I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENT

V. REPORT OF CITY OFFICERS/DEPARTMENT HEADS

VI. CONSENT AGENDA (FOR ACTION)
   1. June 8, 2015 Regular Session Minutes (att)
   2. Bills Payable (att)
   3. Resolution #15-06 – CDAP Grant Resolution of Support (att)

VII. ITEMS REMOVED FROM CONSENT AGENDA (FOR DISCUSSION AND POSSIBLE ACTION)

VIII. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
   1. 2015 Street Project (att)
   2. Ordinance #15-12 – Authorizing Execution of an Agreement for Prosecution of Ordinance Offenses (att)
   3. Ordinance #15-13 – Allocation of City Funds for Repayment of IEPA Revolving Loan under the Water Pollution Control Program (att)
   4. Resolution #15-05 – Accepting Form of Easement from Whiteside County Agricultural Society (Fair Board) and Authorizing Action by Mayor to Execute Indemnification Agreement (att)
   5. Construction Engineering Agreement Fehr-Graham (att)

IX. OTHER ITEMS FOR CONSIDERATION, DISCUSSION & INFORMATION
   1. Discuss future of former water plant site (att)

X. ADJOURNMENT
The Morrison City Council met in Regular Session on June 8, 2015 at 7:00 p.m. in the Whiteside County Board Room, 400 North Cherry Street, Morrison, IL. Mayor Everett Pannier called the meeting to order. City Clerk Melanie Schroeder recorded the minutes.

Aldermen present on roll call were: Dale Eizenga, Michael Blean, Harvey Zuidema, Mick Welding, Vernon Tervelt, Dave Helms and Scott Connelly. Alderman Curt Bender was excused.

Other City Officials present included: City Administrator Barry Dykhuizen, City Attorney Tim Zollinger, Chief of Police Brian Melton, City Engineer Shawn Ortgiesen, City Treasurer Evan Haag, and Director of Public Works Gary Tresenriter.

Mayor Pannier opened the meeting to public comment. The public commented on the following: citations given to vehicles parked downtown after 2 a.m. on 5/11/15.

Mayor Pannier recognized the Boy Scouts who were present. They are working on a merit badge.

Chief Melton stated that the Everbridge system is nearing readiness. One more training call with staff is scheduled in the near future.

Director Tresenriter has been contacted by the Union Pacific Railroad regarding the replacement of the northern set of rails. This is scheduled to begin Friday or Saturday and will last for 3 days. Jackson Street will be closed and once open, Genesee, Cherry and Orange Streets will be closed all at once. Heaton Street will remain open at all times.

Alderman Connelly requested Mayor Pannier remove Resolution #15-05 from the Consent Agenda. The topic was removed and will be discussed during Items for Consideration and Possible Action.

Alderman Eizenga moved to approve the Consent Agenda, which consisted of the following: May 26, 2015 Regular Session Minutes; Bills Payable; Ordinance #15-09 – Prevailing Wage Ordinance; #15-10 – Disposal of Surplus Property; and Request for Street Closure – Morrison Farmer’s Market – Evening Market, seconded by Alderman Blean. On a roll call vote of 7 ayes (Blean, Zuidema, Welding, Tervelt, Helms, Connelly, Eizenga) and 0 nays, the motion carried.

Items for Consideration and Possible Action:
1) Alderman Blean moved to approve Resolution #15-05 – Tech Drive/MIT Sewer Line Easements Agreement, seconded by Alderman Eizenga. On a roll call vote of 6 ayes (Zuidema, Welding, Tervelt, Helms, Eizenga, Blean) and 1 recuse (Connelly), the motion carried.
2) Alderman Helms moved to adopt Ordinance #15-11 – Depository Services, seconded by Alderman Tervelt. On a roll call vote of 7 ayes (Welding, Tervelt, Helms, Connelly, Eizenga, Blean, Zuidema) and 0 nays, the motion carried. This ordinance establishes Triumph Community Bank as the depository location for all municipal banking accounts.

3) Alderman Eizenga moved to approve Resolution #15-04 – Accepting Final Plat for Sunrise Addition, seconded by Alderman Zuidema. On a roll call vote of 7 ayes (Tervelt, Helms, Connelly, Eizenga, Blean, Zuidema, Welding) and 0 nays, the motion carried.

Other Items for Consideration, Discussion & Information:

1) Engineer Ortgiesen made a presentation regarding a reduction to the scope of road work on Orange Street. The proposal was to concentrate on the intersection of Main Street and Orange Street, reducing the project scope by removing work the area across the railroad tracks to Wall Street. Following the presentation, council would like to again review the costs of doing a portion of East Wall Street; to compare costs of this project to the Orange Street project. Further discussion will be at the June 22 Council meeting.

Executive Session:

1) Pursuant to 5 ILCS 120/2(c)(21), Alderman Eizenga moved to enter Executive Session to consider the release of executive session minutes, seconded by Alderman Zuidema. On a roll call vote of 7 ayes (Helms, Connelly, Eizenga, Blean, Zuidema, Welding, Tervelt) and 0 nays, the motion carried. Executive Session began at 8:30 p.m.

2) Regular session resumed at 8:33 p.m.

Alderman Wood moved approve Resolution #15-03 – Release of Executive Session Minutes, seconded by Alderman Bender. On a roll call vote of 7 ayes (Eizenga, Blean, Zuidema, Welding, Tervelt, Helms, Connelly) and 0 nays, the motion carried.

Being no further business, Alderman Welding moved to adjourn the meeting, seconded by Alderman Tervelt. On a voice vote, the motion carried.

Meeting adjourned the meeting at 8:34 p.m.

Approved:

______________________________
Everett Pannier, Mayor

______________________________
Melanie T. Schroeder, City Clerk
Memo

To: Mayor and Council
From: Melanie Schroeder, City Clerk/Collector
Date: 6/17/2015
Re: Bills Payable

The Bills Payable lists are in the amount of $59,022.34.
Pre-paid checks are #50500-50503.

Council Members having questions regarding bills should contact Mayor Pannier or CA Dykhuizen via phone, email or personal visit prior to the meeting.
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- General Fund / Parks and Rec: $33.84

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- General Fund / Parks and Rec: $33.84

### Water / Sewer / Parks and Rec
- General Fund / Public Safety: $117.50
- General Fund / Parks and Rec: $33.84

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RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS

Resolution No. 15-06

WHEREAS, the City Morrison, is applying to the State of Illinois for a Community Development Assistance Program (CDAP) grant,

WHEREAS, it is necessary that an application be made and agreements be entered into with the State of Illinois, and

WHEREAS, criteria of CDAP are such that financial participation by the grantee is required in conjunction with CDAP funds.

NOW, THEREFORE, BE IT RESOLVED as follows:

1) that the City of Morrison apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.

2) that Mayor, Pannier and City Clerk, Melanie Schroeder on behalf of the City of Morrison execute such documents and all other documents necessary for the carrying out of said application.

3) that Mayor, Pannier and City Clerk, Melanie Schroeder are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

4) that the City of Morrison does hereby commit funds from the sewer fund for use in conjunction with an Illinois Community Development Assistance Program grant, such funds to equal 24% of the estimated total project cost of $417,743.00 or $99,311.00.

Passed and approved this 22nd day of June, 2015

_______________________________________
Everett Pannier, Mayor

ATTEST:

_____________________________________
Melanie, Schroeder, City Clerk
June 18, 2015

Gary Tresenriter, Director of Public Works
City of Morrison
200 West Main Street
Morrison, Illinois 61270

Re: Potential 2015 Street Project
    Wall Street & Jackson Street

Dear Mr. Tresenriter,

As discussed at the June 8th City Council meeting, the City of Morrison has decided to review the proposed street project for 2015. With the recommendation to revise the limits of the Orange Street project due to additional coordination needed with the Union Pacific Railroad and the Illinois Department of Transportation, the Wall Street project at Jackson Street has been suggested for further review.

Please find attached the following cost estimates:

1) **Jackson Street** - Pine Street to Wall Street
   (Grind 6’ Wedge at Gutter and Overlay $31,290.75)

2) **Wall Street** - Clinton Street (IL 78) to Jackson Street
   (Grind and Overlay $124,324.20)

3) **Wall Street** - Ash Avenue to Jackson Street
   (Remove and Replace the Curb & Gutter - Grind & Overlay $129,594.73)

As you can see on the attached Exhibit, there are two options that will be in the cost range that was proposed for the Orange Street project. The first option is to combine Estimate No. 1 and Estimate No. 2 for a total cost of $155,614.95. The second option is to combine Estimate No. 1 and Estimate No. 3 for a total cost of $160,885.48.

Please note that the option of replacing the curb and gutter (Estimate No. 1 & 3) will require more detailed plans and may not be able to be built yet this year.

Please review and contact me with any questions or comments.

Sincerely,

Shawn L. Ortgiesen, PE
Project Manager

SLO:rfs
O:\Morrison, City of\12-212\Correspondence\SLO_12-212_Morrison_Tresenriter_Wall Street & Pine_6-18-15.docx
Location and brief description (Sta. and land description of beginning; Sta. only for end for county and road districts; street limits for municipality.)
Jackson Street from Pine Street to Wall Street

Project will include grinding 6-feet of surface in front of the existing curb and gutter, patching 10% of the pavement, and overlaying with 2 1/4 inches of hot-mix and curb ramps for sidewalk. Patching areas will include 8-inches of aggregate base and 4-inches of hot-mix.

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Total Project Length: 200 feet
Net Length: 200 feet

Made by Shawn Ortgiesen, P.E. Date 06/18/2015
Checked by Date

Total Estimated Cost: $31,290.75

Page 1 of 1 BLR 11510 (Rev. 7/05)
Printed on 6/18/2015 12:32 PM
(Construction) Estimate of Cost

Location and brief description (Sta. and land description of beginning; Sta. only for end for county and road districts; street limits for municipality.)

Wall Street from the east side of Clinton Street (IL 78) to Jackson Street

Project includes grinding the existing surface, patching 10% of the pavement, and overlaying with 2 1/4 inches of hot-mix and curb ramps for sidewalks. Patching areas will include 8-inches of aggregate base and 4-inches of hot-mix.

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Page Total $124,324.20

Made by Shawn Ortgiesen, P.E. Date 06/18/2015

Checked by Date
(Construction) Estimate of Cost

Location and brief description (Sta. and land description of beginning; Sta. only for end for county and road districts; street limits for municipality.)
Wall Street from the east side of Ash Avenue to Jackson Street

Project includes removing the existing curb and gutter and replacing with new curb and gutter, grinding the existing pavement surface, patching 10% of the pavement, and overlaying with 2 1/4 inches of hot-mix and curb ramps for sidewalks. Patching areas will include 8-inches of aggregate base and 4-inches of hot-mix.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Items</th>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
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Total Project Length: 830 feet
Net Length: 830 feet

Page Total: $129,594.73

Made by Shawn Ortgiesen, P.E. Date 06/18/2015
Checked by Date
CITY OF MORRISON

GRIND AND OVERLAY
PROJECT LENGTH: 1661 FEET
ESTIMATED COST: $155,614.95

CITY OF MORRISON

CURB AND GUTTER
REPLACEMENT ON WALL ST.
PROJECT LENGTH: 1030 FEET
ESTIMATED COST: $160,885.48

EXHIBIT
CITY OF MORRISON, IL

06/18/15
Ordinance No. 15-12

ORDINANCE AUTHORIZING EXECUTION OF
AN AGREEMENT FOR PROSECUTION OF ORDINANCE OFFENSES

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and specifically Section 3 of said Act, provides that any power, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the City of Morrison, Illinois (the “City”) and the County of Whiteside (the “County”) are units of government; and

WHEREAS, the County desires to enter into an Agreement with the County in order to empower the County to prosecute ordinance violations, as more specifically set forth in the Agreement attached hereto and incorporated herein as Exhibit A (the “Intergovernmental Agreement”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISON, as follows:

SECTION 1: The preambles to this Ordinance are true and correct and are hereby incorporated in this Ordinance as if fully set forth in this Section 1.

SECTION 2: The Mayor be, and he is hereby authorized and directed to execute, and the City Clerk is hereby directed to attest, the Intergovernmental Agreement in substantially the form attached hereto and incorporated herein as Exhibit A. From and after the effective date of this Ordinance, the Mayor and the City Clerk are hereby authorized and directed to execute said Intergovernmental Agreement and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the Intergovernmental Agreement.

SECTION 3: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 4: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.
Passed by the Mayor and the City Council of the City of Morrison on the _____ day of June, 2015.

______________________________
Mayor

ATTEST

______________________________
City Clerk
EXHIBIT A

(attach Intergovernmental Agreement)
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF MORRISON, ILLINOIS, A MUNICIPAL CORPORATION,
COUNTY OF WHITESIDE, A BODY POLITIC

This Agreement is ______ day of June, 2015, between the City of Morrison, Illinois, a
municipal corporation (herein referred to as “Morrison”) and the County of Whiteside, a body
politic (herein referred to as “County”), Morrison and the County are hereinafter referred to
individually as “Party” and together as “the Parties.”

WHEREAS, Article VII of the Illinois Constitution and including without limitation the
Intergovernmental Cooperation Act, 5 ILCS 220/3, encourage and permit intergovernmental
cooparation between units of local government; and

WHEREAS, Morrison, from time to time, issues citations for violation of its City
Ordinances, (i.e. Municipal Code) which necessitates prosecution through the court system of
Whiteside County, the Fourteenth Judicial Circuit; and

WHEREAS, the County has proposed that it work together with Morrison for more
efficient prosecution of ordinance violations, to maximize use of public resources; and

WHEREAS, Morrison desires to authorize the County to prosecute ordinance violation
 citations which may from time to time be filed by Morrison in the Circuit Court of Whiteside
County in accordance with the terms and conditions of this Agreement; and

WHEREAS, the resources of government and taxpayers located within the City of
Morrison and the County will be more effectively and economically served by each Parties’
cooperation and agreement to the terms and conditions of this intergovernmental agreement.

NOW, THEREFORE, and in consideration of the foregoing and mutual promises of the
Parties contained herein and for other good and valuable consideration, the receipt and
sufficiency of which is acknowledged, the Parties agree as follows:
1. **Incorporation of Recitals and Exhibits.** The recitals to this agreement are hereby incorporated as if fully set forth herein.

2. **Term, Termination and Extension.**

   A. Unless sooner terminated the term of this Agreement shall be for a period of one year from the date of execution, and shall continue in full force and effect from year to year thereafter unless terminated pursuant to Subsection B.

   B. This Agreement may be terminated as follows:

   (i) Upon written agreement of the Parties, or

   (ii) Upon 90 days notice, in writing, served by one Party on the other Party in accordance with the notice provisions of this Agreement.

3. **County Prosecution.** The County, through the office of the State’s Attorney, agrees to prosecute all ordinance violation citations filed by Morrison with the Clerk of the Circuit Court’s office in Whiteside County. In exchange for the County undertaking prosecution, Morrison shall remit payment to the County in the amount of $75.00 per citation filed which shall become a debt payable by the City upon and only after the date of the first appearance set for any such ordinance violation citation.

4. **Invoices.** Unless agreed in writing by the Parties the County shall invoice Morrison quarterly for the cost of all such prosecutions, which payments shall be made to the County within 30 days of receipt of said invoice.

5. **Duties of the County.** The County, upon acceptance and notice of an ordinance violation citation being filed in the Clerk of the Circuit Court office in Whiteside County, shall undertake representation of the City and prosecute said ordinance violation to its conclusion and/or other orderly disposition. The Parties acknowledge that any ordinance citation violation
shall not require the State’s Attorney’s office to continue prosecution, where the matter appears to be going to be proceeding to a trial by jury, in which circumstance the County shall give prompt notice to the Morrison City Attorney to permit expeditious transfer of prosecuted obligations so that the matter may be completed.

6. **Conflict of Interest.** The Parties acknowledge that this Agreement shall not require the State’s Attorney to prosecute any ordinance violation where, in the sole discretion of the State’s Attorney, a conflict of interest or other good cause exists for decline of prosecution of the violation on behalf of the Morrison. The State’s Attorney shall give the Morrison City Attorney notice of all such circumstances of conflict or decline to prosecute.

7. **Notices.** Any notices required to be served, or desired to be served, by the Parties pursuant to this Agreement shall be done to the following addresses:

   County of Whiteside  
c/o Trish Joyce, State’s Attorney  
Whiteside County Courthouse  
200 E. Knox Street  
Morrison, IL 61270

   City of Morrison  
c/o City Administrator  
200 West Main Street  
Morrison, IL 61270

   City Attorney, City of Morrison  
Attn: Tim Zollinger  
Ward, Murray, Pace & Johnson, P.C.  
202 E. Fifth Street  
Sterling, IL 61081

8. **Approval of Agreement.** This Agreement shall become effective at the time after which each governmental body has approved and authorized execution of this Agreement. By virtue of execution of the Agreement, each Party represents that all steps necessary to be taken for approval of the Agreement have been complied with.
9. **Governing Law.** This Agreement and the rights and responsibilities of the Parties shall be interpreted and enforced in accordance of the laws of the State of Illinois.

10. **Amendments.** This Agreement may not be amended except by means of a written document, dated contemporaneously with or subsequent to the date of this Agreement and signed by an authorized representative of both Parties.

11. **Assignment.** Neither Party may assign any rights or duties under this Agreement without the written consent of the other Party.

---

**COUNTY OF WHITE SIDE**

By____________________________________

Trish Joyce, State’s Attorney

---

**CITY OF MORRISON**

By____________________________________

Mayor

---

ATTEST:

____________________________________

City Clerk
CITY OF MORRISON

ORDINANCE NO. 15 - 13

ORDINANCE AUTHORIZING THE ALLOCATION OF CITY FUNDS
FOR REPAYMENT OF ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY REVOLVING LOAN UNDER THE
WATER POLLUTION CONTROL LOAN PROGRAM

ADOPTED BY THE
COUNCIL
OF THE
CITY OF MORRISON

THIS ____ DAY OF ________________, 2015

Published in pamphlet form by authority of the Council of the City of Morrison, this _____ day of___________________, 2015.
ORDINANCE NO: 15-13

ORDINANCE AUTHORIZING THE ALLOCATION OF CITY FUNDS FOR REPAYMENT OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY REVOLVING LOAN UNDER THE WATER POLLUTION CONTROL LOAN PROGRAM

WHEREAS, the City of Morrison, Whiteside County, Illinois, operates its sewerage system ("the System") in accordance with the provisions of the Illinois Municipal Code, 65 ILCS 5/11-141 and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, "the Act"), and

WHEREAS, the City Council of the City of Morrison has determined that it is advisable, necessary, and in the best interest of public health, safety, and welfare to improve the System, by undertaking the following:

PROJECT DESCRIPTION:
Construction of a new wastewater treatment plant located on the south side of the City of Morrison, together with any land or rights in the land and all electrical, mechanical, or other services necessary, useful or advisable to the construction and installation (the Project), all in accordance with the plans and specifications prepared by consulting engineers of the City; which Project has an estimated useful life of 30 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial, and other related expenses is approximately $25,000,000, and there are insufficient funds on-hand and lawfully available to pay these costs; and

WHEREAS, monies are available under the Illinois Environmental Protection Agency program, which loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, it is expected that the principal and interest payment shall be payable semi-annually, and the loan shall mature in not less than 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for from a loan to the City of Morrison from the Water Pollution Control Loan Program through the Illinois Environmental Protection
Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Morrison is authorized to borrow funds from the Water Pollution Control Loan Program in an aggregate principal amount not to exceed $25,000,000.00 to provide funds to pay the costs of the Project;

WHEREAS, the loan to the City of Morrison shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City of Morrison and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it Ordained by the Corporate Authorities of the City of Morrison, Whiteside County, Illinois as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Morrison to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Morrison in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed $25,000,000.00

SECTION 3. PUBLICATION

This Ordinance, together with a Notice in statutory form (attached as Exhibit A), shall be published once within ten days after passage in the Whiteside News Sentinel, a newspaper published and of general circulation in the City of Morrison, and if no petition, signed by electors numbering 10% or more of the registered voters in the City of Morrison (i.e. 263) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the City of Morrison, is filed with the City of Morrison Clerk within 30 days after the date of publication of this Ordinance and Notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the City of Morrison Clerk to any individual requesting one.
SECTION 4. ADDITIONAL ORDINANCES

If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the system, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Morrison may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Morrison, to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 5. LOAN NOT INDEBTEDNESS OF CITY OF MORRISON

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Morrison pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System and the loan does not constitute an indebtedness of the City of Morrison within the meaning of any constitutional or statutory limitation.

SECTION 6. APPLICATION FOR LOAN

The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365, and directed to sign all documents necessary to facilitate compliance with the same.

SECTION 7. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement.
Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 8. AUTHORIZATION OF THE MAYOR TO EXECUTE LOAN AGREEMENT

The Mayor and City Clerk are hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provision of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.
PASSED by the Corporate Authorities

On______________, 2015
Approved______________, 2015

___________________________
Mayor, Everett Pannier, City of Morrison
Whiteside County, Illinois

AYES:
NAYS:
ABSENT:

PUBLISHED in the Whiteside News Sentinel on______________, 2015.

RECORDED in the City of Morrison Records on______________, 2015.

ATTEST:

___________________________
Clerk, Melanie T. Schroeder, City of Morrison
Whiteside County, Illinois
NOTICE OF INTENT TO BORROW FUNDS AND RIGHT TO FILE PETITION

NOTICE IS HEREBY GIVEN that pursuant to Ordinance Number 15-11, adopted on [insert date], the City of Morrison, Whiteside County, Illinois (the “ENTITY”), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed $25,000,000.00 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the sewerage system of the City of Morrison. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition is signed by 263 or more electors of the City of Morrison (being equal to 10% of the registered voters in the City of Morrison), requesting that the question of improving the sewerage system and entering into the Loan Agreement is submitted to the City of Morrison Clerk within 30 days after the publication of this Notice, the question of improving the sewerage system of the City of Morrison as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the City of Morrison at the next election to be held under general election law on March 15, 2016. A petition form is available from the office of the Morrison City Clerk.

Melanie T. Schroeder
Morrison City Clerk
City of Morrison of Whiteside County, Illinois
CERTIFICATION

I, Melanie T. Schroeder, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Morrison. I do further certify that the above and foregoing, identified as Ordinance Number 15-11, is true, complete, and correct copy of an ordinance otherwise identified as ORDINANCE AUTHORIZING LOAN AGREEMENT, passed by the City Council of the City of Morrison on the [INSERT PASSAGE DATE], and approved by the Mayor of the City of Morrison on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Morrison.

Dated the __________day of ____________, 2015

________________________________________
Melanie T. Schroeder
Morrison City Clerk
City of Morrison of Whiteside County, Illinois
RESOLUTION NO. 15-05

A RESOLUTION ACCEPTING FORM OF EASEMENT FROM WHITESIDE COUNTY AGRICULTURAL SOCIETY (FAIR BOARD) AND AUTHORIZING ACTION BY MAYOR TO EXECUTE INDEMNIFICATION AGREEMENT

WHEREAS, the City will be undertaking construction of a new Waste Water Treatment Plant, which plant will require an easement from the Whiteside County Agricultural Society, and

WHEREAS, the City Council desires to accept the Easement that will be signed and tendered by the Board of the Whiteside County Agricultural Society and provide the authority to execute any necessary indemnification agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Morrison, Illinois, as follows:

SECTION 1. The form of Easement to be received from Whiteside County Agricultural Society, in substantially the format attached hereto as Exhibit A, is accepted and approved. Upon receipt by the City of a signed copy, the Clerk is directed to record the Easement, at the earliest convenient opportunity.

SECTION 2. The Mayor is authorized to execute all documents necessary to provide Indemnification to the Whiteside County Agricultural Society, including but not limited to environmental indemnification.

SECTION 3. Be it further resolved that all Resolutions and parts of Resolutions in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 4. Be it further resolved that this Resolution shall be in full force and effect from and after its passage and approval and publication as required by law.

SECTION 5. This Resolution is read and approved this ___ day of June, 2015.

________________________________________
Mayor

ATTEST:

_____________________________________
City Clerk
KNOW ALL MEN BY THESE PRESENTS, that WHITESIDE COUNTY CENTRAL AGRICULTURAL SOCIETY, a/k/a WHITESIDE COUNTY CENTRAL AGRICULTURAL ASSOCIATION, Grantor, for and in consideration of the benefits accruing to the said Grantor and the sum of Ten Dollars ($10.00) paid by the Grantee, to the Grantor, the receipt of which is hereby acknowledged, hereby gives, grants, and conveys to the CITY OF MORRISON, a municipal corporation organized under the laws of the State of Illinois, Grantee, and to the successors and assigns of said Grantee, a non-exclusive Permanent Easement and Temporary Construction Easement (Collectively “Easement”), and the right to construct an underground water main, sanitary sewer main and sanitary force main and their related manholes and apparatus herein, collectively referred to as “Utilities,” or “Utility Facilities” the right to maintain and make all necessary repairs to said underground Utility Facilities, as may be reasonable and proper, including the reconstruction or replacement of said Utility Facilities, together with the right of ingress and egress for the purpose of constructing and maintaining Utility Facilities, together with the right to construct and maintain the necessary appurtenances for said Utility Facilities over, along, upon and through said Permanent Easement hereinafter described and including the right to abandon in place said Utility Facilities.

For purposes of this document, “Utility Facilities” means municipal utilities, including but not limited to water and sanitary sewer services provided by the City of Morrison, Illinois, or its successors in interest or assigns as a utility service to customers or citizens.

The Permanent Easement is more particularly described as follows:

PERMANENT EASEMENT:

The centerline of a utility easement, being a part of the Southwest Quarter of Section 18 and the Northwest Quarter of Section 19, Township 21 North, Range 5 East of the Fourth Principal Meridian, County of Whiteside, State of Illinois, described as follows:
Commencing at the intersection of the South line of Winfield Street and the East line of the West half of said Southwest Quarter of Section 18; thence South 00 degrees 22 minutes 50 seconds West (assumed bearing) a distance of 718.30 feet, more or less to the Southeast corner of the premises described in Deed Book 328 on page 237 as recorded in the Whiteside County Recorder’s Office; thence South 83 degrees 02 minutes 15 seconds West on and along the South line of said premises, a distance of 164.85 feet, more or less
to the centerline of a dual forcemain pipe improvement and the Point of Beginning of the aforesaid Utility easement, said point also being at station 404+29.37 along said centerline; thence South 37 degrees 24 minutes 29 seconds East on and along last named centerline a distance of 88.35 feet; thence South 22 degrees 54 minutes 59 seconds East on and along last named centerline a distance of 292.04 feet; thence South 25 degrees 26 minutes 32 seconds East on and along last named centerline a distance of 650.83 feet; thence South 13 degrees 29 minutes 50 seconds East on and along last named centerline a distance of 148.43 feet, more or less to the intersection with the West line of the premises described in Document No. 2011-03343 as recorded in said Recorder’s Office, said point also being at station 416+09.02 along said centerline and being the Point of Terminus. Heretofore said Utility easement is twenty (20) feet wide. All being situated in the County of Whiteside and State of Illinois.

PIN: 09-18-377-001 and -09-18-377-007

The Temporary Easement is more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT:

A sixty (60) foot wide temporary construction easement, measured perpendicular off the Westerly easement line of the heretofore said Permanent Easement. All being situated in the County of Whiteside and State of Illinois.

PIN: 09-18-377-001 and 09-18-377-007

Said Temporary Construction Easement shall be for a period of 36 months from the date of this Easement.

The Permanent Easement property described and the Temporary Construction Easement property described are collectively referred to herein as the “Easement Property.”

All situated in the County of Whiteside in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

1. **Grantor/Grantee Rights.**

   A. Grantor and Grantor’s successors and assigns hereby agree that Grantee’s officers, agents, employees, or persons under contract with it, may, subject to the specific terms and conditions set forth herein, at any and all times, when necessary and convenient to do so, go over and upon the Easement Property, and do and perform any and all acts necessary and convenient to the carrying into effect the purpose for which this grant is made and Grantor shall not disturb, injure, molest or in any manner interfere with any Utility Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement Property.
Grantor further grants to Grantee and its assigns the right to enter upon the Easement Property and remove from the surface there from any items, including trees, shrubs, overgrowth, buildings or other structures which may interfere with or obstruct the Grantee from exercising the rights granted hereunder.

Grantee acknowledges that Grantor uses the surface area of the Easement Property for County Fair purposes during the month of August. To the extent feasible, Grantee shall refrain from installing, maintaining or repairing the utilities contemplated herein during the month of August. However, Grantee may do necessary repairs or maintenance during the month of August when said work is necessary to protect the Easement Property and the utilities therein from harm and to insure that they are working properly. If repair, installation, or maintenance is necessary during the month of August, Grantee shall take steps to minimize the impact on the County Fair to the extent reasonable.

B. Grantor hereby covenants and agrees the Easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying all parts of the Utilities; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Utility Facility is laid so as to leave the ground level at all times and in substantially the same condition that existed before said Utility Facility was laid, and all surplus dirt or gravel shall be carefully removed from the Grantee’s property; that all of the work of excavation shall be performed in such a manner to not endanger or interfere with the use of the Easement Property and adjoining property of the Grantors; causing no damage to any buildings or improvements of the Grantors nor interfering with or removing the support of the same; that upon the completion of the construction of the Utility Facilities, Grantee shall restore the surface of Easement Property to the same condition as prior to the Grantee’s entrance thereon.

2. Reservation of Rights to Use Easement Property. Grantor retains the right to use:

A. the surface area of the Easement Property; and

B. to the extent that use is not incompatible or in any way interferes with Grantee’s use thereof, the subsurface areas of the Easement Property in such manner as Grantor shall deem proper. Grantor specifically reserves the right to allow other utility lines to be installed under, across, and within the Easement Property provided those utility lines do not materially interfere with the installations of Grantee and to maintain the existing drainage system and any drainage system it may deem necessary to install in the future.

3. Protection of Grantor’s Improvements. In its use of the Easement Property and in the performance of the work which Grantee is authorized to perform within the Easement Property, Grantee shall use its best efforts to avoid causing any damage to, or interference with, any improvements on or within the Easement Property (including, without limitation, any other utility lines installed under, across, or within the Easement Property) or on or within Grantor’s real property adjacent to the Easement Property (the “Grantor’s Other Property”). Grantee accepts the Easement with knowledge that Grantor has improved or may in the future further improve the surface area of the Easement Property for vehicle parking, driveways, landscaping,
and similar uses, and Grantee agrees to exercise its rights under this Agreement in such a manner as not to interfere with Grantor’s use of the surface area of the Easement Property. Grantor, in any future installation of such improvements, in particular the placement of any such improvements, shall take reasonable steps to limit the increase of any costs associated with Grantee’s burden of non-interference.

4. **Obligations of Grantee.** In making use of the Easement, Grantee shall fully comply with all of the following requirements and obligations:

   A. Grantee shall use its best efforts to provide for the safety and convenience of all persons using the Easement Property or the improvements installed on the Easement Property by Grantee;

   B. Following construction, Grantee shall regularly inspect and at all times maintain the Utility Facilities and related apparatus and equipment in good order and shall maintain the Easement Property at all times in a level and sufficient condition for the use of and to allow parking of motor vehicles during the annual Fair.

   C. At Grantor’s request, Grantee shall mark on the surface of the Easement Property the exact location of Grantee’s actual or anticipated underground Facilities.

   D. Grantee acknowledges that Grantors’ has in place a drainage tube or line (“Tube”) that crosses the Easement Property from a horse race track on Grantee’s adjacent property to Rock Creek and drains the Grantor’s adjacent property. Grantee agrees not to damage, disrupt the drainage flow or disconnect the Tube and shall be fully responsible to repair any damage caused to the Tube or reconnect the Tube in a workmanlike manner to make certain that the Tube shall drain the adjacent property in the same manner and with the same rate of flow as before the construction of the Utility Facilities and after Grantee performs any repairs, replacements or any maintenance of the Utility Facilities. Grantee agrees to take reasonable steps to make certain that the flow in the Tube to the Rock Creek shall not be obstructed, redirected in a way that diminishes the flow, or in any way damaged or prevented from operating normally according to its purpose by the Utility Facilities or any act or omission of the Grantee.

5. **Liens.** Grantee shall not permit any claim, lien or other encumbrance arising from Grantee’s construction at or use of the Easement Property to accrue against or attach to the Easement Property or the interest of Grantor in the adjacent lands.

6. **Environmental Indemnity.** Grantee shall indemnify, defend, protect and hold harmless Grantor and Grantor’s shareholders, officers, directors, agents and employees of any thereof, from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including without limitation, court costs and reasonable attorneys’ fees, that arise out of or in any way relate to any use, storage, transfer, generation, disposal or discharge of Hazardous Materials in connection with any construction, maintenance or repair work performed by or on behalf of Grantee at, or Grantee’s use of, the Easement Property. As used in this Agreement, “Hazardous Materials” include, without limitation, any toxic or hazardous substances or materials, petroleum or other
pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Easement Property, including without limitation, the surface waters of the Easement Property, and for purposes of this Agreement, shall also include any activity undertaken from the date of execution of this Easement or thereafter undertaken by Grantee on the Easement Property which would cause (i) the Easement Property to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Easement Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Easement Property within the meaning of, or otherwise bring the Easement Property within the ambit of, the Comprehensive Environmental Response, Compensation, and Liability Act of "1980", as amended ("CERCLA"), 42 U.S.C. 9601-9657, the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, or any similar state law or local ordinance; or (iv) any substances or conditions in, on, or under the Easement Property which may support a claim or cause of action under RCRA, CERCLA, SARA, or any other federal, state, or local environmental statutes, regulations, ordinances, orders, decrees, or other environmental laws or regulatory requirements now existing or hereinafter in effect relating to health, safety, or the environment.

7. **Duration.** This Agreement shall be perpetual. Grantor may terminate this Agreement by giving written notice to Grantee stating that the Easement has been abandoned if Grantee’s use of the Easement ceases, and the cessation of that use is for a continuous period of six (6) months, or if Grantee gives Grantor notice of abandonment, in which case Grantee shall deliver to Grantor within thirty (30) days after receipt of such written notice, an executed and acknowledged quitclaim deed in form and substance satisfactory to Grantor terminating this Agreement. If Grantee fails to timely deliver an appropriate quitclaim deed to Grantor, Grantor may place of record in the Official Records of Whiteside County, Illinois, an affidavit that that abandonment has taken place and such notice has been properly given. Unless Grantee places of record in the Official Records of Whiteside County, Illinois, within ten (10) days thereafter an affidavit that the Easement was used within the prior six (6) months period in question, the Easement shall be conclusively deemed abandoned.

8. **Indemnity.** Grantee shall indemnify, defend, protect and hold harmless Grantor and Grantor’s shareholders, officers, directors, agents and employees of any thereof, from and against any and all liability, suits, actions, claims, costs, damages, and expenses, including, without limitation, court costs and reasonable attorneys’ fees, in connection with any claims for the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of or in connection with any construction, maintenance or repair work performed by or on behalf of Grantee at, or Grantee’s use of, the Easement Property.
9. **Grantor’s Self-Help Remedies.** If Grantee fails to perform any obligation set forth in this Agreement and fails to cure such non-performance of the obligation within thirty (30) days after written notice from Grantor (however no notice to Grantee shall be required in an emergency), Grantor shall have the right, but not the duty, to perform such obligation of Grantee and be reimbursed by Grantee for the reasonable costs of that performance within ten (10) days after Grantee’s receipt of a statement there for along with any documentation reasonably requested by Grantee to substantiate the costs incurred by Grantor. If not fully reimbursed within such ten (10) day period, interest shall thereafter accrue upon any unpaid amounts at the highest rate permitted by applicable law.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Illinois.

11. ** Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the Official Records of Whiteside County, Illinois, and the additional agreement between the parties relating to use of property owned by the Grantee by the Grantor for conducting the Fair each year.

12. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the following address:

<table>
<thead>
<tr>
<th>Grantor</th>
<th>Grantee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whiteside County Central Agricultural Society</td>
<td>City of Morrison</td>
</tr>
<tr>
<td>Attn: President</td>
<td>Attn: Mayor</td>
</tr>
<tr>
<td>Morrison, IL 61270</td>
<td>Morrison, IL 61270</td>
</tr>
</tbody>
</table>

Either party may change its address for notice by providing written notice to the other party pursuant to this Section.

13. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstances, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or
condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney’s fees, from the non prevailing party.

Dated this ______ of ___________________, 2015

WHITESIDE COUNTY CENTRAL
AGRICULTURAL SOCIETY, a/k/a
WHITESIDE COUNTY CENTRAL
AGRICULTURAL ASSOCIATION

By ____________________________

Its ____________________________

STATE OF ILLINOIS
)
)
SS

COUNTY OF ______________________

___________________________ a Notary Public in and for the said County,
in the State aforesaid, do hereby certify that___________________________, as
of the WHITESIDE COUNTY CENTRAL AGRICULTURAL SOCIETY, a/k/a WHITESIDE
COUNTY CENTRAL AGRICULTURAL ASSOCIATION, personally known to me to be the
same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that he/she signed, sealed and delivered the said instrument as
his/her free and voluntary act for the uses and purposes therein set forth, including the release and
waiver of the right of homestead

Given under my hand and notarial seal this _______ day of ___________________ A.D., 2015.

___________________________

Notary Public

Drafted By:
Timothy B. Zollinger
WARD, MURRAY, PACE & JOHNSON, P.C.
202 E. Fifth Street
P.O. Box 400
Sterling, IL 61081-0400
Telephone: (815) 625-8200
INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("Agreement") effective this ___ day of ______________, 2015, is executed by the CITY OF MORRISON, a municipal corporation organized under the laws of the State of Illinois ("City") and the WHITESIDE COUNTY CENTRAL AGRICULTURAL SOCIETY, a/k/a WHITESIDE COUNTY AGRICULTURAL ASSOCIATION, an Illinois not-for-profit corporation ("Society").

The parties to this Agreement mutually agree as follows:

I. RECITALS

A. City is desirous of obtaining from Society a non-exclusive permanent easement and temporary construction easement (collectively, "Easement") for the purposes of constructing and maintaining an underground water main, sanitary sewer main and sanitary force main under and across certain real property (the "Easement Property") owned by Society, all according to the terms and conditions as set forth in the Easement For Utilities attached hereto as Exhibit A.

B. Society is not willing to grant City the Easement without the execution and delivery of this Agreement.

II. DEFINITIONS

For purposes of this Agreement, unless the context otherwise clearly requires, the following definitions apply:

A. "Contamination" means the presence of any Hazardous Substance at or affecting the Easement Property, including any Hazardous Substances that have migrated from the Easement Property, provided such Hazardous Substances are present in such concentrations or under such conditions as to create a violation, liability or duty to conduct a response under any Environmental Law.
B. "Environmental Activity" means any use, storage, holding, existence, Release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance.

C. "Environmental Claim" means any written complaint, summons, action, citation, notice of violation, directive, order, claim, litigation, investigation, judicial or administrative proceeding or action, judgment, lien, demand, letter or communication from any person or entity alleging non-compliance with any Environmental Law relating to any actual or threatened Release, or arising from an Environmental Activity.

D. "Environmental Laws" means any and all applicable federal, state, tribal and local statutes, laws, rules, regulations, ordinances, codes, principles of common law, judicial orders, administrative orders, consent decrees, judgments, permits, licenses or other binding determinations of any judicial or regulatory authority, now or hereafter in effect, imposing liability, establishing standards of conduct or otherwise relating to protection of the environment (including natural resources, surface water, groundwater and soils), health and safety, land use matters or the presence, use, generation, disposal, Release or threatened Release of Hazardous Substances.

E. "Governmental Entity" means any federal, state or local government branch, authority, district, agency, court, tribunal, department, officer, official, board, commission or other instrumentality that exercises any form of jurisdiction or authority under any Environmental Law.

F. "Hazardous Substance" means and includes any substance, material or waste regulated by CERCLA or any other Environmental Law, and specifically includes petroleum products, radioactive materials, asbestos, polychlorinated biphenyls, and radon gas.

G. "Release," when used with respect to the Easement Property, means the presence of or any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Substance into
the environment, including the abandonment or discarding of barrels, drums, tanks, and similar receptacles and containers, containing Hazardous Substances.

H. **"Remediation" or "Remedial Action"** and their derivatives (such as "Remediate") means and includes any investigation, clean-up, corrective action or monitoring required to comply with applicable Environmental Laws including all actions within the definition of “removal” and “remedial” actions as those terms are defined in applicable Environmental Laws.

III. INDEMNIFICATION

A. **Right to Indemnification.** Except as provided below, upon demand by Society, City agrees to indemnify and defend Society from and against any and all “Environmental Risks” associated with all material that may have been placed onto Society’s property during operation of any City Dump. For purposes of this Agreement, “Environmental Risks” means and includes any and all actual or threatened losses, all direct and indirect costs associated with Remedial Action (including repair, replacement or restoration of improvements and equipment; and monitoring and other closure requirements imposed by any Governmental Entity), liabilities, demands, claims and causes of action (including those asserted by third parties for personal injury, illness, death, and damage to real and personal property), damages (including natural resource damages), expenses (including experts’ and consultants’ fees and disbursements), fines, assessments, penalties, forfeitures, judgments, settlements, orders, equitable relief of any kind, suffered, paid, incurred by, or sought from Society by any person or entity in connection with, in whole or in part, or arising or allegedly arising, directly or indirectly out of (1) the presence of Contamination; (2) non-compliance with any Environmental Law; (3) any Environmental Claim; or (4) the filing or imposition of any environmental lien against the Easement Property.

B. **Demand for Indemnification or Tender of Defense.**

1. **Procedure.** In connection with any demand for indemnification made pursuant to this Agreement, Society shall notify City in writing as soon as reasonably
practical and shall specify, to the best of Society’s knowledge, the facts giving rise to the demand for indemnification.

2. **Subrogation.** In the event City pays Society any amount under this Agreement, City shall be subrogated to any rights of Society relating thereto, provided, however, that such subrogation shall not be in derogation of any rights of Society under this Agreement, and shall not be construed to limit the obligations of City hereunder.

C. **Exclusion.** No aspect of the obligation to indemnify created by this Agreement shall extend to contamination caused by, or associated with operation of any General Electric facility in Morrison, Illinois.

**IV. GENERAL PROVISIONS**

A. **Consideration.** City acknowledges that the execution and delivery of this Agreement is an essential condition but for which Society would not grant the Easement to City.

B. **Assignment.** Society shall not assign, transfer or delegate this Agreement or any obligation of Society hereunder without the prior written consent of City and which shall not be unreasonably withheld. Any attempted assignment, transfer or delegation without City’s prior written consent shall be null and void.

C. **Notice.** All notices, demands, consents and other communications required or that any party desires to give under this Agreement shall be in writing and delivered by fax, hand, courier, or by registered or certified United States mail, postage pre-paid, return receipt requested, to the appropriate address or, if applicable, facsimile number, specified at the end of this Agreement or to such other address or facsimile number as City or Society may designate in a written notice given to the other party. Notices that are delivered by facsimile, hand or courier shall be deemed received upon delivery or transmission. Notices that are deposited in the United States mail shall be deemed received three days after the date mailed. Notwithstanding the foregoing, a copy of any notice sent by facsimile shall also be delivered to the addressee by
hand, overnight courier or United States mail, and any notice of change of address shall not be effective until actual receipt.

D. **Modification or Termination.** No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by an authorized representative of each party.

E. **Integration and Entire Agreement.** This Agreement sets forth the entire understanding of the parties and supersedes and merges all other written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof among the parties.

F. **Counterparts.** The parties may sign this Agreement in identical counterparts. The signature pages from the separately signed counterparts may be attached to one copy of this Agreement to form a single document.

G. **Agreement to Not Record.** The parties hereby agree that this Agreement shall not be recorded in the official records of Whiteside County.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the date and year first written above.

[Signatures appear on the following pages.]
SOCIETY:

Whiteside County Central Agricultural Society, a/k/a
Whiteside County Central Agricultural Association, an
Illinois not-for-profit corporation,

By: _____________________________________________
Name and Title: ___________________________________
Address: __________________________________________
Telephone Number: _________________________________
Facsimile Number: _________________________________

ATTEST:

_____________________________________________

STATE OF ILLINOIS ) ) SS
 ) ) SS
COUNTY OF WHITESIDE )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ____________________, personally known to me to be the President of WHITESIDE COUNTY CENTRAL AGRICULTURAL SOCIETY, an Illinois not-for-profit corporation, and ____________________, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said corporation they signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act of said corporation, for purposes therein set forth.

Given under my hand and Notarial seal this ___ day of ________________, 2015, A.D.

______________________________
Notary Public
CITY:

City of Morrison, an Illinois Municipal corporation,

By: ____________________________________________

Name and Title: ______________________________________

Address: ____________________________________________

Telephone Number: _______________________________

Facsimile Number: __________________________________

ATTEST:

____________________________________________________

City Clerk

STATE OF ILLINOIS  )
COUNTY OF WHITESIDE  )
SS

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ________________, personally known to me to be the Mayor of the CITY OF MORRISON, an Illinois municipal corporation, and ________________, personally known to me to be the City Clerk of the CITY OF MORRISON, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as Mayor and City Clerk of the CITY OF MORRISON, and caused the seal of the CITY OF MORRISON, to be affixed hereto, pursuant to authority given by the Mayor and Commissioners of the CITY OF MORRISON, as their free and voluntary act, and the free and voluntary act of the CITY OF MORRISON, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this ___ day of ____________________, A.D. 2015.

________________________________________

Notary Public
AGREEMENT BETWEEN CITY OF MORRISON AND FEHR GRAHAM FOR PROFESSIONAL SERVICES

CITY OF MORRISON WASTEWATER TREATMENT PLANT IMPROVEMENTS

Noah J. Carmichael, PE Principal 515 Lincoln Highway Rochelle, IL 61068 Phone: 815.562.9087 Fax: 815.562.4233

Everett Pannier Mayor 200 West Main Street Morrison, IL 61072 Phone: 815.772.7759 Fax: 815.772.4291
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AGREEMENT
BETWEEN CITY OF MORRISON AND FEHR GRAHAM
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of ______________________ (“Effective Date”) between
City of Morrison ____________________________ ("Owner") and
Fehr-Graham & Associates, LLC ____________________________ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
City of Morrison Wastewater Treatment Plant Improvements ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Construction related services associated with the construction of the Wastewater Treatment Plant Improvements
as designed by Baxter & Woodman dated 06-11-2015.

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 Article 4 and Exhibit C.
C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer’s services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities 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, 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 or Engineer’s services, 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 disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer’s services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; 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 (if any) of probable Construction Cost are to be made on the basis of Engineer’s experience, qualifications, and general familiarity 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, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit – NOT APPLICABLE*

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 tabulating the various categories that 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 any services performed or furnished by Engineer.
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 retain 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. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, 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. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
   
   a. changes after the Effective Date to Laws and Regulations;
   
   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
   
   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, 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 document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's 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 Constructor, or the safety precautions and programs incident thereto, for security
or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer’s services do not include providing legal advice or representation.

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

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the 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 – NOT APPLICABLE

6.03 Use of Documents

A. All Documents are instruments of service, 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.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. 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 due and owing 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.

D. 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 Electronic Transmittals

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient’s use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. 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. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability 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, 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 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, including but not limited to any builder’s risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder’s risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

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 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

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.

6.06 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 Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.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, by Owner effective upon Engineer’s receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph 6.06.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 6.06, 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.

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 6.06.D.1, to invoice Owner and receive 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.

6.07 Controlling Law

A. This Agreement is to be governed by the Laws and Regulations of the State of Illinois.
6.08 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 6.08.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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party 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.

6.09 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 at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.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 at law.

6.10 Environmental Condition of Site

A. Owner represents to Engineer that as of the Effective Date to the best of Owner’s knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. 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.

C. It is acknowledged by both parties that Engineer’s scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent 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 such portion of the Project is no longer affected.

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 seven 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.

6.11 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner’s officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants’ and attorneys’ fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment 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 Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants’ and attorney’s fees and expenses) 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, damages, action, or judgment 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. **No Defense Obligation:** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitee unless such obligation is expressly stated.

E. **Percentage Share of Negligence:** To the fullest extent permitted by Laws and Regulations, 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.

F. **Mutual Waiver:** To the fullest extent permitted by Laws and Regulations, 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 this Agreement or the Project, from any cause or causes.

6.12 **Records Retention**

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer’s services or pertinent to Engineer’s performance under this Agreement. Upon Owner’s request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 **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 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 Laws and Regulations, 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 definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. 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.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. 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.

6. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that 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. §§5501 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.; or (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.

9. **Construction Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. **Construction Contract Documents**—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. **Construction Contract Times**—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. **Construction Cost**—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. 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 property; 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. Construction Cost is one of the items comprising Total Project Costs.

14. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. **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.

16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.

17. **Documents**—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. **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.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which 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.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based 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.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *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. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. 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.

33. 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 Construction 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.

34. 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 a Subcontractor.

35. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, 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.

36. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

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.

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit F, Construction Cost Limit.

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 Total Agreement

A. This Agreement, (together with the exhibits included 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 written instrument duly executed by both parties. Amendments should be based whenever possible 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 this Agreement 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 anything 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 MORRISON

By: 
Print name: Everett Pannier
Title: Mayor
Date Signed: 

Engineer: FEHR-GRAHAM & ASSOCIATES, LLC

By: 
Print name: Noah Carmichael
Title: Principal
Date Signed: 

Engineer License or Firm’s Certificate No. (if required):
184.003525
State of: Illinois

Address for Owner’s receipt of notices:
200 West Main Street
Morrison, Illinois

Address for Engineer’s receipt of notices:
515 Lincoln Highway
Rochelle, Illinois

Designated Representative (Paragraph 8.03.A):
Gary Tresenritter
Title: Director of Public Works
Phone Number: 815.772.7759
E-Mail Address: gtresen@morrisonil.org

Designated Representative (Paragraph 8.03.A):
Shawn Ortgiesen
Title: Project Manager
Phone Number: 815.562.9087
E-Mail Address: sortgiesen@fehr-graham.com
Engineer’s Services

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

A1.01 Study and Report Phase – Completed by Others
A1.02 Preliminary Design Phase – Completed by Others
A1.03 Final Design Phase – Completed by Others
A1.04 Bidding or Negotiating Phase – Completed by Others
A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. General Administration of Construction Contract: Consult with Owner and act as Owner’s representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional. All of Owner’s instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor’s work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR’s services will not limit, extend, or modify Engineer’s responsibilities or authority except as expressly set forth in Exhibit D.

3. Independent Testing Laboratory: Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials,
equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

4. **Pre-Construction Conference:** Participate in a pre-construction conference prior to commencement of Work at the Site.

5. **Electronic Transmittal Protocols:** If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. **Original Documents:** If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. **Schedules:** Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. **Baselines and Benchmarks:** As appropriate, establish baselines and benchmarks for locating the Work which in Engineer’s judgment are necessary to enable Contractor to proceed.

9. **Visits to Site and Observation of Construction:** In connection with observations of Contractor’s Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor’s executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer’s exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b. The purpose of Engineer’s visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer’s efforts as an experienced and qualified design professional, to provide for Owner a greater
degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. **Defective Work:** Reject Work if, on the basis of Engineer’s observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer’s performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. **Differing Site Conditions**: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner’s use.

17. **Shop Drawings, Samples, and Other Submittals**: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor’s submittal schedule that Engineer has accepted.

18. **Substitutes and “Or-equal”**: Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. **Inspections and Tests**:

   a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

   b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

   c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. **Change Proposals and Claims**: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. **Applications for Payment**: Based on Engineer’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer’s representation to Owner, based on such observations and review, that, to the best of Engineer’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe the Work. In the case of unit price Work, Engineer’s recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor’s Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor’s Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer’s review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor’s compliance with Laws and Regulations applicable to Contractor’s furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. **Contractor’s Completion Documents:** Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer’s review of record documents shall be to check that Contractor has submitted all pages.

23. **Substantial Completion:** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate
of Substantial Completion, punch list of items to be completed, Owner’s objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner’s use or occupancy of the Work following Substantial Completion.

24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables: None

25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form as provided in the construction contract documents attached hereto as Exhibit E (“Certificate of Completion”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner’s Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

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 existing conditions or facilities, to conduct tests or investigations of 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 the Project’s 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 Construction 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 required as a result of Owner’s providing incomplete or incorrect Project information to Engineer.

5. Providing renderings or models for Owner’s use, including services in support of building information modeling or civil integrated management.

6. Undertaking investigations and studies including, but not limited to:
   a. detailed consideration of operations, maintenance, and overhead expenses;
   b. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
   c. detailed quantity surveys of materials, equipment, and labor; and
d. audits or inventories required in connection with construction performed or furnished by Owner.

7. Furnishing services of Consultants for other than Basic Services.

8. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

9. Providing the following services:
   a. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner’s contract for such services.

10. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner’s office as required in Basic Services (Part 1 of Exhibit A).

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

12. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

13. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

14. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

15. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

16. Preparation of operation, maintenance, and staffing manuals.

17. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

18. Assistance to Owner in training Owner’s staff to operate and maintain Project equipment and systems.

19. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

22. Extensive services required during any correction period, or with respect to monitoring Contractor’s compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

23. Other additional 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 that Engineer is commencing 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 to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
Owner’s Responsibilities

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. Give instructions to Engineer regarding Owner’s procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner’s construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner’s bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer’s possession) of all design and construction standards, Owner’s standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner’s legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. 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.

D. 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 (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), 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 money paid.

E. 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.

F. 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.

G. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

H. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

I. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

J. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

K. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

L. Attend and participate in the pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

M. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
 Payments to Engineer for Services and Reimbursable Expenses
Basic Services – Standard Hourly Rates

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, Resident Project Representative, and Additional Services – Standard Hourly Rates Method of Payment

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

1. 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 services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.

3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $1,064,000.

5. The total estimated compensation for Engineer’s services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.

6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants' charges.

7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2016) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
B. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

C2.03 Other Provisions Concerning Payment

A. 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 1.15.

B. 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.

C. 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.

D. 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.
Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

FEHR GRAHAM 2015 EQUIPMENT CHARGEOUT SCHEDULE

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Groundwater Sampling</strong></td>
<td></td>
</tr>
<tr>
<td>A. Bladder Pump (includes generator)</td>
<td>$166.00/day (or $74/well)</td>
</tr>
<tr>
<td>B. Teflon Bailer</td>
<td>$32.00/day</td>
</tr>
<tr>
<td>C. Submersible Pump (includes generator)</td>
<td>$104.00/day</td>
</tr>
<tr>
<td>D. Battery Operated Submersible Purge Pump</td>
<td>$36.00/day</td>
</tr>
<tr>
<td>E. Low Flow Sampling Equipment</td>
<td>$257.00/day</td>
</tr>
<tr>
<td>F. Disposable Bailer</td>
<td>$15.00/each</td>
</tr>
<tr>
<td>G. Mini-Troll Data Logger</td>
<td>$106.00/day</td>
</tr>
<tr>
<td>H. Interface Probe</td>
<td>$51.00/day</td>
</tr>
<tr>
<td>I. Sample Tubing</td>
<td>$1.00/foot</td>
</tr>
<tr>
<td>J. Sample Bladders</td>
<td>$21.00/each</td>
</tr>
<tr>
<td>K. Environmental Field Vehicle</td>
<td>$68/day or $34/half-day</td>
</tr>
<tr>
<td>L. Peristaltic Pump</td>
<td>$50/day</td>
</tr>
<tr>
<td>M. Peristaltic Pump Tubing</td>
<td>$2.75/foot</td>
</tr>
<tr>
<td>N. Vapor Extraction Blower</td>
<td>$150/day</td>
</tr>
<tr>
<td><strong>II. Safety Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>A. Confined Space Entry Safety Equipment</td>
<td>$36.00/hour, 4 hr. Minimum</td>
</tr>
<tr>
<td>B. Photo Ionization Detector (Mini-Rae)</td>
<td>$106.00/day</td>
</tr>
<tr>
<td>* C. Combustible and Oxygen Meter</td>
<td>$81.00/day</td>
</tr>
<tr>
<td>* Included in OSHA Level B and C</td>
<td></td>
</tr>
<tr>
<td><strong>III. Industrial Hygiene Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>A. Detector Tube</td>
<td>$19.00/each</td>
</tr>
<tr>
<td>B. Detector Tube Sampling Pump</td>
<td>$38.00/day</td>
</tr>
<tr>
<td>C. Gillian Calibrator</td>
<td>$60.00/day</td>
</tr>
<tr>
<td>D. Gemini Twin Port Sampler</td>
<td>$22.00/day/each</td>
</tr>
<tr>
<td>E. Quest Noise Survey Meter/Dosimeter</td>
<td>$86.00/day</td>
</tr>
<tr>
<td>F. Cyclone</td>
<td>$20.00/day</td>
</tr>
<tr>
<td>G. Impinger Set</td>
<td>$22.00/day</td>
</tr>
<tr>
<td>H. Aerotech Sampler Kit</td>
<td>$162.00/4 hours, 4 hr.</td>
</tr>
<tr>
<td>I. Personal Air Sampling Pump</td>
<td>Minimum</td>
</tr>
<tr>
<td>J. Anemometer Air Velocity Meter</td>
<td>$36.00/day</td>
</tr>
<tr>
<td></td>
<td>$28.00/day</td>
</tr>
<tr>
<td><strong>IV. Surveying &amp; CAD Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>A. Total Station Equipment</td>
<td>$20.00/hour</td>
</tr>
<tr>
<td>B. GPS Equipment</td>
<td>$20.00/hour</td>
</tr>
<tr>
<td>C. CAD Equipment</td>
<td>$10.00/hour</td>
</tr>
<tr>
<td>D. Per Day Use of Fully-Equipped Survey Vehicle/Half-Day Usage</td>
<td>$68.00/day or $34/half-day</td>
</tr>
<tr>
<td>E. Leica Scanner</td>
<td>$30.00/hour</td>
</tr>
</tbody>
</table>
V. Miscellaneous

A. Coliwasa Sampler $25.00/each
B. Field Filters $30.00/each
C. Monitoring Well Cap $34.00/each
D. Monitoring Well Locks $24.00/each
E. pH/Conductivity Meter(s) $38.00/day
F. Smoke Testing Equipment (May Require Confined Space) $50.00/day
G. YSI D.O. Meter $46.00/day
H. ISCO Wastewater Sampler $90.00/day
I. ISCO Flow Meter $90.00/day
J. DOT Training Materials $28.00/each participant
K. Residual Chlorine Meter $26.00/day
L. Electronic Water Level Indicator $36.00/day
M. Nuclear Radiation Monitor $187.00/day
N. Turbidity Meter $40.00/day
O. YSI 556 Multi Meter $127.00/day
P. Colormetric Sampling Supplies $75.00/up to 10 samples
Q. Cable Locator $50.00/day
R. Molds
   Beam $2.00/each
   Cylinder $5.00/each
S. Testing
   Concrete Beam $13.00/each
   Density $5.00/each
   Gradation $15.00/test
T. ATV $50.00/day

1. Reimbursable Direct Expenses will be charged at invoice cost + 15%.
2. Vehicle Mileage (Where Applicable) $0.575 per mile
3. Reproduction, postage, handling of plans for bidding and third party use are Direct Expenses. (Blueprints $1.00/page)
Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 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.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

<table>
<thead>
<tr>
<th>Principal</th>
<th>$185</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$100 - 185</td>
</tr>
</tbody>
</table>

**Engineering:**

- Sr. Project Engineer | $120 - 175 |
- Project Engineer | $90 - 120 |
- Staff Engineer | $80 - 90 |
- Engineer | $70 - 90 |
- Sr. Engineering Technician | $70 - 100 |
- Associate Engineering Technician | $60 - 90 |
- Engineering Technician | $40 - 85 |

**GIS Specialist**

| GIS Specialist | $70 - 80 |

**Surveying:**

- Survey Manager | $150 - 160 |
- Land Surveyor | $75 - 140 |
- Survey Crew Chief | $70 - 95 |
- Survey Technician | $50 - 70 |

**Environmental, Health, & Safety:**

- Sr. Safety Specialist | $110 - 120 |
- Sr. Project Hydrogeologist | $100 - 110 |
- Safety Specialist | $80 - 110 |
- Environmental Project Scientist | $80 - 110 |
- Environmental Scientist | $80 - 100 |
- Environmental Specialist | $55 - 85 |
- Environmental Technician | $60 - 85 |
- Hydrogeologist | $65 - 80 |

**I.T. Consultant**

| I.T. Consultant | $65 - 105 |

**Grant Writer / Community Development Specialist**

| Grant Writer / Community Development Specialist | $75 - 120 |

**Project Administrator**

| Project Administrator | $65 - 90 |

**Project Assistant**

| Project Assistant | $61 |

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.
Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

A. Engineer shall furnish one or more Resident Project Representative(s) (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. **General:** RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. **Safety Compliance:** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. **Liaison:**
   
a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
   
b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
   
c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. **Clarifications and Interpretations:** Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer’s clarifications, interpretations, and decisions to Contractor.

7. **Shop Drawings and Samples:**
   
a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
   
b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
   
c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. **Proposed Modifications:** Consider and evaluate Contractor’s suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR’s recommendations, if any, to Engineer. Transmit Engineer’s response (if any) to such suggestions to Contractor.

9. **Review of Work; Defective Work:**
   
a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. **Inspections, Tests, and System Start-ups:**

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner’s personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. **Records:**

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer’s clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor’s hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile
numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor’s compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

a. Participate in Engineer’s visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer’s visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).

2. Exceed limitations of Engineer’s authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

5. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

7. Authorize Owner to occupy the Project in whole or in part.
Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05  Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:
   a. Workers’ Compensation:
   b. Employer’s Liability --
      1) Bodily injury, each accident: $1,000,000
      2) Bodily injury by disease, each employee: $1,000,000
      3) Bodily injury/disease, aggregate: $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) Per Occurrence: $8,000,000
      2) General Aggregate: $8,000,000
   e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
      $1,000,000
   f. Professional Liability –
      1) Each Claim Made $2,000,000
      2) Annual Aggregate $2,000,000

2. By Owner:
   a. Workers’ Compensation: Statutory
   b. Employer’s Liability --
      1) Bodily injury, each accident: $1,000,000
      2) Bodily injury by disease, each employee: $1,000,000
3) Bodily injury/disease, aggregate: $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 Umbrella Liability
   1) Per Occurrence: $8,000,000
   2) General Aggregate: $8,000,000

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):
   $1,000,000

B. Additional Insureds:

   1. The following individuals or entities are to be listed on Owner’s general liability policies of insurance as additional insureds:

      a. Fehr-Graham & Associates, LLC
         Engineer

   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 policies of insurance.

   3. The Owner shall be listed on Engineer’s general liability policy as provided in Paragraph 6.05.A.
Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

A. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by Philip L. Bruner, Esq. or by an alternate agreeable to both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer’s Liability

1. Engineer’s Liability Limited to Amount of Engineer’s Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer’s officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer’s officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

2. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, 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) 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 Owner or Owner’s officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
Special Provisions

The Agreement is amended to include the following agreement(s) of the parties:

IEPA Loan Project – The Owner intends to fund the construction services of the Engineer with a loan from the Illinois Environmental Protection Agency. In order to meet the rules of the IEPA Loan Program, the following provisions from Section 365.630, Contracts for Personal and Professional Services; Illinois Environmental Protection Agency, shall be followed:

All Subagreements for personal and professional services for design or construction expected to exceed $25,000 in the aggregate shall include the following subagreement provisions:

A. Subagreements for personal and professional construction services shall include:

1. Evidence, such as, but not limited to, a copy of the advertisement or advertisements and the record of negotiation in accordance with 40 CFR Part 33 that affirmative steps have been taken to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services consistent with the provisions of the Agency’s Operating Agreement with USEPA. The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA’s Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE’s and 12% for WBE’s.

2. An audit and access to records clause that provides as follows:

   a. Subsections (a)(2)(B) through (E) shall be included in all contracts and all subcontracts directly related to project services that are in excess of $25,000.

   b. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purposes of inspection, audit and copying. Facilities shall be provided for access and inspection.

   c. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

   d. All information and reports resulting from access to records pursuant to subsection (a)(2)(B) shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
e. Records under subsection (a)(2)(B) shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 369.650 (Disputes) of this Subpart, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal litigation, claim or exception.

3. A covenant against contingent fees clause as follows:

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

4. A “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit A).

The Consultant certifies that the person or persons performing the services for the loan project have not been debarred or suspended in accordance with federal EO12549.

5. A description of the scope and extent of the project work (See City’s Agreement).

6. The schedule for performance and completion of the contract work including, where appropriate, dates for completion of significant project tasks (See City’s Agreement).

7. A method of compensation (see City’s Agreement).

8. The ENGINEER shall not discriminate on the basis of race, color, or national origin or sex in the performance of this contract. The ENGINEER shall carry out the applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

B. Subagreements for personal and professional design services shall include the subagreement provisions contained in subsections (a)(2) through (a)(4). In addition, the subagreements shall be accompanied by a statement regarding the use of disadvantaged business enterprises during the design service phase.

C. If, at the time of contract execution, any of the elements required in this Section 365.630 cannot be defined adequately for later tasks, those tasks shall not be included in the contract at that time.

D. The work described in this contract will be complete by October 2017.
This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated __________________________.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
Amendment No. _____

The Effective Date of this Amendment is: ______.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

___ Additional Services to be performed by Engineer

___ Modifications to services of Engineer

___ Modifications to responsibilities of Owner

___ Modifications of payment to Engineer

___ Modifications to time(s) for rendering services

___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

*Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.*

**Agreement Summary:**

Original agreement amount: $__________  
Net change for prior amendments: $__________  
This amendment amount: $__________  
Adjusted Agreement amount: $__________  

Change in time for services (days or date, as applicable): ______
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: ______________________________

By: ______________________________
Print name: __________________________
Title: ______________________________
Date Signed: ________________________

ENGINEER: __________________________

By: ______________________________
Print name: __________________________
Title: ______________________________
Date Signed: ________________________