

**STREETS & GRADES COMMITTEE MEETING
AGENDA**

June 20, 2016 6:00 P.M.

- I Call to Order/Roll call of Members and Staff**
- II Recognition of Guest Alderman**
- III Recognition of Other Guests**
- IV Public Participation**
- V Approval of Minutes from May 16, 2016**
- VI Director of Public Works**
- VII New Business**
 - 1. 2016 Infrastructure Program**
Consider approval of Ehret in the amount of \$110,997.00(MFT/TIF FUNDS)
 - 2. North Illinois Streetscape**
Consider approval of Volkert to perform Engineering Services for the North Illinois Streetscape. (TIF 3)
 - 3. 2016 Oil and Chip**
Consider approval of JTC, Petroleum in the amount of \$169,505.00(MFT/TIF FUNDS)
 - 4. Lake Shore Drive**
Consider approval of TWM to perform Engineering Services for Lake Shore Drive in the amount of \$8,500.00. (TIF 3)
- VIII Old Business**
 - Miscellaneous/Aldermanic Discussion**

STREETS & GRADES COMMITTEE MEETING MINUTES

5:30 P. M. MONDAY, May 16, 2016

Second Floor Conference Room- City Hall

IN ATTENDANCE Alderman Paul Seibert
CHAIRMAN Alderman Ken Kinsella
MEMBERS Alderman Mike Buettner
Alderman Kent Randle
Alderman Roger Wigginton
Alderman Phil Elmore
Alderman Raffi Ovian
Alderman Ed Dintelman

ABSENT Chuck Schaeffer, Director of Public Works
Mike Parks, Assistant Director of Public Works

STAFF Tim Gregowicz, City Engineer
Dean Hardt, City Treasurer
Tom Pour, Fire Chief

GUEST ALDERMEN

ATTENDING Michael Hagberg, Belleville, IL
Bruce Schopp
Maria Jaster
Keith Domesick
Jean Schlesinger
Yvonne Dietrick Thompson
Mike Koziatek
Judy Calhoun
Gary Calhoun
Marlene Strausbaugh
Dave Simonds
Sue Sutherland
Paul Sutherland

Alderman Seibert called the meeting to order at 6:00 P.M.

Alderman Wigginton made a motion to approve the minutes from April 18, 2016. seconded by Alderman Elmore.

Public Participation.

Michael Hagberg, asked about the costs per lane mile in regards to the pavement management service that was presented last month.

Maria Jaster, 19 Lake Shore Drive, stated that there has been storm water runoff between 18 and 19 Lake Shore Drive since May of 2015. They left a voicemail with Alderman Silsby who met with Tim Gregowicz and said the ball was rolling. There are sinkholes in the yards and orange fence around the holes. Jaster stated it was frustrating as a resident when she sees Lake Forest Drive repaved. When Lake Forest had an issue it was instantly repaired. Chairman Seibert, stated that someone would look into this matter.

Tim Gregowicz, City Engineer, stated that this project is in the budget for the 2016 year. A proposal was not received in time for this agenda and would be on next month's agenda. The project will fix the roadway and address the drainage between the 2 yards. The plan is to push

the water over into the lake. Main cause of the sinkholes in the yards is due to the fill material used under the dam. Until the voids under the dam are filled in, fixing the roadway is not a guarantee to fix the sinkholes. The goal is to have plans and fix the issue before the construction season is up.

Maria Jaster, Stated that they are not fixing the dam until the road is fixed. It will be a waste of time until the street is fixed properly. Discussion ensued over fixing the dam and roadway. Tim Gregowicz said construction is anticipated for late fall.

Public Works Department

Alderman Buettner stated that in front of 20 North 13th Street pavement was sinking and this is a recurring problem.

Alderman Elmore stated that there is a hole on Carlyle avenue that keeps coming back in front of Mandalay and he has talked to Jay Godt already regarding this. Tim Gregowicz, stated that this is IDOT Maintenance responsibility.

Alderman Ovian asked if Gregowicz had heard from IDNR about mine subsidence on N 95th. Gregowicz said that he did hear from them and the City has to show it is a safety issue.

Alderman Buettner said that South 18th was repaved but a five foot area is gravel. Gregowicz stated that it has always been rock and there is no base to add asphalt.

New Business

1. 2016 Ditching Program

Tim Gregowicz, City Engineer, stated this was to consider approval for Fournie in the amount of \$84,929 for the 2016 Ditching Program. This is done every year along with general maintenance. We received 2 bids for this project. One from Fournie and one from Hanks. This is used to fix any drainage issues. Because MFT is used to fund some of this there is an 8 day wait for the protest period. Alderman Kinsella made a motion to approve Fournie in the amount of \$84,929.00 for the 2016 Ditching Program. Alderman Elmore seconded the motion. All members present voted aye. Motion carried.

2. 2016 Sidewalk Program

Tim Gregowicz, City Engineer, stated this was to consider approval of Hanks in the amount of \$233, 723.50 for the 2016 Sidewalk Program. There were 3 bids for this project. This is MFT and TIF combined. Alderman Wigginton made a motion to approve Hanks in the amount of \$233, 723.50 for the 2016 Sidewalk Program. Alderman Ovian seconded the motion. All members present voted aye. Motion carried.

3. 2016 General Maintenance Culverts

Tim Gregowicz, City Engineer, stated this was to consider approval of Metal Culverts in the amount of \$9,500.00 for 2016 General Maintenance Culverts. Alderman Elmore made a motion to approve Metal Culverts in the amount of \$9,500.00 for 2016 General Maintenance Culverts. Alderman Kinsella seconded the motion. All members present voted aye. Motion carried.

4. 2016 General Maintenance Aggregates

Tim Gregowicz, City Engineer, stated this was to consider approval of Maedge Trucking in the amount of \$39,770.00 for 2016 General Maintenance Aggregates. Beelman has held this contract

for the past 5 years. Material is furnished and delivered to site. Quantities are refined every year based on Street Department usage. Alderman Elmore made a motion to approve Maedge Trucking in the amount of \$39,770.00 for 2016 General Maintenance Aggregates. Alderman Randle seconded the motion. All members present voted aye. Motion carried.

5. 2016 General Maintenance Asphalt

Tim Gregowicz, City Engineer, stated this was to consider approval of Maclair in the amount of \$158,400.00 for 2016 General Maintenance Asphalt. Alderman Ovian made a motion to approve Maclair in the amount of \$158,400.00 for 2016 General Maintenance Asphalt. Alderman Randle seconded the motion. All members present voted aye. Motion carried.

6. 2016 General Maintenance Salt

Tim Gregowicz, City Engineer, stated this was to consider approval of Morton Salt in the amount of \$169,700.00 for 2016 General Maintenance Salt. Gregowicz stated that this was a good time to bid because Missouri just bid all their salt so prices are low. Still planning on bidding with the County for a secondary source. The salt barn has about 5,000 tons in there now. Alderman Kinsella made a motion to approve Morton Salt in the amount of \$169,700.00 for 2016 General Maintenance Salt. Alderman Elmore seconded the motion. All members present voted aye. Motion Carried.

7. Various Surveying Services

Tim Gregowicz, City Engineer, stated this was to consider approval of Kuhlman Design Group to perform various surveying services in the amount of \$35,000.00(TIF 3). This would be for KDG to Stake and layout North Illinois. The project has been going at a good pace so this amount is based off of what is left for the North Illinois Streetscape. Alderman Ovian made a motion to approve Kuhlman Design Group to perform various surveying services in the amount of \$35,000.00. Alderman Kinsella seconded the motion. All members present voted aye. Motion carried.

8. R.O.W Vacation at Union Avenue and Huff Avenue

Tim Gregowicz, City Engineer, stated this was to consider approval of R.O.W Vacation request at Union Avenue and Huff Avenue. This is for the Edge development. Drawings were included in packets to show the area that would be vacated. There is a public hearing at tonight's city council meeting. Discussion ensued over need for vacation. Alderman Kinsella made a motion to approve R.O.W Vacation request at Union Avenue and Huff Avenue pending purchase of property. Alderman Dintelman seconded the motion. All members present voted aye. Motion carried.

9. EOC Parking Lot

Tim Gregowicz, City Engineer, stated this was to consider approval of Rooters in the amount of \$61,416.05 for the EOC parking lot (TIF 3). Tom Pour, Fire Chief, explained that there are 22 places plus 2 handicap spots. The EOC seats 60 people. So when there is a class there are not enough parking spaces. The bid came in at \$92,000.00, however there is only enough to approve \$61, 416.05. Alderman Kinsella made a motion to approve Rooters in the amount of \$61,416.05 for the EOC parking lot. Alderman Wigginton seconded the motion. All members present voted aye. Motion carried.

10. Dutch Hollow Bridge

Tim Gregowicz, City Engineer, stated this was to consider approval of Oates Associates in the amount of \$72,000.00 to perform phase II engineering services (CDBG). Alderman Kinsella made a motion to approve Oates Associates in the amount of \$72,000.00 to perform phase II engineering services. Alderman Ovian seconded the motion. All members present voted aye. Motion Carried.

Old Business

Miscellaneous/Aldermanic Discussion

Oil and Chip

Tim Gregowicz, stated that the Oil and Chip bid would be brought to the committee next month. IDOT sent a letter last week stating HFE-150 needed to be changed from gallons to tons. JTC Petroleum was the low bidder and we need to get into their schedule. Region 2 will be performed this year and since the bid came in lower than the estimate, there may be extra money for addition work. Also, the extra chat issue in the Ogles was mentioned to JTC.

Alderman Kinsella made a motion to adjourn the meeting seconded by Alderman Elmore at 6:27 p.m. All members present voted aye. Motion approved

Respectfully submitted,
Lauren Maule
Engineering Secretary



Bid Date: 06/13/16
 Time: 10:00 AM
 Project: 17 Infrastructure

Route CITY STREETS
 County ST. CLAIR
 Local Agency CITY OF BELLEVILLE
 Section 17-00000-04-GM

Pay Items	Units	Quantity	Engineer's Estimate		Ehret, Inc		Fournite		Heniks	
			UP	Total	UP	Total	UP	Total	UP	Total
LABORER - STRAIGHT TIME	HOUR	500.00	\$61.50	\$30,750.00	\$70.00	\$35,000.00	\$74.00	\$37,000.00	\$75.00	\$37,500.00
LABORER - TIME & ONE HALF	HOUR	16.00	\$92.25	\$1,476.00	\$103.00	\$1,648.00	\$102.00	\$1,632.00	\$109.00	\$1,744.00
LABORER - DOUBLE TIME	HOUR	3.00	\$123.00	\$369.00	\$103.00	\$309.00	\$115.00	\$345.00	\$125.00	\$375.00
OPERATOR - STRAIGHT TIME	HOUR	500.00	\$89.00	\$34,500.00	\$85.00	\$42,500.00	\$89.00	\$44,500.00	\$93.00	\$46,500.00
OPERATOR - TIME & ONE HALF	HOUR	15.00	\$103.50	\$1,552.50	\$122.00	\$1,830.00	\$124.00	\$1,860.00	\$135.00	\$2,025.00
OPERATOR - DOUBLE TIME	HOUR	3.00	\$138.00	\$414.00	\$122.00	\$366.00	\$145.00	\$435.00	\$155.00	\$465.00
CEMENT FINISHER - STRAIGHT TIME	HOUR	40.00	\$66.00	\$2,640.00	\$75.00	\$3,000.00	\$78.00	\$3,120.00	\$84.00	\$3,360.00
CEMENT FINISHER - TIME & ONE HALF	HOUR	3.00	\$99.00	\$297.00	\$117.00	\$351.00	\$117.00	\$351.00	\$120.00	\$360.00
CEMENT FINISHER - DOUBLE TIME	HOUR	1.00	\$132.00	\$132.00	\$117.00	\$117.00	\$130.00	\$130.00	\$145.00	\$145.00
PLUMBER - STRAIGHT TIME	HOUR	8.00	\$64.00	\$512.00	\$70.00	\$560.00	\$82.00	\$656.00	\$87.00	\$696.00
PLUMBER - TIME & ONE HALF	HOUR	1.00	\$96.00	\$96.00	\$85.00	\$85.00	\$118.00	\$118.00	\$120.00	\$120.00
PLUMBER - DOUBLE TIME	HOUR	1.00	\$128.00	\$128.00	\$85.00	\$85.00	\$148.00	\$148.00	\$140.00	\$140.00
MASONRY CREW (2 MAN CREW)	HOUR	6.00	\$82.50	\$495.00	\$75.00	\$450.00	\$125.00	\$750.00	\$140.00	\$840.00
BACKHOE (NO OPERATOR)	HOUR	181.00	\$18.50	\$3,348.50	\$15.00	\$2,715.00	\$24.00	\$4,344.00	\$15.00	\$2,715.00
EXCAVATOR (NO OPERATOR)	HOUR	22.00	\$105.00	\$2,310.00	\$35.00	\$770.00	\$44.00	\$968.00	\$40.00	\$880.00
LOADER (NO OPERATOR)	HOUR	5.00	\$13.00	\$65.00	\$5.00	\$25.00	\$13.00	\$65.00	\$10.00	\$50.00
ROLLER (NO OPERATOR)	HOUR	5.00	\$14.50	\$72.50	\$10.00	\$50.00	\$12.00	\$60.00	\$10.00	\$50.00
PAVEMENT BREAKER	HOUR	16.00	\$16.00	\$256.00	\$10.00	\$160.00	\$12.00	\$192.00	\$10.00	\$160.00
CONCRETE SAW (NO LABOR)	HOUR	8.00	\$25.00	\$200.00	\$25.00	\$200.00	\$27.00	\$216.00	\$10.00	\$80.00
SERVICE TRUCK	HOUR	576.00	\$7.00	\$4,032.00	\$7.00	\$4,032.00	\$8.00	\$4,608.00	\$8.00	\$4,608.00
SINGLE AXLE TRUCK W/ DRIVER	HOUR	11.00	\$58.00	\$638.00	\$55.00	\$605.00	\$80.00	\$880.00	\$80.00	\$880.00
TANDEM AXLE TRUCK (14 TON) W/ DRIVER	HOUR	70.00	\$72.00	\$5,040.00	\$90.00	\$6,300.00	\$90.00	\$6,300.00	\$90.00	\$6,300.00
TRACTOR TRAILER (21 TON) W/ DRIVER	HOUR	10.00	\$92.00	\$920.00	\$85.00	\$850.00	\$90.00	\$900.00	\$90.00	\$900.00
4X4 ORANGE FLOURESCENT SIGN	DAY	80.00	\$2.60	\$208.00	\$2.50	\$200.00	\$2.75	\$220.00	\$1.00	\$80.00
TYPE 2 BARRICADE	DAY	200.00	\$0.80	\$160.00	\$0.75	\$150.00	\$0.80	\$160.00	\$0.50	\$100.00
ARROW BOARD	DAY	6.00	\$32.50	\$195.00	\$25.00	\$150.00	\$35.00	\$210.00	\$20.00	\$120.00
GENERATOR	HOUR	6.00	\$15.00	\$90.00	\$4.00	\$24.00	\$5.00	\$30.00	\$5.00	\$30.00
TRENCH BOX	HOUR	8.00	\$18.00	\$144.00	\$10.00	\$80.00	\$12.00	\$96.00	\$10.00	\$80.00
CONFINED SPACE KIT	HOUR	6.00	\$15.00	\$90.00	\$10.00	\$60.00	\$7.50	\$45.00	\$5.00	\$30.00
MATERIALS	DOLLAR	7500.00	\$1.09	\$8,175.00	\$1.09	\$8,175.00	\$1.10	\$8,250.00	\$1.05	\$7,875.00
				\$99,370.50		\$110,997.00		\$118,844.00		\$119,488.00

Low Bid= \$110,997.00
 Low Bidder= Ehret, Inc
 As Read: 110897 \$0.00
 Difference= \$0.00
 \$118,844.00 \$119,488.00 \$0.00

Municipality City of Belleville	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Volkert, Inc.
Township				Address 1101 Eastport Plaza Dr, Suite 100
County St. Clair				City Collinsville
Section				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor Company or Companies to which the construction contract was awarded

Section Description

Name Various Route Various Length _____ miles Structure No. _____

Termini _____

Description
Construction observation and documentation on Various Roadway Projects in the City of Belleville.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	
Resident Construction Supervisor	\$130.00
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	
Eng Tech 1	\$110.00
Eng Tech 2	\$100.00
Eng Tech 3	\$85.00
Accountant	100.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2016. In event the services of the ENGINEER extend beyond 12/31/2016, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Belleville of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____
Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

ATTEST:

By _____

Title:

Title:

Approved

Date
Department of Transportation

Regional Engineer



Payroll Escalation Table
Fixed Raises
New Formula

FIRM NAME Volkert, Inc.
PRIME/SUPPLEMENT Prime

DATE 06/06/16
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 5/1/2016
RAISE DATE 10/1/2016

OVERHEAD RATE 125.47%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

5/1/2016 - 4/30/2017
12
12

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%



Bid Date: 05/16/16
 Time: 10:00 AM
 Project: Maintenance Materials: Oil and Chip

Pay Items	Units	Quantity	Engineer's Est		JTC	
			UP	Total	UP	Total
CM-13 (Blast Furnace Slag)	TN	2500.00	\$16.25	\$40,625.00	\$16.85	\$42,125.00
HFE-150	Gals	56000.00	\$2.30	\$128,800.00	\$1.78	\$99,680.00
MC-30	Gals	0.00	\$6.00	\$0.00	\$0.00	\$0.00
Truck Spread	TN	2500.00	\$8.00	\$20,000.00	\$8.00	\$20,000.00
Roller	TN	2500.00	\$1.00	\$2,500.00	\$3.08	\$7,700.00

Totals Westside: \$151,300.00 \$169,505.00



Contract Agreement for Transportation Engineering Services

For some projects **Thouvenot, Wade & Moerchen, Inc.** may use this more simplified Contract Agreement to confirm the work authorized by a client and then to proceed with that work. Although the format is designed to help your understanding, this agreement is a legal and binding contract between two parties, **TWM INC.**, and you as the **CLIENT**. When you see the words "us", "we", and "our" they generally mean **TWM INC.** When you see the words "you" or "your", they generally refer to you as the **CLIENT**. Often these projects begin with a telephone call to our office. Therefore, please read this Agreement carefully. It confirms our conversation, our understanding of the work you desire, and the terms and conditions under which we will do that work.

1. **SCOPE OF SERVICES.** You requested that we perform all of the following tasks:

- *Perform a Topographic survey of Lake Shore Dr. and the entire Stolberg Lake dam*
 - *The survey will be used as a baseline for any future issues with the dam.*
- *Perform a Boundary survey to establish right-of-way and property lines along the limits of the project.*
- *Deliverable for both Topographic and Boundary survey will be a Plat of Survey.*
- *Prepare the Plans, Specifications and Estimates (including IDOT MFT bid documents) for the roadway improvements to Lake Shore Dr., generally from Lakeside Terrace to 800' to the east.*
 - *The roadway design and typical section will be based on the geotechnical recommendations in the report dated September 30, 2015*
- *Assist the City during bidding and construction on an as-needed basis (hourly)*

2. **PROJECT LOCATION.** This project is located at *Lake Shore Drive, Belleville, IL (See attached Aerial)*. Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our Scope of Services. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

3. **INFORMATION WE NEED FROM YOU.** We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

N/A

4. **PROPOSED SCHEDULE.** We will not begin to work on this project until you accept this Contract and return it to us with your signature. We estimate we will be able to complete the work by the end of August 2016. However, we obviously do not control the schedule by which municipalities or regulatory agencies review or approve plans. Through this Contract you acknowledge that, as well as your understanding that municipalities and regulatory agencies may also require subsequent revision to the plans.

5. **INSURANCE.** We carry insurance protection from claims under the Workman's Compensation Act, general liability, automobile liability and other risks. We will provide you with evidence of those coverages if you request that we do so.

6. **QUALIFICATIONS.** We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

7. **FEES.** Our services will be provided in accordance with the following:

We will provide the services outlined above as follows:

- Topographic Survey Lump Sum Fee of **\$4,000**
- Boundary Survey Lump Sum Fee of **\$1,500**
- Preparation of Plans, Specifications, and Estimates Lump Sum Fee of **\$3,000**
- Bidding/Construction assistance will be provided at our **Hourly Rates**, as listed in our current **Schedule of Fees**, which is attached to this agreement. You will be billed for the number of hours it takes to complete this work multiplied by the fee for the job classification of each person working those hours. We did not provide an estimated cost to perform this work because the scope is either too undefined or we do not have enough information at this time to accurately estimate what the costs might be.



8. BILLING & PAYMENT. We will bill you on a monthly basis for any services under the Scope of Services above, as well as for any additional services you requested, and any reimbursable costs we have provided to date. If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. You must pay the full amount of the invoice unless a portion of the invoice is in dispute, and in that case you must pay any portion of the invoice that is not in dispute while we work to answer your questions or resolve any issue you have raised.

Our payment terms require that the full amount of our services be paid within 30 days of invoice. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. We also reserve the right to file a lien against your property.

9. SPECIFIC TERMS & CONDITIONS. In addition to the General Terms and Conditions below, please note the following:

- You are responsible for paying any permit and / or application fees, any fees required by municipal ordinance, code, or other regulatory agency, and any fees for activities including but not limited to legal recordation or title report.
- If any staking is required as part of this project and you ask that we reset survey stakes because previous stakes are damaged or destroyed by vandals or others, we will charge you extra for the additional time required.
- You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.
- Although we provide many different professional services, those that you have requested are listed above. We have no obligation to provide services to you beyond those listed, or to offer advice or direction on any other matters.

ACCEPTANCE. Assuming that this document accurately reflects our conversation and the terms under which we are to perform this work, please sign at this page, keep a copy for your records and return or mail the original signature copy to us. We will begin work when we have received the signed agreement and retainer.

This Agreement and the General Terms and Conditions below, as well as any other attachments comprise the final and complete agreement between you and us. It supersedes any prior communication, representation, or agreement, whether oral or written, relating to the subject matter of this Agreement. By signing this Agreement you acknowledge that you have read the document thoroughly, have had any questions explained and are satisfied. Amendments to this Agreement will not be binding unless made in writing and signed by both of us.

THOUVENOT, WADE & MOERCHEN, INC.

CITY OF BELLEVILLE

Sheila J. Kimlinger, P.E., S.E.
Manager, Transportation Department

Date

Tim Gregowicz, P.E.
City Engineer

Date

4940 Old Collinsville Road
Swansea, IL 62226
Phone: (618) 624-4488
Fax: (618) 624-6688

407 East Lincoln
Belleville, IL 62220
Mobile: (618)781-5469
Office: (618) 257-7649



LOCATION MAP



GENERAL TERMS AND CONDITIONS

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

TITLES. The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day's prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "us", "we", and "our" they generally refer to TWM INC., as well as our officers, partners, employees, agents and subconsultants.
- When you see the words "you" or "your", they generally refer to you as the CLIENT, as well as your officers, partners, employees, agents and subconsultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

TIMELINESS OF PERFORMANCE; DELAYS. We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

CERTIFICATIONS, GUARANTEES, & WARRANTIES. We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe the existence of those conditions and can not otherwise determine their existence. You agree not to make the resolution of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.



GENERAL TERMS AND CONDITIONS (CONTINUED)

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their member companies may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

STANDARD OF CARE. Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or subconsultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that in order to further protect all of us, you, we, and any subconsultants we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11 85, unless a different form is proposed and accepted by us.

UNAUTHORIZED CHANGES. In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

SUPPLANTING DESIGN PROFESSIONAL. If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also can not be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

DEFECTS IN SERVICE. Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

BETTERMENT. Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place: In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**GENERAL TERMS AND CONDITIONS (CONTINUED)**

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein.

ELECTRONIC MEDIA / FILES. Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

DISPUTE RESOLUTION. Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement, using the court system only as a last resort. However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us.

STATUTES OF REPOSE. Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Contract should be interpreted to 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 Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all you contracts with contractors and other entities involved in this project to carry out the intent of this Section.

FAILURE TO PAY FOR SERVICES PROVIDED. Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition we may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** We may suspend performance of services by giving you five (5) calendar days' notice. If we do so, we have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Contract.
- **TERMINATION OF SERVICES.** We may terminate this Contract. Payment remains due for services provided regardless of termination of this Contract by either of us.
- **MECHANICS LIEN.** We may file a lien against your property to protect our financial interests under this Contract.
- **LEGAL ACTION.** We may file suit against you to enforce the payment provisions of this Contract.

In the event that we find it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among others things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

GENERAL INDEMNIFICATIONS. You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, defaults to, and shall not exceed, \$2,500. This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

SEVERABILITY AND SURVIVAL. If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

ENTIRE AGREEMENT. This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.

ATTACHMENT FOLLOWS: CURRENT SCHEDULE OF FEES



ATTACHMENT II – SCHEDULE OF INSURANCE

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of Jan 1st, 2016.

General Liability Insurance - The Hartford Insurance Company

- **Commercial General Liability Insurance** - on a broad-form occurrence basis with limits of \$1,000,000 per each occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**
- **Cross Liability**

Automobile Liability Insurance - The Hartford Insurance Company

- **Automobile Liability Insurance** - personal injury and property damage with combined single limits (each accident) of \$1,000,000.

Excess / Umbrella Liability - The Hartford Insurance Company

- **Excess / Umbrella Liability** – on a broad-form occurrence basis with limits of \$10,000,000 per occurrence and in the aggregate.

Worker's Compensation Insurance - The Hartford Insurance Company / USL & H – All States

- **Worker's Compensation Insurance** – as required by statute, including Employers' Liability, with limits of:
 - \$1,000,000 each accident
 - \$1,000,000 disease – each employee
 - \$1,000,000 disease – policy limit

Professional Liability Practice Policy – Hall & Company – Ace American Insurance Company

- **A/E Professional Liability Insurance Policy** – with limits of \$2,000,000 per claim and \$2,000,000 in the annual aggregate.

THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

Principal	\$173.00
Senior Engineer	\$164.00
Project Engineer V	\$161.00
Project Engineer IV	\$149.00
Project Engineer III	\$129.00
Project Engineer II	\$122.00
Project Engineer I	\$115.00
Project Manager IV	\$150.00
Project Manager III	\$139.00
Project Manager II	\$123.00
Project Manager I	\$105.00
Senior Structural Engineer	\$175.00
Structural Engineer V	\$161.00
Structural Engineer IV	\$158.00
Structural Engineer III	\$137.00
Structural Engineer II	\$131.00
Structural Engineer I	\$125.00
Survey Crew (3 man crew)	\$236.00
Survey Crew (2 man crew)	\$184.00
Survey Crew (2 man crew w/Robotics or GPS)	\$196.00
Survey Crew (1 man w/Robotics or GPS)	\$141.00
Survey Crew (1 man w/3D Scanner)	\$195.00
Engineer III	\$102.00
Engineer II	\$98.00
Engineer I	\$92.00
Surveyor IV	\$139.00
Surveyor III	\$123.00
Surveyor II	\$108.00
Surveyor I	\$94.00
Management Construction Engineering Services	\$116.00
Construction Observation (Non-Professional Engineer)	\$105.00
3D Scanning Technician	\$95.00
Technician V	\$92.00
Technician IV	\$83.00
Technician III	\$77.00
Technician II	\$74.00
Technician I	\$66.00
Jr. Technician	\$39.00
Senior Electrical Designer	\$115.00
Senior Transportation Designer	\$112.00
Data Systems Manager	\$106.00
Cad Manager	\$103.00
Cad Designer III	\$94.00
Cad Designer II	\$88.00
Cad Designer I	\$73.00
Accountant II	\$105.00
Accountant I	\$76.00
Word Processing	\$68.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$187.00
Live Sewer Testing	\$249.00
Mandrel Testing 2 Technicians w/ Equipment	\$172.00
Live Sewer Testing	\$232.00
Video Testing 1 Technician w/ Equipment	\$199.00
2 Technicians w/Equipment	\$272.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$66.00
Travel (Non local) per Mile at current GSA rate.	

2015 Engineering Department

Category	Sub- Category	Fund	GL Code	Contract Date	Contract Amt.	Budget	Paid to Date	Balance	% Complete	Notes
Engineering Services	MFT Contracts	MFT	13-00-53200			\$50,000.00	\$0.00	50,000.00	100.0%	
Engineering Services	MFT Contracts McClintock (State)	MFT	13-00-53200							
Engineering Services	MFT Contracts	MFT	13-00-53200							
Engineering Services	MFT Contracts	MFT	13-00-53200							
Engineering Services	MFT Contracts	MFT	13-00-53200							
Publishing	Bid Ads	MFT	13-00-55300			\$600.00	\$191.16	408.84	31.9%	
Maint Supplies - Street Dept.	Aggregate	MFT	13-00-61400			\$86,765.00	\$0.00	86,765.00	0.0%	
Maint Supplies - Street Dept.	Asphalt	MFT	13-00-61400			\$162,800.00	\$0.00	162,800.00	0.0%	
Maint Supplies - Street Dept.	Culverts	MFT	13-00-61400			\$12,662.80	\$0.00	12,662.80	0.0%	
Maint Supplies - Street Dept.	Oil and Chip	MFT	13-00-61400			\$223,800.00	\$0.00	223,800.00	0.0%	
Maint Supplies - Street Dept.	Salt	MFT	13-00-61400			\$232,565.00	\$0.00	232,565.00	0.0%	
Maint Supplies - Street Dept.	Shiloh Valley Township	MFT	13-00-61400			\$3,700.00	\$0.00	3,700.00	0.0%	
Maint Supplies - Street Dept.	Smithton Road District	MFT	13-00-61400			\$3,500.00	\$0.00	3,500.00	0.0%	
Maint Supplies - Traffic	Signals/Street Lights	TIF 3	38-00-61800				\$9,554.85			
Maint Supplies - Traffic	Signals/Street Lights	MFT	13-00-61800			\$45,000.00				
Maint Supplies - Traffic	IDOT Shared	MFT	13-00-61800				\$1,289.03			
Maint Supplies - Traffic	IDOT	MFT	13-00-61800					#REF!	\$0.00	
Infrastructure	Inlet& Manhole Repair	MFT	13-00-85000			\$80,000.00		80,000.00	0.0%	
Ditching	Ditching	MFT	13-00-85000			\$80,000.00		80,000.00	0.0%	
			Grand total=							
Other Improvements	Sidewalk	MFT	13-00-89000			\$100,000.00	\$0.00	100,000.00	0.0%	
Other Improvements	Sidewalk (50/50 Participants-receivables)	MFT	13-00-36700				\$0.00			
Other Improvements	Asphalt Patch		13-00-89000			\$100,000.00	\$0.00	100,000.00	0.0%	
Other Improvements	Concrete Patch	MFT	13-00-89000			\$80,000.00	\$0.00	80,000.00	0.0%	
Other Improvements	Pavement Marking	MFT	13-00-89000			\$30,000.00	\$0.00	30,000.00	0.0%	
Other Improvements	Dutch Hollow Bridge	MFT	13-00-89000			\$100,000.00	\$0.00	100,000.00	0.0%	
			Grand total=				\$0.00			
Interfund Operating Trans	To Gen Fund for Streets	MFT	13-00-99900			\$300,000.00	\$0.00	300,000.00		
Engineering Services	2016 Engineering Services	TIF 3	38-00-53200			\$100,000.00	\$1,157.50	98,842.50	1.2%	
Engineering Services	2016 NPDES Work	TIF 3	38-00-53200			\$15,000.00	\$0.00	15,000.00	0.0%	
Engineering Services	Lakeshore Drive	TIF 3	38-00-53200			\$10,000.00	\$0.00	10,000.00	0.0%	
Engineering Services	East A Street	TIF 3	38-00-53200			\$100,000.00	\$0.00	100,000.00	0.0%	
Engineering Services	North Illinois Streetscape	TIF 3	38-00-53200			\$110,000.00	\$35,569.05	74,430.95	32.3%	
Engineering Services	West Belleville Bike Trail (FSP to Wesley)	TIF 3	38-00-53200			\$40,000.00	\$0.00	40,000.00	0.0%	
Engineering Services	6-17th Streetscape Engineering	TIF 3	38-00-53200			\$150,000.00	\$0.00	150,000.00	0.0%	
Engineering Services	Freeburg Avenue Roundabout	TIF 3	38-00-53200			\$20,000.00	\$0.00	20,000.00	0.0%	
			Grand total=			\$545,000.00		488,273.45	0.0%	
Streets	Streets	TIF 3	38-00-86000			\$100,000.00	\$216.00	99,784.00	0.2%	
Streets	Juanita Place Phase II	TIF 3	38-00-86000			\$250,000.00	\$0.00	250,000.00	0.0%	
Streets	North Illinois Streetscape Match	TIF 3	38-00-86000			\$300,000.00	\$0.00	300,000.00	0.0%	
Streets	Lakeshore Drive	TIF 3	38-00-86000			\$40,000.00	\$0.00	40,000.00	0.0%	
Streets	East A Street	TIF 3	38-00-86000			\$50,000.00	\$0.00	50,000.00	0.0%	
Streets	Prospect Street and N Charles Alley	TIF 3	38-00-86000			\$30,000.00	\$0.00	30,000.00	0.0%	
Streets	Baltimore Avenue	TIF 3	38-00-86000			\$ 20,000.00	\$0.00	20,000.00	0.0%	
	West Cleveland Patches	TIF 3	38-00-86000			\$ 10,000.00	\$0.00	10,000.00		
			Grand total=			\$800,000.00		689,784.00	0.0%	

Other Improvements	Asphalt Patch	TIF 3	38-00-89000			\$180,000.00	\$0.00	180,000.00	0.0%
Other Improvements	Sidewalks	TIF 3	38-00-89000			\$120,000.00	\$0.00	120,000.00	
Other Improvements	Sidewalks	TIF 8	50-00-89000			\$153,000.00	\$0.00	153,000.00	100.0%
Other Improvements	Concrrete Patch	TIF 3	38-00-89000			\$80,000.00	\$0.00	80,000.00	0.0%
Other Improvements	Traffic Signals	TIF 3	38-00-89000			\$20,000.00	\$0.00	20,000.00	0.0%
Other Improvements	Traffic Signals	TIF 16	58-00-89000				\$0.00		
Other Improvements	Pavement Markings	TIF 3	38-00-89000			\$30,000.00	\$0.00	30,000.00	107%
Other Improvements	Entrance Park Retaining Wall	TIF 3	38-00-89000			\$110,000.00	\$0.00	110,000.00	0.0%
Other Improvements	West A 20th to 23rd Curbs	TIF 3	38-00-89000			\$40,000.00	\$0.00	40,000.00	0.0%
Other Improvements	South Illinois Sidewalks	TIF 3	38-00-89000			\$50,000.00	\$0.00	50,000.00	0.0%
Other Improvements	Nichols Center Retain Wall	TIF 3	38-00-89000			\$50,000.00	\$0.00	50,000.00	
Other Improvements	Firehouse #4 Parking Lot	TIF 3	38-00-89000			\$50,000.00	\$0.00	50,000.00	
Other Improvements	Landscaping	TIF 3	38-00-89000			\$5,000.00	\$0.00	5,000.00	
	MISC	TIF 3	38-00-89000					0.00	
			Grand total=					888,000.00	
Land	Land Acquisition	TIF 3	38-00-81000			\$0.00	\$0.00	0.00	#DIV/0!
			Grand total=					0.00	
Infrastructure	2015 Infrastructure	TIF 3	38-00-85000			\$100,000.00	\$0.00	100,000.00	0.0%
Ditching	Ditching	TIF 3	38-00-85000			\$75,000.00	\$0.00	75,000.00	#REF!
			Grand total=					175,000.00	
Salaries - Regular	Office	General	01-88-42100			\$166,800.00	\$12,747.96	154,052.04	7.6%
Salaries - Part Time	Office	General	01-88-42200			\$53,700.00	\$2,682.75	51,017.25	5.0%
Salaries-Overtime	Office	General	01-88-42300			\$0.00	\$0.00	0.00	#DIV/0!
Maintenance Service/Veh	TWG	General	01-88-51300			\$4,000.00	\$566.00	3,434.00	14.2%
Engineering Services	TWG	General	01-88-53200			\$10,000.00	\$455.00	9,545.00	4.6%
Telephone	TWG	General	01-88-55200			\$1,900.00	\$481.00	1,419.00	25.3%
Publishing	BND	General	01-88-55300			\$1,300.00	\$205.32	1,094.68	15.8%
Printing	TWG	General	01-88-55400			\$600.00	\$0.00	600.00	0.0%
Dues	TWG	General	01-88-56100			\$600.00	\$0.00	600.00	0.0%
Travel	TWG	General	01-88-56200			\$500.00	\$0.00	500.00	0.0%
Training	TWG	General	01-88-56300			\$1,700.00	\$955.00	745.00	56.2%
Rentals	Watts-Lanier	General	01-88-59300			\$4,000.00	\$1,583.81	2,416.19	39.6%
Office Supplies	Office	General	01-88-65100			\$1,400.00	\$256.98	1,143.02	18.4%
Operating Supplies	Office	General	01-88-65200			\$1,200.00	\$61.00	1,139.00	5.1%
Automotive/Fuel	Office	General	01-88-65500			\$4,000.00	\$317.99	3,682.01	7.9%
Equipment	Office	General	01-88-83000			\$1,800.00	\$0.00	1,800.00	0.0%

6/1/2016