changes in November to be around \$160,000.00. The amount of the change order is \$157,350.00. In addition, Rohn has asked for a 31 calendar day extension to the original contract due to delays in steel production and delivery. The additional 31 calendar day extension will not impact the ability to deliver on Boeing's load requirements.

**FUNDING:**

This project will be paid for with the Electric Phase II bank loan.


**RECOMMENDATION:**

Approval of the change order for the steel pole purchase for the Electric Phase II Project from ROHN Products.

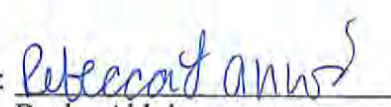
**SUGGESTED MOTION:**

I move that the Council approve the change order for the steel pole purchase for the Electric Phase II Project from ROHN Products in the amount of \$157,350.00 and authorize appropriate officials to execute the necessary documents.

Prepared By:

  
Kari Speir  
Assistant City Manager

Approved By:

  
Becky Ahlvin  
City Manager

Attachment: A – Change Order

**CONTRACT CHANGE ORDER**  
**FOR CITY OF MASCOUTAH**  
**Line 2 Steel Pole Procurement**

2110 K001

Change Order No.:	<u>1</u>	Previous Contract Amount:	<u>\$711,450.00</u>
Date:	<u>1/17/2023</u>	Amount of this Order:	<u>\$157,350.00</u>
Applicable Dwg. Nos.:	<u>N/A</u>	Present Contract Amount:	<u>\$868,800.00</u>
		Change in Contract Time:	<u>31*</u> Calendar Days

\* Contract Pole delivery date is changed from 5/1/23 to 6/1/23.

**Contract Change Order Scope:**

#	Description	Qty (lb)	Unit Cost	Total Cost
1	Steel pole heights, class, type, and quantity updates after bid, due to final route configuration and requirements.	57,575	\$2.73	\$157,350.00
Grand Total				\$157,350.00

The work covered by this change order shall be performed under the same terms and conditions as that included in the original contract. All other terms and conditions of said contract as it theretofore may have been modified shall be and remain the same.

**CHANGES APPROVED:**

*The foregoing modification of said contract is hereby accepted.*

**City of Mascoutah**  
(Owner)

**Rohn Products LLC.**  
(Supplier)

By:

By:

(Signature)

(Signature)

Title:

**BHMG Engineers, Inc.**  
(Engineer)

By:

Date:

(Signature)

Attachment A

**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Becky Ahlvin, City Manager

**SUBJECT:** **Engineering Services Agreement – Water System Facilities Project Plan**

**MEETING DATE:** February 6, 2023

**REQUESTED ACTION:**

Approval of an Engineering Services Agreement with Gonzalez Companies, LLC for Engineering Services for preparation of the Water System Facilities Project Plan.

**BACKGROUND & STAFF COMMENTS:**

Staff has been discussing future water utility needs over the past couple of years with the development of Boeing and the construction of the water line to provide water service to the Boeing site. The purpose of the Water System Facilities Project Plan is to develop a plan to provide potable water to the northern portions of the City along Illinois Route 4, Illinois Route 161, and 6<sup>th</sup> Street, as well as position the City to receive possible funding from the State of Illinois.

The plan will include future water projects that are assumed to be constructed in different phases. These phases can be constructed in any order as funding and needs are anticipated. A map depicting the areas of the phases is included.

1. Phase 1 will be a water main extension along Illinois Route 4 to connect the water system near the Boeing facility to the existing water system just south of Illinois Route 161.
2. Phase 2 will include additional water storage and a booster station to increase pumping capacity near Illinois Route 161.
3. Phase 3 will include a water main extension along Illinois Route 161 from Illinois Route 4 to 6<sup>th</sup> Street and a water main extension along 6<sup>th</sup> Street from Illinois Route 161 to a connection point on an existing main near Fuesser Road.
4. Phase 4 will include a water main replacement of the transmission main from the Railway Booster Station north along Railway Street to Harnett Street and then west along Harnett to 6<sup>th</sup> Street to the existing water tower.

The preparation of a Water System Facilities Project Plan will help the City in several ways:

1. The City will have a plan for providing water for the growing development area north of Route 161. The infrastructure will include the distribution system and water storage necessary to grow the area.
2. The plan will provide redundancy and improve reliability of the water system in the main part of town. Connecting the two systems will provide a redundant water source if the water meter or booster station in town has operational issues. The additional water storage can also be used to supply water to the water tower in town. Replacing the existing



transmission main from the Railway Booster Station to the water tower will improve the system's reliability and allow the tower to better maintain its desired operational pressure, which would help maintain pressure throughout the system.

3. Completing the plan with the scope detailed will also allow the City to apply for loans and grants from the IEPA State Revolving Fund Loan Program, if a source of funding is needed.

This request is for engineering services with Gonzalez Companies, LLC to prepare the plan. See attached Agreement for Professional Services.

**FUNDING:**

This project will be paid for with Water funds or ARPA funds.

**RECOMMENDATION:**

Approval of a contract with Gonzalez Companies, LLC for engineering services for the preparation of the Water System Facilities Project Plan.

**SUGGESTED MOTION:**

I move that the Council Approve a contract with Gonzalez Companies, LLC for engineering services in the amount of \$66,200.00 for the preparation of the Water System Facilities Project Plan and authorize appropriate officials to execute the necessary documents.

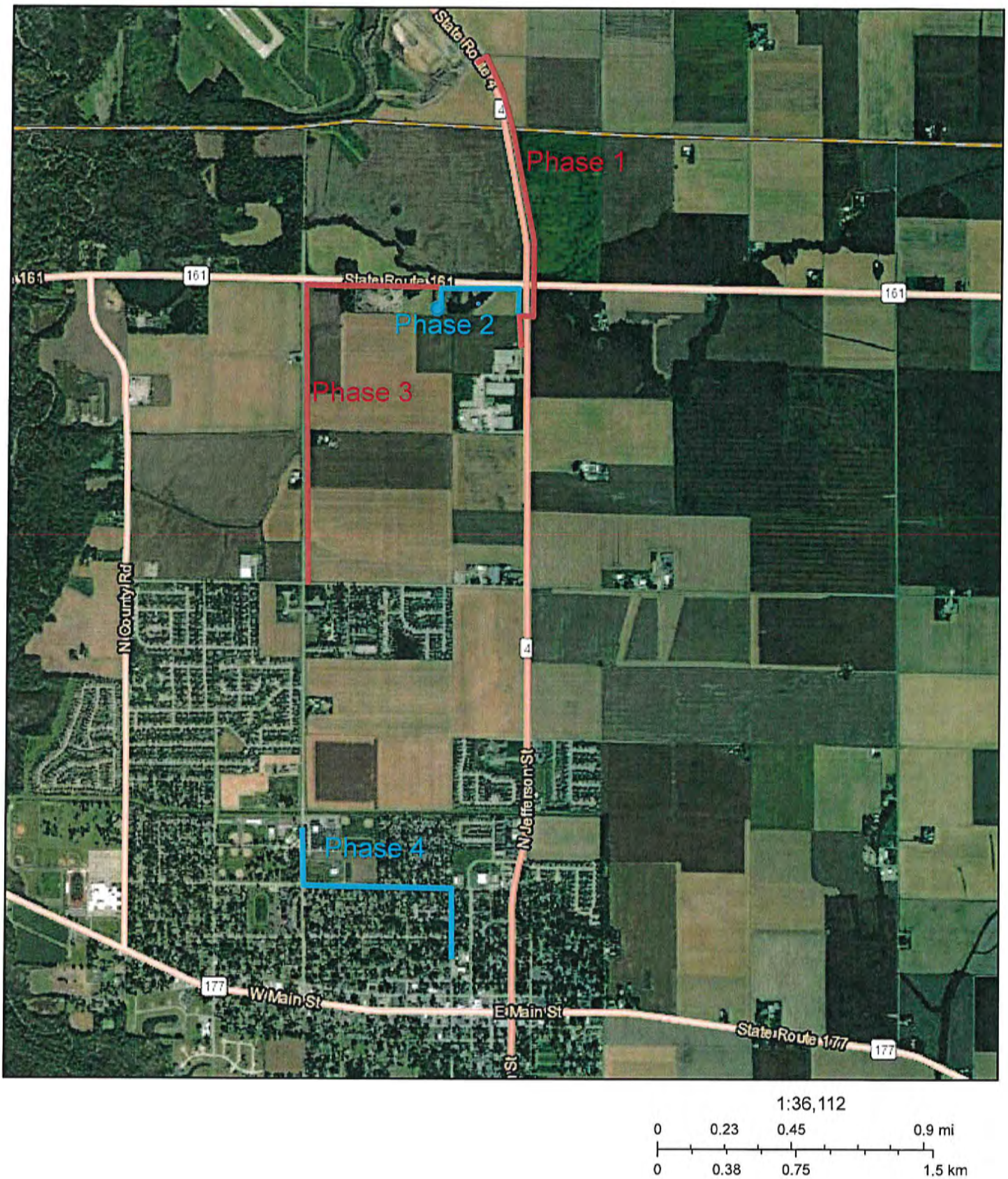
Prepared By: Kari O. Speir  
Kari Speir  
Assistant City Manager

Approved By: Becky Ahlvin  
Becky Ahlvin  
City Manager

Attachment: A – Map – Water System Project Plan phases  
B – Agreement for Professional Services



# Water System Project Plan



Attachment A



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

**EJCDC** 

ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

*Attachment B*



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

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ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

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

THIS IS AN AGREEMENT effective as of Jan. 23 , 2023 ("Effective Date") between

City of Mascoutah, IL ("Owner") and

Gonzalez Companies, LLC ("Engineer").

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

City of Mascoutah – Water System Project Plan ("Project").

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

The purpose of the Water System Project Plan is to develop a plan to provide potable water to the northern portions of the City along Illinois Route 4, Illinois Route 161, and 6<sup>th</sup> Street, as well as position the City to receive possible funding from the State of Illinois.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

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

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.

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

## **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

### **3.01 *Commencement***

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

### **3.02 *Time for Completion***

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## **ARTICLE 4 – INVOICES AND PAYMENTS**

### **4.01 *Invoices***

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

### **4.02 *Payments***

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. 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; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.1 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

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

### 5.02 *Designing to Construction Cost Limit*

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

### 5.03 *Opinions of Total Project Costs*

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

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition).

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data,

graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.



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

#### 6.05 *Suspension and Termination*

##### A. *Suspension:*

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

##### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
  - a. By either party upon 30 days written notice in the event of 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 Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial 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 Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

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

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, 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 Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

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

#### 6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *Percentage Share of Negligence*: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

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

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

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

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

23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.



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

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 *Exhibits Included:***

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

### **8.02 *Total Agreement:***

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

### **8.03 *Designated Representatives:***

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

8.04 *Engineer's Certifications:*

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

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

Owner:  
City of Mascoutah, Illinois

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

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

Date \_\_\_\_\_

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

Engineer:  
Gonzalez Companies, LLC

By: *N. Patricia J. Jorgensen*

Title: Managing Partner

Date \_\_\_\_\_

Signed: 1/23/2023

Engineer License or Firm's  
Certificate No. 184.004564

State of: Illinois

Address for giving notices:

3 West Main Street

Mascoutah, IL 62258

\_\_\_\_\_

Address for giving notices:

1750 S. Brentwood Blvd

Suite 700

St Louis, MO 63144

Designated Representative (Paragraph 8.03.A):

Rebecca Ahlvin

Title: City Manager

Phone Number: 618-566-2964 x108

E-Mail Address: rahlvin@mascoutah.com

Designated Representative (Paragraph 8.03.A):

Todd Peek, P.E.

Title: Director of Water Resources

Phone Number: 618-222-2221 x108

E-Mail Address: tpeek@gocos.net

## **Engineer's Services**

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

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

### **PART 1 – BASIC SERVICES**

The purpose of the Water System Project Plan is to develop a plan to provide potable water to the northern portions of the City along Illinois Route 4, Illinois Route 161, and 6<sup>th</sup> Street, as well as position the City to receive possible funding from the State of Illinois.

The proposed Project Plan will include future water projects that are assumed to be constructed in different phases.

Phase 1 will be a water main extension along Illinois Route 4 to connect the water system near the Boeing facility to the existing water system just south of Illinois Route 161.

Phase 2 will include additional water storage and a booster station to increase pumping capacity near Illinois Route 161.

Phase 3 will include a water main extension along Illinois Route 161 from Illinois Route 4 to 6<sup>th</sup> Street and a water main extension along 6<sup>th</sup> Street from Illinois Route 4 to a connection point on an existing main near Fuesser Road.

Phase 4 will include a water main replacement of the transmission main from the Railway Booster Station north along Railway Street to Harnett Street and then west along Harnett to 6<sup>th</sup> Street.

#### ***A1.01 SRF Facility/Project Plan***

A. Engineer shall aid City in providing the following information to The State of Illinois Environmental Protection agency, for the purposes of receiving a State Revolving Fund Loan:

1. Loan applicant's background information, including location, historical population, makeup of customer base,
2. Conditions affecting growth, and 20 year design population/customer base.
3. Detailed description of the existing water source, treatment facilities owned by the applicant, storage facilities, and distribution system including: the age; construction materials; amount/lengths of the different pipe diameters present in the distribution system; type of treatment system; the existing daily average and maximum water usage; equipment; structures; current conditions; a discussion of the problems and system deficiencies, such as

water supply issues, excessive system water loss, water main breaks, customer complaints, low water pressure, hydraulic conveyance/capacity problems, treatment plant performance deficiencies; etc.

4. 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 35 Ill. Adm. Code 651 through 654.
5. Provide information showing that prior to choosing a methodology for attaining the project's goal, both the cost and effectiveness of various alternatives were evaluated.
6. Inventory of environmental impacts of 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, historic and cultural resources, prime agricultural land, air and water quality, recreational areas, wetlands, floodplains and other sensitive environmental areas.
7. Detailed cost estimate for the alternative selected.
8. Implementation plan for the proposed project including the anticipated construction schedule, financial arrangements for assuring adequate annual debt service and O, M, and R coverage requirements and a description of the dedicated source of revenue necessary for loan repayment. List any other funding involved in the project.
9. Detailed description of the existing residential rate structure, water consumption, any proposed rate changes.
10. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends.



## **ASSUMPTIONS AND CLARIFICATIONS**

This proposal is based on the following assumptions and clarifications.

1. CLIENT will provide a written notice to proceed for the work
2. This scope of work does not include environmental, wetlands, endangered species, or archaeological surveys.
3. Subsurface utility investigation or subsurface utility engineering (SUE) is not included in this scope of work. It is assumed that any investigative test holes for existing utilities that may assist in the preparation of the design documents will be performed or contracted by CLIENT separate of this agreement.
4. This proposal does not include assistance for the negotiation or acquisition of property or easements.
5. This proposal does not include surveying, design, or construction services for any of the proposed water projects.
6. CLIENT shall be responsible for payment of all applicable permit application fees.
7. ENGINEER assumes that CLIENT will be involved during the course of the project including, but not limited to the following, activities:
  - a. Provide ENGINEER with available record information related to the PROJECT.
  - b. Attend review meetings, along with other meetings and site visits as required.
  - c. Provide timely approval of deliverables from ENGINEER.
  - d. Plan, coordinate, and facilitate public meetings as required.

### *A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
10. Preparing any Drawings, Specifications, or other Bidding Documents for any of the potential water projects.
11. Providing Bid or Construction Phase services for any potential projects.
12. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02** *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. Services in connection with work change directives and change orders to reflect changes requested by Owner.

**TIME FOR PERFORMANCE**

ENGINEER will complete the SCOPE OF SERVICES within 6 months of receiving a notice to proceed.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 23, 2023.

### **Owner's Responsibilities**

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

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

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

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- M. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- N. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

**COMPENSATION DECISION GUIDE**  
**FOR USE WITH EXHIBIT C TO EJCDC E-500, 2008 EDITION**

1. **Compensation for Basic Services (not including Resident Project Representative) (as described in Exhibit A, Part I)**

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Direct Labor Costs Plus Overhead Plus a Fixed Fee	Salary Costs Times a Factor
Use This Base Compensation Packet	Packet BC-1	Packet BC-2	Packet BC-3	Packet BC-4	Packet BC-5	Packet BC-6
Include This Appendix	N/A	Appendices 1 and 2	N/A	Appendix 1	Appendix 1	Appendix 1

2. **Compensation for Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D)**

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This RPR Compensation Packet	Packet RPR-1	Packet RPR-2	Packet RPR-3	Packet RPR-4	Packet RPR-5
Include This Appendix	N/A	Appendices 1 and 2	N/A	Appendix 1	Appendix 1



3. **Compensation for Additional Services (as described in Exhibit A, Part 2)**

Decision Question: Which method of compensation is to be used?

	Standard Hourly Rates	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This Additional Services Compensation Packet	Packet AS-1	Packet AS-2	Packet AS-3
Include This Appendix	Appendices 1 and 2	Appendix 1	Appendix 1

Example: If Basic Services (other than RPR) will be compensated using Lump Sum; RPR services using Direct Labor Times a Factor; and Additional Services using Standard Hourly Rates; then use Packet BC-1; Packet RPR-4; Packet AS-1; and Appendices 1 and 2 to form Exhibit C.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 23, 2023.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

*C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ 66,200 based on the following estimated distribution of compensation:
  - a. Study and Report Phase \$ 66,200
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 36 months. If such period of service is extended, the compensation amount for Engineer’s services shall be appropriately adjusted.

*Compensation For Reimbursable Expenses*

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

## C2.03 *Other Provisions Concerning Payment*

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

This is **Appendix 1 to EXHIBIT C**, consisting of 2 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 23, 2023.

**COMPENSATION PACKET AS-1:**  
**Additional Services – Standard Hourly Rates**

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

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of 1/1/23) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

### **Standard Hourly Rates Schedule**

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#### *D. Standard Hourly Rates:*

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

#### *E. Schedule:*

### **2023 PROFESSIONAL SERVICE RATES**

Project Engineer I .....	95 USD per hour	Project Manager IV .....	195 USD per hour
Project Engineer II .....	105 USD per hour	Project Manager V .....	205 USD per hour
Project Engineer III .....	115 USD per hour	Technician/Admin I .....	65 USD per hour
Project Engineer IV .....	125 USD per hour	Technician/Admin II .....	75 USD per hour
Project Engineer V .....	135 USD per hour	Technician/Admin III .....	85 USD per hour
Project Engineer VI .....	145 USD per hour	Technician/Admin IV .....	95 USD per hour
Project Engineer VII .....	155 USD per hour	Technician/Admin V .....	105 USD per hour
Project Manager I .....	165 USD per hour	Technician/Admin VI .....	115 USD per hour
Project Manager II .....	175 USD per hour	Technician/Admin VII .....	125 USD per hour
Project Manager III .....	185 USD per hour	Survey Manager .....	155 USD per hour

#### **REIMBURSABLES**

Vehicle Mileage	0.625 USD per mile
All other Direct Cost	115%
All Sub consultants	115%



This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 23, 2023.

## **Insurance**

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

### **G6.04 Insurance**

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

1. By Engineer:

- |  |              |
|--|--------------|
| a. Workers' Compensation:  | Statutory    |
| b. Employer's Liability --   |              |
| 1) Each Accident:  | \$ 1,000,000 |
| 2) Disease, Policy Limit:  | \$ 1,000,000 |
| 3) Disease, Each Employee:   | \$ 1,000,000 |
| c. General Liability --  |              |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$ 1,000,000 |
| 2) General Aggregate:  | \$ 2,000,000 |
| d. Excess or Umbrella Liability --   |              |
| 1) Each Occurrence:  | \$ 5,000,000 |
| 2) General Aggregate:  | \$ 5,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |              |
| Each Accident  | \$ 1,000,000 |
| f. Professional Liability --   |              |
| 1) Each Claim Made   | \$ 5,000,000 |
| 2) Annual Aggregate  | \$ 5,000,000 |
| g. Other (specify):  | \$ _____     |

2. By Owner:

a. Workers' Compensation:

Statutory

b. Employer's Liability --

1) Each Accident

\$ \_\_\_\_\_

2) Disease, Policy Limit

\$ \_\_\_\_\_

3) Disease, Each Employee

\$ \_\_\_\_\_

c. General Liability --

1) General Aggregate:

\$ \_\_\_\_\_

2) Each Occurrence (Bodily Injury and Property Damage):

\$ \_\_\_\_\_

d. Excess Umbrella Liability --

1) Each Occurrence:

\$ \_\_\_\_\_

2) General Aggregate:

\$ \_\_\_\_\_

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

Each Accident:

\$ \_\_\_\_\_

f. Other (specify):

\$ \_\_\_\_\_

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a.

\_\_\_\_\_  
Engineer

b.

\_\_\_\_\_  
Engineer's Consultant

c.

\_\_\_\_\_  
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 23, 2023.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **H6.08 *Dispute Resolution***

- A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the American Arbitration Association rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.
1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
  2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than the total compensation received by ENGINEER hereunder (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than the total compensation received by ENGINEER hereunder (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than the total compensation received by ENGINEER hereunder (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.
  3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
  4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
  5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such

Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 23, 2023.

### **Limitations of Liability**

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

A. *Limitation of Engineer's Liability*

- a. ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the total compensation received by ENGINEER hereunder, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.



## CITY OF MASCOUTAH

### Staff Report

**TO:** Honorable Mayor & Council  
**FROM:** Becky Ahlvin, City Manager  
**SUBJECT:** South, John, and Independence Streets Reconstruction - Bid Award

**MEETING DATE:** February 6, 2023

#### REQUESTED ACTION:

Approval of bids and authorization to award a contract to furnish all labor, equipment, and materials for the South, John, and Independence Streets Reconstruction Project.

#### BACKGROUND & STAFF COMMENTS:

Bids for the South, John, and Independence Streets Reconstruction Project were opened on Thursday, January 19, 2023. This project consists of the reconstruction of South Street from Jefferson Street to John Street, Independence Street from South Street to State Street, and John Street from South Street to Main Street.

Improvements include constructing new concrete gutter, concrete sidewalk, and concrete driveway aprons, removing existing oil and chip pavement, and constructing hot-mix asphalt pavement on new aggregate base. The total length of this project is approximately 1,450 feet.

The City received four bids. KRB Excavating, Inc. submitted the low bid in the total amount of \$1,197,261.62. See Bid Tab, Attachment A.

#### FUNDING:

Eighty percent of this project will be paid for through TIF 2B funds. The remaining 20% will come from the General Fund.

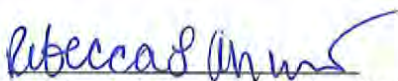
#### RECOMMENDATION:

Approval of low bid for furnishing all labor, equipment, and materials for the construction of the South, John, and Independence Streets Reconstruction Project and authorization to award a contract to KRB Excavating, Inc. for a total amount of \$1,197,261.62.


#### SUGGESTED MOTION:

I move that the Council approve the low bid of \$1,197,261.62 and award a contract to KRB Excavating, Inc. of Trenton, IL to furnish all labor, equipment, and materials for the construction of the South, John, and Independence Streets Reconstruction Project and authorize appropriate officials to execute the necessary documents.

Prepared By:



Approved By:



Becky Ahlvin  
City Manager

Becky Ahlvin  
City Manager

Attachment: A – Bid Tab

**Collinsville**

100 Lanter Ct, Ste 1  
Collinsville, IL 62234  
618.345.2200

**St. Louis**

720 Olive St, Ste 700  
St. Louis, MO 63101  
314.588.8381

**Belleville**

1 S Church St, Ste 200  
Belleville, IL 62220  
618.416.4688

**St. Charles**

820 S Main St, Ste 309  
St. Charles, MO 63301  
636.493.6277

January 24, 2023

Ms. Rebecca Ahlvin  
City Manager  
City of Mascoutah  
3 West Main Street  
Mascoutah, Illinois 62258

Re: South, John, and Independence Streets Reconstruction  
Award Recommendation

Dear Ms. Ahlvin:

Four bids for the referenced project were received on Thursday, January 19, 2023. The Engineer's Estimate of Probable Cost is \$1,015,352. Bids ranged from \$1,197,261.62 (17.9% over the estimate) to \$1,249,790.96 (23.1% over the estimate). KRB Excavating, Inc. of Trenton, Illinois, submitted the low bid.

Based on our evaluation of the enclosed Bid Tabulation, we recommend awarding the construction contract to KRB Excavating, Inc., for a contract price of \$1,197,261.62.

Please notify us if you concur with our recommendation and authorize the contract award to KRB Excavating, Inc. We will prepare the necessary contract documents and submit them to you for processing.

Sincerely,

OATES ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Steven M. Keil".

Steven M. Keil, PE, PLS  
Principal

Enclosure

County		St. Clair		Date		County		Name and Address		KRB Excavating		Lake Contracting		Hanks Excavating		DMS Contracting	
Municipality or Road		City of Mascoutah		Time		Appropriation \$		of		789 West Broadway							
Section		South Street						Bidders		Trenton, IL 62293							
Estimate																	
Attended by																	

550A4100	SS CL A 1 EQRS 24	FOOT	180	\$	110.00	\$19,800.00	\$175.00	\$31,500.00	\$145.55	\$26,199.00	\$143.00	\$25,740.00	\$162.25	\$29,205.00
56108800	TAP VALVE & SLEEVE 6	EACH	1	\$	3,000.00	\$3,000.00	\$5,300.00	\$5,300.00	\$6,000.00	\$8,000.00	\$9,500.00	\$9,500.00	\$4,600.00	\$4,600.00
56109210	WATER VALVES ADJUST	EACH	8	\$	230.00	\$1,840.00	\$100.00	\$800.00	\$500.00	\$4,000.00	\$3,850.00	\$3,080.00	\$3,800.00	\$3,800.00
56400100	FIRE HYDANTS TO BE MYD	EACH	2	\$	2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$10,000.00	\$20,000.00	\$3,800.00	\$7,600.00	\$1,900.00	\$3,800.00
56500300	DOM MET VLT'S ADJ	EACH	1	\$	200.00	\$200.00	\$150.00	\$150.00	\$1,000.00	\$705.00	\$705.00	\$705.00	\$475.00	\$475.00
60100905	PIPE DRAINS 4	FOOT	100	\$	27.00	\$2,700.00	\$29.00	\$2,900.00	\$40.00	\$4,000.00	\$53.00	\$5,300.00	\$37.00	\$3,700.00
60100915	PIPE DRAINS 6	FOOT	100	\$	13.00	\$1,300.00	\$33.00	\$3,300.00	\$45.00	\$4,500.00	\$57.00	\$5,700.00	\$41.00	\$4,100.00
60221100	MAN TA 5 DIA TIF CL	EACH	1	\$	2,900.00	\$2,900.00	\$2,000.00	\$2,000.00	\$2,450.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,500.00	\$3,500.00
60224446	MAN TA 7 DIA TIF CL	EACH	1	\$	7,000.00	\$7,000.00	\$5,100.00	\$5,100.00	\$5,350.00	\$7,000.00	\$7,000.00	\$7,000.00	\$6,600.00	\$6,600.00
60303200	INLETS TA T8G	EACH	3	\$	1,300.00	\$3,900.00	\$1,025.00	\$3,075.00	\$500.00	\$1,500.00	\$1,900.00	\$5,700.00	\$1,725.00	\$5,175.00
60300105	FR & GRATES ADJUST	EACH	2	\$	700.00	\$1,400.00	\$150.00	\$300.00	\$500.00	\$1,000.00	\$1,180.00	\$2,360.00	\$365.00	\$730.00
60300305	FR & LIDS ADJUST	EACH	5	\$	320.00	\$1,600.00	\$150.00	\$750.00	\$400.00	\$2,000.00	\$650.00	\$3,250.00	\$440.00	\$2,200.00
60500060	REMOV INLETS	EACH	3	\$	310.00	\$930.00	\$250.00	\$750.00	\$350.00	\$1,050.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00
67100100	MOBILIZATION	L SUM	1	\$	20,000.00	\$20,000.00	\$100,000.00	\$100,000.00	\$55,000.00	\$55,000.00	\$23,000.00	\$23,000.00	\$46,500.00	\$46,500.00
X2501000	SEEDING CL 2 SPL	ACRE	0.75	\$	6,000.00	\$4,500.00	\$36,000.00	\$36,000.00	\$12,000.00	\$9,000.00	\$9,500.00	\$7,125.00	\$14,500.00	\$14,500.00
X3112900	SUB GRAN MAT SPL	CU YD	1,344	\$	47.00	\$63,168.00	\$48.50	\$65,184.00	\$79.55	\$106,915.20	\$70.00	\$94,080.00	\$60.25	\$80,976.00
X5510100	STORM SEWER REMOVAL	FOOT	435	\$	15.00	\$6,525.00	\$7.00	\$3,045.00	\$15.00	\$6,525.00	\$31.25	\$13,593.75	\$14.25	\$6,198.75
X6024240	PLUG EX WATER MAIN	EACH	1	\$	1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$2,300.00	\$2,300.00	\$1,700.00	\$1,700.00
X6024240	INLETS SPL	EACH	1	\$	2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$3,050.00	\$3,050.00	\$3,000.00	\$3,000.00	\$3,700.00	\$3,700.00
X6024242	INLETS SPL N1	EACH	20	\$	1,800.00	\$36,000.00	\$2,260.00	\$45,200.00	\$3,050.00	\$61,000.00	\$3,000.00	\$60,000.00	\$3,700.00	\$74,000.00
X6024244	INLETS SPL N2	EACH	6	\$	2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$3,250.00	\$19,500.00	\$2,700.00	\$16,200.00	\$3,325.00	\$19,950.00
X6024246	INLETS SPL N3	EACH	4	\$	2,300.00	\$9,200.00	\$3,400.00	\$13,600.00	\$4,050.00	\$16,200.00	\$5,400.00	\$21,600.00	\$4,700.00	\$18,800.00
X6024248	INLETS SPL N4	EACH	2	\$	2,800.00	\$5,600.00	\$4,500.00	\$9,000.00	\$5,150.00	\$10,300.00	\$8,000.00	\$16,000.00	\$5,700.00	\$11,400.00
X6061005	CONC CURB TB SPL	FOOT	19	\$	80.00	\$1,520.00	\$42.00	\$798.00	\$75.00	\$1,425.00	\$98.00	\$1,862.00	\$142.50	\$2,707.50
X6062400	CONC GUTTER SPL	FOOT	2,643	\$	40.00	\$105,720.00	\$45.00	\$118,935.00	\$56.00	\$148,008.00	\$49.00	\$129,507.00	\$43.00	\$113,649.00
X7010216	TRAF CONT & PROT SPL	L SUM	1	\$	5,000.00	\$5,000.00	\$17,000.00	\$17,000.00	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
X7240500	RELOC EX SIGNS	EACH	9	\$	100.00	\$900.00	\$100.00	\$900.00	\$150.00	\$1,350.00	\$300.00	\$2,700.00	\$385.00	\$3,465.00
Z0056644	SS 1 WAT MN 8	FOOT	122	\$	85.00	\$10,370.00	\$80.00	\$9,760.00	\$65.55	\$7,997.10	\$87.00	\$10,614.00	\$72.00	\$8,784.00
Z0056646	SS 1 WAT MN 10	FOOT	80	\$	107.00	\$8,560.00	\$100.00	\$8,000.00	\$82.55	\$6,604.00	\$81.00	\$6,480.00	\$75.00	\$6,000.00
Z0056648	SS 1 WAT MN 12	FOOT	377	\$	107.00	\$40,339.00	\$110.00	\$41,470.00	\$92.55	\$34,891.35	\$100.00	\$37,700.00	\$117.00	\$44,109.00
Z0056650	SS 1 WAT MN 15	FOOT	242	\$	115.00	\$27,830.00	\$155.00	\$37,510.00	\$132.55	\$32,077.10	\$166.00	\$39,930.00	\$175.00	\$42,350.00
Z0056652	SS 1 WAT MN 18	FOOT	23	\$	125.00	\$2,875.00	\$310.00	\$7,130.00	\$157.55	\$3,623.65	\$290.00	\$8,670.00	\$240.00	\$5,520.00
0	CONCRETE COLLAR, SPECIAL	EACH	1	\$	1,300.00	\$1,300.00	\$1,850.00	\$1,850.00	\$2,000.00	\$2,000.00	\$1,350.00	\$1,350.00	\$445.00	\$445.00
0	BOX CULVERT, SPECIAL	EACH	1	\$	8,000.00	\$8,000.00	\$12,550.00	\$12,550.00	\$30,000.00	\$30,000.00	\$12,000.00	\$12,000.00	\$25,600.00	\$25,600.00
Total						\$1,015,352.00		\$1,197,261.62		\$1,249,790.96		\$1,212,474.55		\$1,207,400.40
As Read														
As Corrected														



## CITY OF MASCOUTAH

### Staff Report

**TO:** Honorable Mayor & Council  
**FROM:** Becky Ahlvin, City Manager  
**SUBJECT:** Construction Services - South, John, and Independence Streets Reconstruction

**MEETING DATE:** February 6, 2023

#### REQUESTED ACTION:

Approval of a Construction Services Agreement with Oates Associates for Construction Services for the South, John, and Independence Streets Reconstruction Project.

#### BACKGROUND & STAFF COMMENTS:

This project consists of the reconstruction of South Street from Jefferson Street to John Street, Independence Street from South Street to State Street, and John Street from South Street to Main Street. Improvements include constructing new concrete gutter, concrete sidewalk, and concrete driveway aprons, removing existing oil and chip pavement, and constructing hot-mix asphalt pavement on a new aggregate base.

This request is for construction services approval. The proposal from Oates Associates is for \$126,000 and provides construction administration, observation, testing, and staking; additional design services required to complete the plans; and material testing through SCI Engineering, Inc.

#### FUNDING:

Eighty percent of this project will be paid for through TIF 2B funds. The remaining 20% will come from the General Fund.

#### RECOMMENDATION:

Approval of a contract with Oates Associates for construction services in the amount of \$126,000 for the South, John, and Independence Streets Reconstruction Project and authorizing appropriate officials to execute the necessary documents.

#### SUGGESTED MOTION:

I move that the Council Approve a contract with Oates Associates for construction services in the amount of \$126,000 for the South, John, and Independence Streets Reconstruction Project and authorize appropriate officials to execute the necessary documents.

Prepared By:

  
Becky Ahlvin  
City Manager

Approved By:

  
Becky Ahlvin  
City Manager



Attachment: A – Oates Associates Agreement for Construction Services

**Collinsville**

100 Lanter Ct, Ste 1  
Collinsville, IL 62234  
618.345.2200

**St. Louis**

720 Olive St, Ste 700  
St. Louis, MO 63101  
314.588.8381

**Belleville**

1 S Church St, Ste 200  
Belleville, IL 62220  
618.416.4688

**St. Charles**

820 S Main St, Ste 309  
St. Charles, MO 63301  
636.493.6277

January 12, 2023

Ms. Rebecca Ahlvin  
City Manager  
City of Mascoutah, IL  
3 West Main Street  
Mascoutah, IL 62258

Re: South, John, and Independence Streets Reconstruction  
Construction Services

Dear Ms. Ahlvin:

This letter will serve as our agreement to perform the following services connected with South, John, and Independence Streets Reconstruction (hereinafter called the "Project") subject to the General Conditions shown on the attached Exhibit A.

**Scope:** Our Scope of Services includes construction administration, observation, testing, and staking; and additional design services required to complete the plans, all as set forth in the attached Estimate of Person Hours. SCI Engineering, Inc. will provide all material testing. We will also furnish such Additional Services as you may request.

**Schedule:** Construction completion date of 8/18/2023

**Estimated Cost:** You agree to pay us for our Scope of Services and any authorized Additional Services at the hourly rates set forth in Exhibit A. Billings for Scope of Services are estimated at \$126,000 which includes \$6,500 for SCI to perform material testing.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

**OATES ASSOCIATES, INC.**

Matthew B. Fields, PE  
Project Manager

Steven M. Keil, PE, PLS  
Project Principal

Accepted on this date: \_\_\_\_\_

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

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

**EXHIBIT A**  
**GENERAL CONDITIONS**  
**HOURLY RATE SCHEDULE**

Principal Engineer	230.00
Senior Professional II	220.00
Senior Professional I	205.00
Professional IV	185.00
Professional III	170.00
Professional II	140.00
Professional I	125.00
Junior Professional	100.00
Technician III	150.00
Technician II	125.00
Technician I	90.00
Technician	75.00
Technician Intern	60.00

The above hourly rates are effective as of July 1, 2022 and are subject to adjustment annually.

**TERMS**

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents, and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

**PAYMENT PROVISIONS**

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out-of-pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are based on the prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

**GENERAL LIABILITY AND LIMITATION THEREOF**

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

**LIMITATION OF LIABILITY**

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) to the extent caused by our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

**THIRD PARTY CLAIMS**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**OWNERSHIP AND USE**

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

# **EXHIBIT A**

## **GENERAL CONDITIONS**

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

### **TIMING OF STANDARDS**

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

### **TERMINATION, SUSPENSION OR ABANDONMENT**

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

### **DISPUTE RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

### **UNFORESEEN CONDITIONS**

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

### **RELIANCE ON INFORMATION**

In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless Oates Associates, Inc. our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

### **CONSTRUCTION MEANS AND METHODS**

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly, we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

### **JOBSITE SAFETY**

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

### **HAZARDOUS MATERIALS**

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

PROJECT: South St., John St., & Independence St. Reconstruction  
 LOCATION: Mascoutah  
 CLIENT: Mascoutah  
 FIRM: Oates Associates, Inc.  
 JOB NO.: 220033.001  
 CONTRACT: Original

# SUMMARY OF PERSON HOURS & COST

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	JR. PROF.	TECH. II	TECH. I	TOTAL HOURS	TOTAL COST
BILLING RATES:	\$230	\$220	\$140	\$125	\$100	\$125	\$90		
1.0 CONSTRUCTION PHASE SERVICES	0	39	24	72	640	40	64	879	\$95,700
2.0 ADMINISTRATION / MANAGEMENT	0	20	0	2	2	0	0	24	\$4,850
3.0 QA/QC	8	0	0	0	0	0	0	8	\$1,840
4.0 ADDITIONAL DESIGN SERVICES	0	32	0	80	0	0	0	112	\$17,040
TOTAL HOURS:	8	91	24	154	642	40	64	1,023	
ESTIMATE OF LABOR COST:	\$1,840	\$20,020	\$3,360	\$19,250	\$64,200	\$5,000	\$5,760		\$119,430
ESTIMATE OF DIRECT COSTS:									\$
0% CONTINGENCY:									6,490
ESTIMATE OF TOTAL COST:									\$125,920

## SUMMARY OF PERSON HOURS

**PROJECT:** South St., John St., & Independence St. Reconstruction  
**LOCATION:** Mascoutah  
**CLIENT:** Mascoutah  
**FIRM:** Oates Associates, Inc.  
**JOB NO.:** 220033.001  
**CONTRACT:** Original

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	JR. PROF.	TECH. II	TECH. I				TOTAL
1.0 CONSTRUCTION PHASE SERVICES	0	39	24	72	640	40	64				879
2.0 ADMINISTRATION / MANAGEMENT	0	20	0	2	2	0	0				24
3.0 QA/QC	8	0	0	0	0	0	0				8
4.0 ADDITIONAL DESIGN SERVICES	0	32	0	80	0	0	0				112
TOTAL:	8	91	24	154	642	40	64				1,023

# ESTIMATE OF PERSON HOURS

PROJECT: South St., John St., & Independence St. Reconstruction  
 LOCATION: Mascoutah  
 CLIENT: Mascoutah  
 FIRM: Oates Associates, Inc.  
 JOB NO.: 220033.001  
 CONTRACT: Original

TASK		PRIN.	SR. PROF. II	PROF. II	PROF. I	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
1.0	CONSTRUCTION PHASE SERVICES	0	39	24	72	640	40	64	879	
1.1	preconstruction	0	4	0	0	14	0	0	18	project duration = 3 months
	IEPA - Notice of Intent form		2			4			6	required only if disturbed area > 1.0 ac.
	BC-775/776 Resident Construction Supervision/Inspection					2			2	2 hr/project
	BC-981 Agreement to Accuracy of Plan Quantities					2			2	2 hr/project
	OPER-725 Traffic Control Authorization					2			2	2 hr/project
	preconstruction meeting		2			4			6	2 persons @ 2 hr/ea, plus meeting minutes
									0	
1.2	shop drawing review	0	3	0	0	20	0	0	23	
	precast storm sewer structures		2			19			21	0.5 hr/structure - 38 struct
	detectable warning panels		1			1			2	
									0	
1.3	coordination and site visits	0	16	0	32	0	0	0	48	
	construction questions from RE		8		16				24	2 hr/wk
	construction site visits		8		16				24	2 hr/wk
									0	



# ESTIMATE OF PERSON HOURS

PROJECT: South St., John St., & Independence St. Reconstruction  
 LOCATION: Mascoutah  
 CLIENT: Mascoutah  
 FIRM: Oates Associates, Inc.  
 JOB NO.: 220033.001  
 CONTRACT: Original

TASK		PRIN.	SR. PROF. II	PROF. II	PROF. I	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
1.4	observation, testing and documentation	subtotal:	0	8	0	40	606	0	654	
	daily diary entries						30		30	0.5 hr/da
	print diary						6		6	0.5 hr/wk
	daily quantities - measure, calculate and document				40	96			136	6 hr/wk plus 3 days to check at end of project
	print daily quantities						12		12	1 hr/wk
	BC-2331 ICORS PC Back-Up Schedule						12		12	1 hr/wk
	create quantity book						4		4	4 hr/project
	BC-239 Weekly Report of Resident						12		12	1 hr/wk
	BC-2259 SWPPP Erosion Control Inspection Report						12		12	1 hr/wk
	BC-726 Traffic Control Inspection Report						12		12	1 hr/wk
	BC-2367 Independent Truck Weight Check						18		18	1.5 hr/wk X # of tonnage pay items
	authorizations						24		24	4 hr/ie, assume 6
	pay estimates						60		60	2 hr/semi-monthly estimate
	request for assignment						4		4	2 hr each / 2 per project
	general construction observation					240			240	4 hr/da
	end of project closeout		4			24			28	
	punch list		4			24			28	
	soil testing								0	by others
	aggregate testing								0	by others
	HMA testing								0	by others
	concrete testing						16		16	concrete cylinders and breaks
1.5	constr admin during winter shut-down	subtotal:	0	0	0	0	0	0	0	not included
1.6	construction staking	subtotal:	0	8	24	0	0	64	136	project length = X feet
	check & verify horizontal & vertical control		1	4			8	8	21	
	centerline		1	2				8	11	3 CLs 50 foot increments - 30pts
	curb / curb & gutter		2	8			20	20	50	25' spacing plus radii = 190 pts. at 75 /day
	ROW		1	2				8	11	100' -30 pts
	storm sewer		2	4			12	12	30	38 structures, 114 pts at 75 day
	miscellaneous		1	4				8	13	
									0	

PROJECT: South St., John St., & Independence St. Reconstruction  
LOCATION: Mascoutah  
CLIENT: Mascoutah  
FIRM: Oates Associates, Inc.  
JOB NO.: 220033.001  
CONTRACT: Original

# ESTIMATE OF PERSON HOURS

TASK		PRIN.	SR. PROF. II	PROF. II	PROF. I	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
<b>2.0 ADMINISTRATION / MANAGEMENT</b>		0	20	0	2	2	0	0	24	3 months
2.1	subtotal:	0	20	0	2	2	0	0	24	
	scope of work reviews		2						2	
	scheduling		2						2	
	budget control		4						4	
	manpower planning		2						2	
	project team meetings (including start-up meeting)		2		2	2			6	
	contract administration		4						4	
	billings		4						4	
									0	
<b>3.0 QA/QC</b>		8	0	0	0	0	0	0	8	
3.1	QA/ QC plan	0	0	0	0	0	0	0	0	adapt company plan to project
3.2	submittal reviews	0	0	0	0	0	0	0	0	
3.3	quality reviews	8	0	0	0	0	0	0	8	
<b>4.0 ADDITIONAL DESIGN SERVICES</b>		0	32	0	80	0	0	0	112	
4.1	geometric details	0	24	0	56	0	0	0	80	South / Rte 4 and John / Rte 177; 2 intersections; required by IDOT to tie into their highway
	intersection layout and pavement markings		16		32				48	layout and check geometric detail
	horizontal & vertical alignment								0	not required if existing/proposed profile is <1%
	plot, print & submit draft IDS for LA & IDOT review		2		4				6	submit geometric detail
	respond to review comments		4		16				20	respond to IDOT geometric detail comments
	plot, print & submit final IDS for IDOT approval		2		4				6	resubmit geometric detail
									0	
4.2	bidding services	0	8	0	24	0	0	0	32	project advertisement, checking contractor prequalifications, providing bidding documents to contractors, & answering contractor questions

**CITY OF MASCOUTAH  
Staff Report**

**TO:** Honorable Mayor & Council  
**FROM:** Becky Ahlvin, City Manager  
**SUBJECT:** SCADA System – Water/Sewer Updates  
**MEETING DATE:** February 6, 2023

**REQUESTED ACTION:**

Council approval and authorization of SCADA System updates for the water distribution and sewer collection systems.

**BACKGROUND & STAFF COMMENTS:**

The SCADA software monitors the internal distribution system for the City's electric and water and the sewer collection system. The City contracted with Zagros Engineering in March 2022 to upgrade the electric distribution side of the SCADA system and mobile software development. We would now like to move on to the next step to upgrade the water distribution and sewer collection systems. Zagros has provided the City with a quote to do the necessary upgrades on the water and system systems.

**FUNDING:**

This purchase will be paid for with current cash available in the Water & Sewer fund balances and will be an addition to the current fiscal year 22/23 budget and will be budgeted in the fiscal year 23/24 budget.


**RECOMMENDATION:**

Staff recommends approving the purchase.

**SUGGESTED MOTION:**

I move that the Council approve the agreement with Zagros Engineering of St. Louis, MO in the amount of \$38,400.00 for the SCADA System water distribution and sewer collection system updates and authorize appropriate officials to execute the necessary documents.

Prepared By:   
Kari D. Speir  
Assistant City Manager

Approved By:   
Becky Ahlvin  
City Manager

Attachments: A – Zagros Engineering Quote

# Zagros Robotics

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City of Mascoutah

SCADA System Water Updates



*Mascoutah*  
ILLINOIS

Jesse Carlton  
Public Works Director  
3 West Main Street  
Mascoutah, IL 62258

Proposal Q2302\_01052023

January 5, 2023

Jamar Neal  
Zagros Robotics, Inc.  
12148 Lackland Rd.  
St. Louis, MO 63146  
(314)703-1321

Attachment A

# Zagros Robotics

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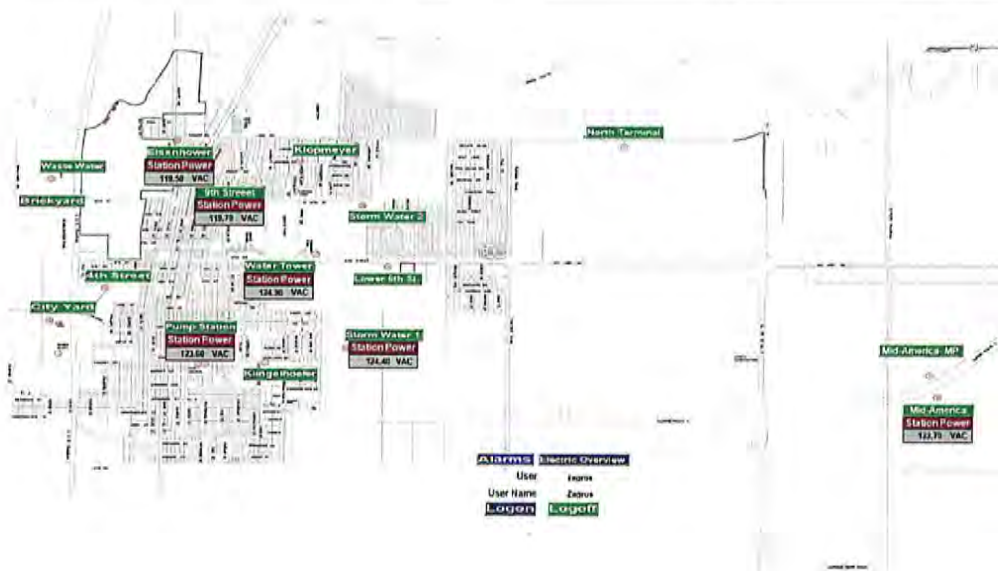
# Zagros Robotics

## Project Scope

Zagros Engineering is pleased to submit this proposal to provide Integration Services to update the existing Wonderware SCADA system for the City of Mascoutah.

## SCADA Screens

### Water Overview



- Each location to show if it has power or no power
- Move voltage to lift station screen
- Leave navigation on graphic - Include right navigation menu on all screens but this one.
- Add border to each lift for alarms, loss comm, etc.
- If possible, find a better map image to use.

# Zagros Robotics

## Lift stations

### 4<sup>th</sup> Street



### 4<sup>th</sup> street issues

- Cannot change the trend date
- Current trend doesn't work for 4<sup>th</sup> street lift station for pumps
- Not sending out alarms anymore
- Check all lift station trending is working

### Daily Gallons pumped

1. Show graphics of pumps – (on green, off red, faulted flashing red/gray)
  - a. Show data when clicked in popup.
2. Want existing data – modernized view, more graphical (review HMI application).
3. Values could be estimated – update to use real values
  - a. May need assistance with this from SI that did the development
4. Add level of wet well if missing at each station

### Wish list

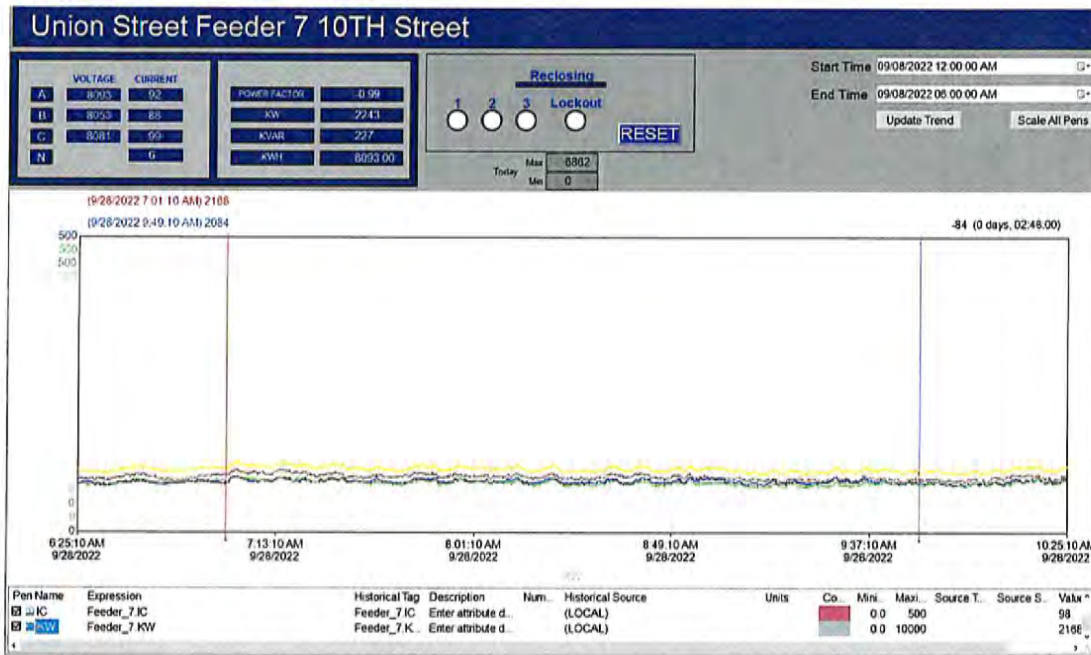
#### Control pumps from SCADA

- need to work SI – BHM?G?
- Pumps have Hand, off, auto options locally via three-way switch
- Some can be set from HMI



# Zagros Robotics

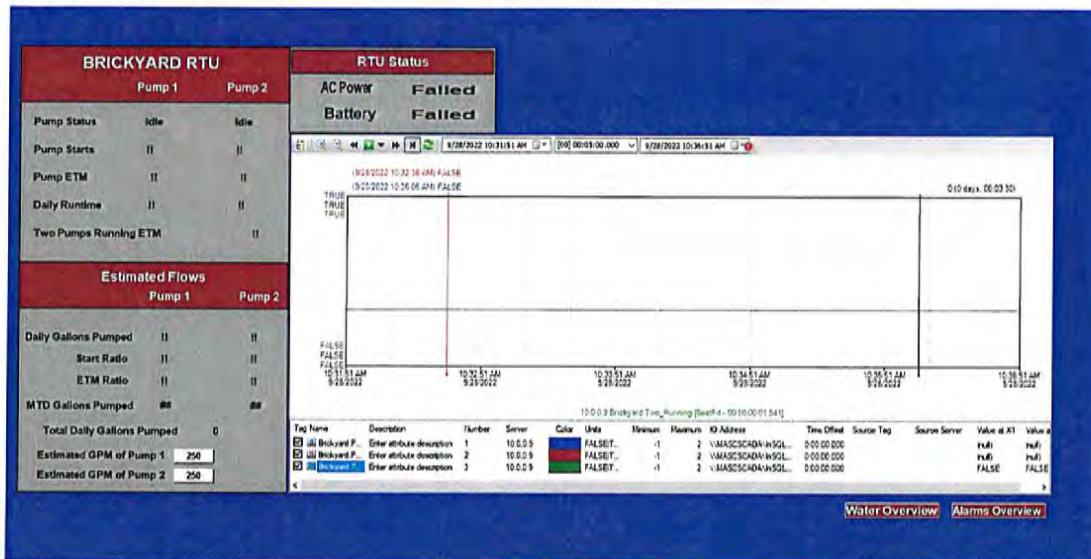
## Trending Example



Would like a simpler tag list. (Possibly reduce columns that are showing)

# Zagros Robotics

## Brick Yard

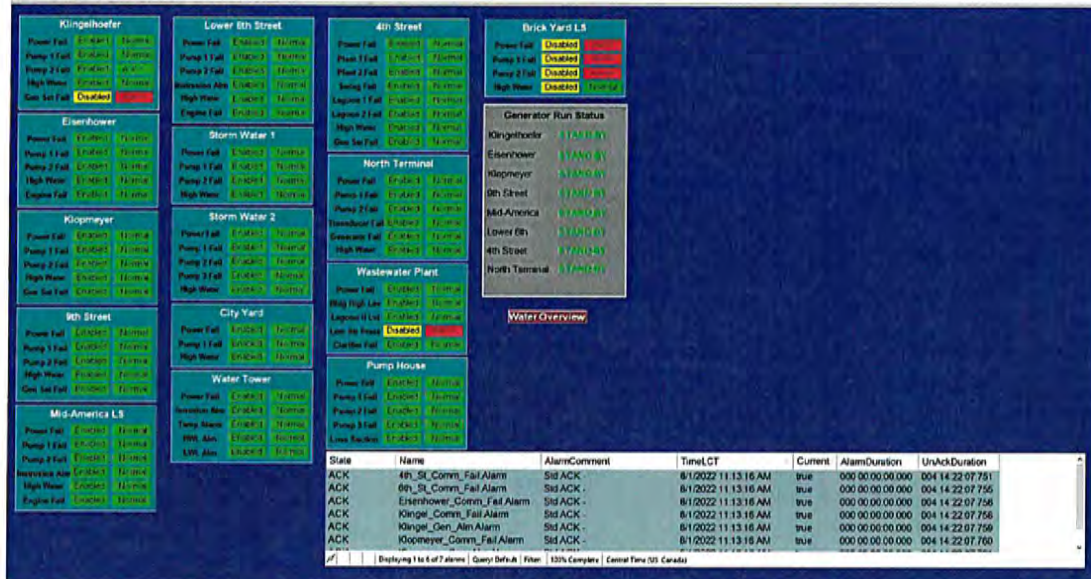


### Brick Yard Issues:

- Station is actually active but shows no data
- Communication Issue:
  - Cannot Ping IP address.
  - IO Server shows disconnected

# Zagros Robotics

## Alarms / Win911

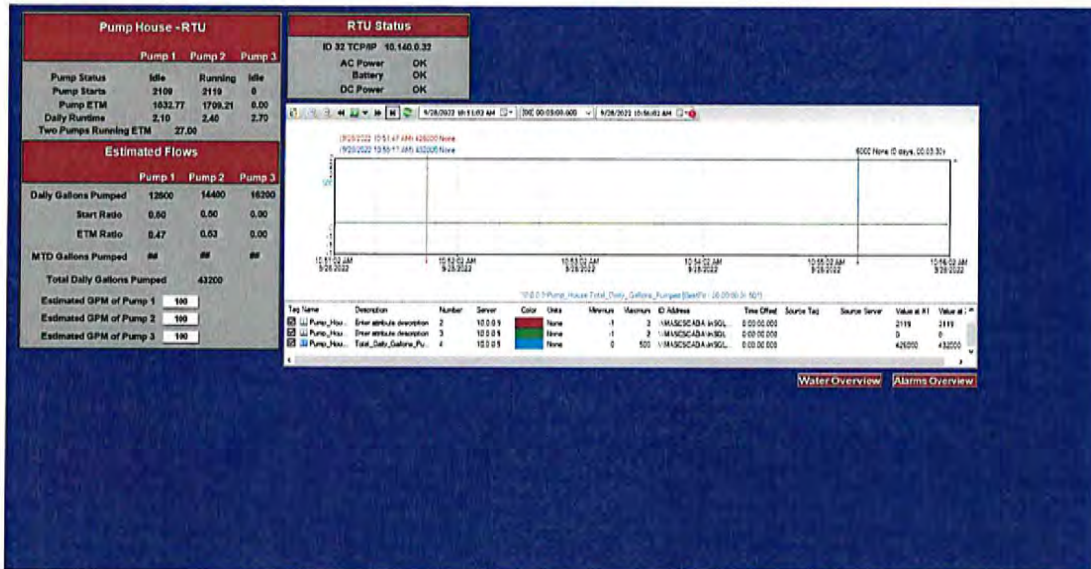


## Alarm Screen Issues:

- Gen Set Fail alarm has been on for a long time – unknown reason
- Brick Yard LS – 3 alarms always on – unknown reason (verified there were no alarms active at lift station)
- Displaying what IO Server is seeing – Zagros will need to work with System Integrator to fix.

# Zagros Robotics

## Pump House

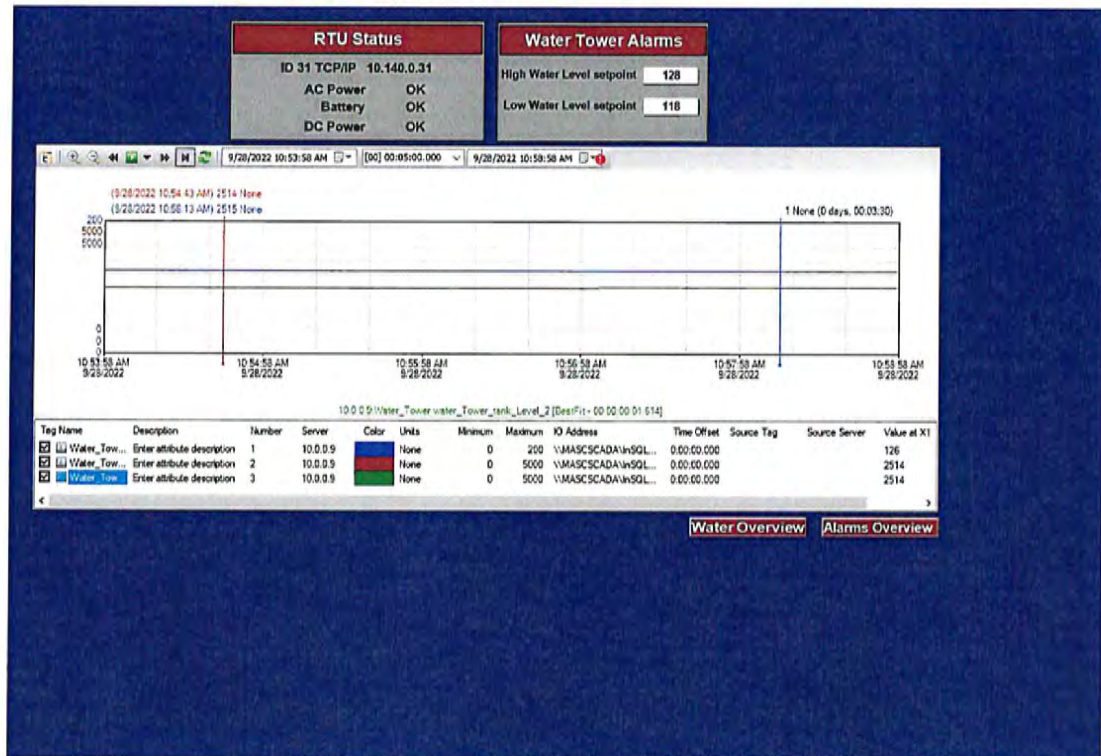


- Add ground storage tank level when possible (add to screen, will be added in the near future)
- Add tank graphic
- Control pumps from SCADA
- Overflow sensors



# Zagros Robotics

## Water Tower



Add graphic showing tank and level – more traditional process view graphics

# Zagros Robotics

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## Pump Overview

Show status of all pumps on two screens:

- Sewer Pump Overview
- Water Pump Overview

# Zagros Robotics

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## **iPad Screen Development**

Alternate screens will be developed for optimal navigation and viewing from the iPads in the field as required.

# Zagros Robotics

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## **Addition of Lakeside Estates Pump Station**

- Configuration of communication to new Allen-Bradley PLC
- New pump station SCADA screen based on new screen developed for existing pump stations.
- New pump station iPad screen based on new screen developed for existing pump station.



# Zagros Robotics

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## **Client Responsibilities**

1. The client will provide copies of all PLC programs
2. The client will provide Zagros with remote access to the SCADA system.
3. The client will supply all required hardware and software not included in this proposal.
4. The local System Integrator will need to work with Zagros to resolve communication issues and update the system for new equipment.

# Zagros Robotics

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## Price Summary

Engineering and Software Development Cost	
Description	Price
1. WW Navigation and Alarming Screen Improvements	\$ 3,600.00
2. Water Screen Development	\$ 21,600.00
3. Win911 and Alarming Improvements and migration	\$ 2,400.00
4. iPad Screen Development	\$ 3,600.00
5. iPad Configuration	\$ 2,400.00
6. Lake Side Lift Station	\$ 4,800.00
	\$ -
Engineering Total	\$ 38,400.00

Expenses, Hardware and Software Cost	
Description	Price
Expenses Total	\$ -

Grand Total	\$ 38,400.00
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# Zagros Robotics

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## Terms and Conditions

Subject to the remaining terms and conditions, Zagros Robotics, Inc. ("Developer") agrees to provide services to the City of Mascoutah ("City") in the performance of the project scope as set forth in pages 1-13, for a total amount of \$32,400.00. This proposal only includes the purchase of the software licenses listed in this proposal.

This project is subject to the State of Illinois Prevailing Wage Act. Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (IDOL) at 217-782-6206 and information may be viewed at their website <http://www.state.il.us/agency/idol/>. Weekly certified payrolls for hourly employees shall be submitted to the City and invoice for work will be due upon completion of the project task and payable within thirty days. Certified payrolls must be submitted prior to pay requests.

And it is also understood and required as a condition to this Agreement that Developer is licensed and insured to perform this type of work and shall furnish the City of Mascoutah a copy of said business license and insurance prior to start of work.

And it is also understood and required as a condition to this Agreement that Zagros shall furnish the City of Mascoutah lien waivers on all material suppliers (and equipment rental if applicable) used for said project prior to final payment of said contract being paid upon completion of project.

Completion Date: Subject to the terms and conditions of this Agreement, Developer shall complete all work on or before July 15th, 2023. The project must be approved to start on or before March 15<sup>th</sup>, 2023.

Indemnification: To the fullest extent permitted by law, the Developer shall be responsible for any and all injuries to persons or damages to property due to the activities of the Developer, subcontractors, suppliers, agents, or employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The Developer shall indemnify and hold harmless the City of Mascoutah, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Developer, its officers, employees, agents, its subcontractor or subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of



# Zagros Robotics

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the violation of any law, ordinance, order or decree. Notwithstanding the foregoing, Developer shall not be responsible for claims or losses to the extent caused by the act, omission, or negligence of the City or any of its officers, employees or agents. In addition, under no circumstances shall Developer be liable under this Agreement for any special, consequential, or punitive damages.

# Zagros Robotics

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## Insurance

The Developer shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City of Mascoutah and authorized to transact business under the laws of the State of Illinois. Coverage limits shall be written at not less than the minimum specified below. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated herewith or elsewhere, the City of Mascoutah does not warrant the adequacy of the types of insurance coverage, or the limits of liability specified.

### A. Workers Compensation and Employers Liability.

- (1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated below, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
- (2) Employers Liability.
  - a . Each Accident \$1,000,000
  - b . Disease-policy limit \$1,000,000
  - c . Disease-each employee \$1,000,000

### B. Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Developer; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- (1) General Aggregate Limit \$1,000,000
- (2) Products-Completed Operations Aggregate Limit \$1,000,000
- (3) Each Occurrence Limit \$1,000,000

### C. Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

- (1) Bodily Injury & Property Damage  
Liability Limit Each Occurrence \$1,000,000

# Zagros Robotics

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All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Developer may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the City of Mascoutah by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Should it be cause to engage in litigation to enforce these provisions, including enforcement of payment hereunder or under any purchase order or invoice, the prevailing party shall be entitled to expert witness fees, attorney's fees and costs.

Choice of Law; Disputes: The parties agree that the laws of the State of Illinois shall govern this Agreement. If a dispute arises out of or relates to this Agreement and cannot be settled through normal contract negotiations, Developer and City shall use mandatory non-binding mediation before having recourse in a court of law. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise. The parties agree that any lawsuit filed by either party regarding this Agreement shall be filed in the Circuit Court of St. Clair County, Illinois.



# Zagros Robotics

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## Terms of Payment

All amounts are payable in US funds and due 30 days from invoice date.

- Invoices shall only be paid for work actually performed or costs incurred.
- The last 20% of contract software development cost shall be paid only after all work is completed under the contract. All invoices not paid but otherwise not in dispute shall bear an interest rate of 2% per month until paid.

## Terms of Reimbursable Expenses

The City shall not be responsible for mileage or travel expenses to and from Developer's offices to Mascoutah. All costs incurred or expended by Developer up to the cancellation date shall be paid by the City, including, but not limited to, material, labor costs and fees.

## Miscellaneous

Force Majeure. Notwithstanding anything contained in this Agreement or a purchase order to the contrary, no party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from any of the following: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law, action or delays; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) inability or delay in obtaining supplies of adequate or suitable materials; (i) delays caused by the other party; and (j) other similar events beyond the control of the Impacted Party.

Independent Contractor. In the performance of all services, duties and obligations under this Agreement, Developer shall be, and at all times, acting and performing as an independent contractor with respect to the services performed under this Agreement. No relationship of employer or employee is created by this Agreement.

No Implied Warranties. Other than pursuant to a written warranty, Developer makes no implied or express warranties of any kind, all of which are hereby disclaimed, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.



# Zagros Robotics

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## **Order Cancellation Policy**

Cancellation of all or any part of an order based on this agreement must be submitted to Zagros Robotics, Inc. in writing and is subject to the following:

All costs incurred or expended by Developer up to the cancellation date shall be paid by the City, including, but not limited to material and labor costs and fees.

Issue all purchase orders to:

Zagros Robotics, Inc.  
PO Box 460342  
St. Louis, MO 63146  
Attn: Jamar Neal  
Phone:(314)703-1321  
E-mail: [jneal@zagroseng.com](mailto:jneal@zagroseng.com)



## City of Mascoutah

**TO:** Honorable Mayor and City Council  
**FROM:** Becky Ahlvin, City Manager *BAH*  
**DATE:** Feb. 2, 2023  
**SUBJECT:** City Manager – Annual 4th of July Picnic

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Staff received the attached proposal for our annual fireworks display at the July 4th Picnic. The price is approximately 15% more than last year for the same show due to the increase in the product price and shipping rates.

The City has several options:

1. Keep the same show as last year for a total of \$16,660. If we pay a minimum of 50% down by March 15, 2023, we could cut that price with a 7.5% discount, bringing the price to \$15,410.
2. Downsize the show to meet last year's show price of \$13,043.
3. No longer have fireworks/July 4th event.

In the past, the City operated the Beer Tent and staff would volunteer to work it. This was a great way for the city to pay for the fireworks with the profit from beer sales. The City also asked businesses to help sponsor the event. Over time, the City has struggled to find enough staff to volunteer to work the beer tent, leading to outsourcing the beer tent to a local not-for-profit that would put the money back into the community or park. The City stopped asking for sponsorships when COVID came, and the economy dropped. For the past few years, fireworks in the yearly budget.

In addition to the cost of fireworks, the picnic requires other expenses, including entertainment and employees. Employees that work on July 4 will be paid at the holiday pay rate, which is two-and-a-half times their normal hourly rate plus one-and-a-half times comp time.



3100 Broadway St. #1004  
Quincy, IL 62301  
www.fireworksauthority.com  
217-430-8651

City of Mascoutah, IL  
Melissa Schanz, City Clerk  
Mascoutah, IL 62258

Show Date: 7/4/22 Rain Date: \_\_

- 1.75" Assorted shells
- 12 2.5" Salute Shells
- 3" Salute Shells
- 120 2.5" Assorted Shells 120/1
- 72 3" Assorted Shells 72/1
- 72 4" Assorted Shells 36/1
- 24 5" Assorted Shells 24/1
- 18 6" Assorted Shells 9/1
- 4 8" Assorted Shells 6/1
- 10" Assorted Shells

322	Total Shell Count	
	1.4 cakes	4/1 - Case Price
	25 Shot Cake 1/2"	Price Ea.
6	1.3 Cakes	1/1 - Case Price
2	1.3 Cakes	2/1 - Case Price
	1.3 Cakes	4/1 - Case Price
8	Total Cake Boxes	
	2.5" Finale Chain ( Chains of 12)	Price per Chain
12	3" Finale Chains (Chains of 10)	Price per Chain
4	4" Finale Chains (Chains of 5)	Price per Chain
?	Finale shells	

- 1 Two Million Dollars Insurance Policy
- 1 50' Bundle Black Match and Squibs

**REPEAT CUSTOMER OFFER**

TOTAL \$16,660.00 Due prior to show, or:

7.5% Discount (\$1250.00) if minimum of 50% paid down with contract sigi

Show Total with discount (if elected): \$15,410.00

Thank you for having Fireworks Authority, Inc as part of your celebration!

Order Date: 1/24/23



**CUSTOMER/BUYER**

City of Mascoutah, IL  
 Mellissa Schanz, City Clerk  
 3 West Main Street  
 Mascoutah, IL 62258

Contract Date: 1/24/23

# CONTRACT



1515 Kentucky Street • Quincy, IL 62301

217-257-7400

www.fireworksauthority.com

info@fireworksauthority.com

**Show Date: 7/4/2023 Show Time: 9:30pm Rain Date: 7/5/23**

This agreement is made on the above date between Fireworks Authority, Inc. and **City of Mascoutah, IL**, (Customer). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows: Customer agrees to purchase the package display as attached to this sheet for the sum of: **\$16,660.00**, or accept a 7.5% discount if minimum of 50% paid down upon signing of this contract by 3/15/21, and the balance paid 10 day prior to show date. **Total with discount is: \$15,410.00**

1. Fireworks Authority, Inc. reserves the right to make substitutions of equal or greater dollar value in the event that some of the materials are unavailable. Customer agrees to return all unused materials and equipment to Fireworks Authority, Inc., undamaged, or if damaged or not returned, to pay for the same.

2. In the event that Fireworks Authority, Inc. determines that weather conditions on the presentation date are not suitable, the presentation shall take place on the next suitable night. If there is such a postponement, Customer agrees to pay Fireworks Authority, Inc., in addition to the above, any additional expenses incurred by Fireworks Authority, Inc.

3. Customer understands that Fireworks Authority, Inc. is not a manufacturer of the materials governed by this agreement. As such, Fireworks Authority, Inc. makes no representation or warranties of any kind or nature with respect to the quality of the materials used. All materials sold hereunder carry no warranty of merchantability or fitness for a particular purpose, and are sold "as is." Customer acknowledges that it is not relying on any representations or assertions by Fireworks Authority, Inc. with respect to the quality of the materials sold herein. Customer further acknowledges it is relying solely upon its examination and or testing of such materials. In no event shall Fireworks Authority, Inc. be liable for any loss, resulting from malfunction or non-delivery of materials, in any amount greater than the actual cost of such materials.

4. Customer represents to Fireworks Authority, Inc. that it is familiar with all legal requirements of the jurisdiction where the presentation will take place regarding this type of fireworks presentation. Customer further agrees to secure, at its expense, all permits and approvals that may be required by any law, regulation, code or local ordinance of the jurisdiction where the presentation will take place.

5. **Customer agrees to provide a safe-zone security area** for the presentation. This zone must meet NFPA Standards for the safe-zone and fall-out of debris. Those standards call for a safe-zone of 70 feet per inch of shell, with a minimum distance of 300 feet in any direction. Fireworks Authority, Inc. assumes no liability for damages of any kind or nature within this designated area. Customer agrees to post appropriate no-entry warning signs near the perimeter of this area.

6. Customer agrees to indemnify and hold Fireworks Authority, Inc. harmless for any loss, damages, claims or demand whatsoever arising out of Customer's activities under this contract, including, but not limited to claims of Customer's employees (whether as a worker's compensation claim, third-party claim or otherwise). In no event shall Fireworks Authority, Inc. be liable to Customer for any loss of profits, or other economics loss, arising out of any claim breach of obligations herein. It is agreed that Customer's damages under this contract are limited to the sums paid hereunder, which sum shall be deemed to be liquidated damages in full satisfaction. Fireworks Authority, Inc. is called upon to defend itself against any claims made against it as a result of any actions on part of Customer. Customer agrees to reimburse Fireworks Authority, Inc. for all costs associated with the defense of that claim, including attorney's fees and court costs.

7. If Customer fails to make payments as called for herein, customer agrees to pay, a two percent (2%) per month late payment fee on any outstanding balance, until paid in full. Time is of essence of this contract. If Fireworks Authority, Inc. is required to initiate collection proceedings against Customer, Customer shall be liable for the payment of all of Fireworks Authority, Inc. collection cost, including attorney's fees. Customer agrees that Adams County, Illinois is the proper venue to litigate any collections proceedings under this contract, and Customer hereby agrees to submit to the jurisdiction of the Court of competent jurisdiction of Adams County, Illinois for such purposes.

IN WITNESS WHEREOF, This contract is executed in duplicate on the date shown above.

Fireworks Authority, Inc

Customer/Buyer Signature

Title



## City of Mascoutah

**TO:** Honorable Mayor and City Council  
**FROM:** Becky Ahlvin, City Manager *BAH*  
**DATE:** Feb. 2, 2023  
**SUBJECT:** City Manager - Property Maintenance Appeals Board

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Section 29-1-64 of the City's Code states:

In order to protect existing structures in the jurisdiction by vigorous enforcement of the provisions of this Code, there shall be and is hereby created a property maintenance appeals board, hereafter referred to as the board. The board shall consist of the City Council of the City of Mascoutah.

Upon the advice of the City Attorney, staff recommends the Mayor and Council appoint a three-member board that would meet as needed to review appeals of property code violations.