

SALT CREEK SANITARY DISTRICT
201 S. ROUTE 83
VILLA PARK, ILLINOIS

Next Ordinance #566
Next Resolution #2023-04

AGENDA FOR THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF SALT CREEK SANITARY DISTRICT ON AUGUST 21, 2023 AT 6:00 P.M.

1. Call Regular Meeting to Order
 - a. Roll Call
2. Public Participation.
 - a. 721 E Madison
 - b. 937 W North Ave Unit D
3. Consider approval of minutes of the July 17, 2023 Regular meeting.
4. Approval of Bill Listing dated August 21, 2023 in the amount of \$210,982.48
5. Department Head Reports:
 - a. BUSINESS ADMINISTRATOR
 - i. Action: Approval of August 2023 Water Shut-off List
 - ii. Discussion
 1. Billing
 2. Collections
 - iii. Action: Approval of July 2023 Reconciliation Report.
 - iv. Action: Corporate Fund Investment Maturing
 - v. Discussion: Inland Bank
 - vi. Discussion: Social Media Presence
 - vii. Other as required.
 - b. ATTORNEY
 - i. Other as required
 - c. ENGINEER
 - i. Phase 6 UV/Belt Press Project Funding Update
 - ii. Phase 6 Construction Engineering Contract
 - iii. Other as required
 - d. PLANT MANAGER
 - i. Discussion and Action: Manager's Report for July 2023.
 - ii. Discussion and Action: Bank Resolution - Update Signature Cards Old National Bank
 - iii. Other as required.

6. TRUSTEE REPORTS AND ANNOUNCEMENTS
 - a. Other as required.

7. MISCELLANEOUS CORRESPONDENCE & COMMUNICATIONS
 - a. Other as required.

8. NEW BUSINESS
 - a. Other as required

9. OLD BUSINESS
 - a. Discussion: Shared Billing with Village
 - b. Discussion & Action: Staffing
 - c. Other as required

10. EXECUTIVE SESSION (All Executive Sessions will be tape recorded).
 - a. Other as required.

11. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE SALT CREEK SANITARY
DISTRICT HELD AT 201 S. ROUTE 83, VILLA PARK, IL ON JULY 17, 2023.**

The Regular Meeting was called to order by Trustee Taglia at 6:00 p.m.: Present: Trustees, Robert Taglia – President, Ann Marie Testa – Vice President, and Robert Wagner - Clerk. Also, present: Manager Jim Listwan, Business Administrator Ray Hoving, Engineer Mark Halm and Attorney Robert Kay.

Minutes Approved: Trustee Wagner moved, seconded by Trustee Testa to approve the minutes of the Regular Meeting of June 19, 2023. Ayes: Wagner, Taglia, Testa. Motion Carried.

Bill Listing: Review and discussion ensued. Trustee Wagner moved, seconded by Trustee Testa to approve the bill listing dated July 17, 2023 in the amount of \$389,643.19 and to pay when funds are available prior to their due date. Ayes: Wagner, Taglia, Testa. Motion Carried.

Water Shut Off List: Business Administrator Hoving presented a list of delinquent accounts dated July 17, 2023. The list represented a total amount due to the district of \$24,777.55 Trustee Wagner moved, seconded by Trustee Testa to approve the water shut off list dated July 17, 2023 as presented. Ayes: Wagner, Taglia, Testa. Motion Carried.

Reconciliation Report – June 2023: Business Administrator Hoving presented the June Reconciliation report for review and discussion. Trustee Wagner moved, seconded by Trustee Testa to approve the Reconciliation report for June 2023 as presented. Ayes: Wagner, Taglia, Testa. Motion Carried.

Engineer's Report: Engineer Mark Halm updated the board on the status of IEPA loan financing for the UV and belt press project. Mr. Halm stated the EPA's final funding list showed that the district did not score high enough to obtain funding in the initial round. He further stated the district is second on the list to receive by-pass funding sometime after the first of January.

Manager's Report - June 2023: Manager Listwan presented his report for the month of May. Manager Listwan did not report any excursions from the permit for the month. Trustee Wagner moved, seconded by Trustee Testa to approve the Manager's Report for June 2023 and place it on file. Ayes: Wagner, Taglia, Testa. Motion Carried.

Resolution 2023-02: Manager Listwan presented resolution R-2023-02 – a resolution to waive bidding for the repair of the west bar screen. Manger Listwan noted that the bar screen needs repair and that original equipment manufacturer parts were only able to be supplied by one contractor – DPS equipment. Trustee Wagner made a motion; seconded by Trustee Testa to approve resolution R-2-2023-02 waiving the bidding requirement for the bard screen repair. Ayes: Talia, Testa and Wagner. Motion carried.

Resolution 2023-03: Manager Listwan presented resolution R-2023-03 – a resolution to approve Trustee's Wagner and Testa as official signers for Old National Bank. Trustee Testa moved; seconded by Trustee Wagner to approve Resolution R-2023-03 to approve Trustee Wagner and Trustee as authorized signers at Old National Bank. Ayes: Taglia, Testa and Wagner. Motion Carried.

Trustee Reports:

Trustee Wagner reported that he followed up on last months topic regarding community funding projects. He said that a new list will be started in February.

Trustee Wagner noted that there will be a post in the Village matters summer addition regarding the district accepting used cooking oil.

Trustee Wagner said that the environmental concerns committee would be holding its next meeting at Sugar Creek where they will receive a tour of the creek rehabilitation project that was completed.

16 W Kenilworth Meter Reads: Business Administrator Hoving gave an update on 16 W Kenilworth. He stated that no further information was received and that a calculation using the districts CD interest rates plus inflation based on CPI netted a refund of \$5,894.00 due to the residents should they accept the offer. Trustee Wagner made a motion; seconded by Trustee Testa to approve the refund offer of \$5894.00 to the residents at 16 W Kenilworth for the overbilling due to issues with their meter installed by the village in 2003. Ayes: Taglia, Testa and Wagner. Motion carried.

Combined Billing with Villa Park: Business Administrator Hoving and Manager Listwan updated the board on their meeting with Villa Park staff regarding combined billing. Mr. Hoving stated that there was interest on behalf of the village to handle billing for the district however no specifics were discussed. Discussion ensued on the entire proposition. Trustee Taglia was hesitant about the village controlling the district's only source of revenue. Trustee Wagner said that he believes it would be beneficial for the district and the village to work together. The board asked staff to set up another meeting with the village regarding billing and other issues where the two entities should work together. Trustee Wagner asked if he could be present at the next meeting. Mr. Hoving stated he would reach out to the village to set up another meeting.

Staffing: Business Administrator Hoving and Manager Listwan updated the board regarding future staffing. Mr. Hoving was looking for clarification from the board on exactly how they wanted to proceed with the new hire, more specifically, what the board expected of the new hire. Mr. Hoving stated that the previous board thought that hiring an executive director and a plant superintendent would be wise in order to ease the number of administrative tasks that Manager Listwan was doing. These tasks limit the manager from the primary task of supervising the plant operations. Discussion ensued and the trustees asked staff to come up with a job description for the plant superintendent position.

Meeting Adjourned

Trustee Wagner moved, seconded by Trustee Testa to adjourn the meeting at 7:25 p.m. Ayes: Wagner, Taglia, Testa. Motion Carried.

APPROVED _____
Robert Taglia, President

ATTEST _____
Robert J Wagner, Clerk

Prepared by: Ray Hoving, Business Administrator

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Seq	Seq Amount
11							
08/23	08/21/2023	35084	5276	ANN MARIE FITZGERALD	CUSTOMER REFUND	1	596.68
08/23	08/21/2023	35085	590	BLUE CROSS BLUE SHIELD IL	EMPLOYEE HEALTH INSURANCE PRE	1	11,437.86
08/23	08/21/2023	35086	70	C. ACITELLI HEATING & PIPING	ADMIN AIR CONDITIONING	1	1,326.07
08/23	08/21/2023	35086	70	C. ACITELLI HEATING & PIPING	HEAT EX 1 AIR HANLER	1	208.00
08/23	08/21/2023	35087	755	CERTIFIED BALANCE & SCALE	LAB BALANCE CALIBRATION	1	198.00
08/23	08/21/2023	35088	5277	CHARLES SPARKS	CUSTOMER REFUND	1	16.88
08/23	08/21/2023	35089	860	CINTAS CORP #769	MAT CLEANING SERVICE	1	136.25
08/23	08/21/2023	35089	860	CINTAS CORP #769	MAT CLEANING SERVICE	1	136.25
08/23	08/21/2023	35090	5077	CINTAS CORP. #0343	FIRST AID SUPPLIES	1	205.08
08/23	08/21/2023	35091	4956	CITI CARDS	GODADDY WEBSITE	1	22.17
08/23	08/21/2023	35091	4956	CITI CARDS	UV BULBS	2	451.53
08/23	08/21/2023	35091	4956	CITI CARDS	BATTERY B/U-SCADA	3	419.22
08/23	08/21/2023	35091	4956	CITI CARDS	BATTERIES PLUS	4	85.00
08/23	08/21/2023	35091	4956	CITI CARDS	NOFSINGERS AUTO-CMAX	5	1,439.33
08/23	08/21/2023	35091	4956	CITI CARDS	WATER ENVIRONMENT FED	6	110.00
08/23	08/21/2023	35091	4956	CITI CARDS	AT&T-BILL	7	206.48
08/23	08/21/2023	35091	4956	CITI CARDS	FLOWERS	8	140.75
08/23	08/21/2023	35091	4956	CITI CARDS	UV LAMPS	9	2,498.29
08/23	08/21/2023	35091	4956	CITI CARDS	GAS-PICKUP	10	130.67
08/23	08/21/2023	35092	4769	COMCAST CABLE	SPLIT DISTRIBUTION	1	341.68
08/23	08/21/2023	35092	4769	COMCAST CABLE	SPLIT DISTRIBUTION	2	126.37
08/23	08/21/2023	35093	4831	DELTA DENTAL OF ILLINOIS	EE DENTAL PREMIUM	1	684.48
08/23	08/21/2023	35094	5283	DONNA WILHOIT	CUSTOMER REFUND	1	712.66
08/23	08/21/2023	35095	5278	DOROTHY BOULAHANIS	CUSTOMER REFUND	1	211.59
08/23	08/21/2023	35096	5220	FEHR GRAHAM	ENGINEERING RETAINER	1	400.00
08/23	08/21/2023	35096	5220	FEHR GRAHAM	PHASE 7 DESIGN	1	50,484.00
08/23	08/21/2023	35097	4776	FRAMEWORK COMMUNICATIONS	PHONE/CABLE MAINTENANCE	1	173.25
08/23	08/21/2023	35098	1010	HERITAGE CRYSTAL CLEAN INC	PARTS CLEAN SERVICE	1	304.14
08/23	08/21/2023	35099	1940	HOME DEPOT CREDIT SERVICES	WATER	1	27.96
08/23	08/21/2023	35099	1940	HOME DEPOT CREDIT SERVICES	WATER	2	27.96
08/23	08/21/2023	35099	1940	HOME DEPOT CREDIT SERVICES	TRUCK HARDWARE	3	21.60
08/23	08/21/2023	35100	5045	INDUSTRIAL REPAIR SERVICE	POWER SUPPLY REPLACE	1	933.83
08/23	08/21/2023	35101	5279	JON MARK & KATHY BUSSERT	CUSTOMER REFUND	1	200.00
08/23	08/21/2023	35102	5282	KRUGER	DISC FILTER PARTS	1	1,597.13
08/23	08/21/2023	35103	3505	LOMBARD ACE HARDWARE INC	PULLEY/BELTS	1	18.98
08/23	08/21/2023	35103	3505	LOMBARD ACE HARDWARE INC	PAINT SUPPLIES	2	130.75
08/23	08/21/2023	35104	5280	MARIO ALIANO	CUSTOMER REFUND	1	415.67
08/23	08/21/2023	35105	3355	METLIFE SBC	LIFE INSURANCE PREMIUM	1	325.13
08/23	08/21/2023	35106	5244	MIDAMERICAN ENERGY SERVICES LL	ELECTRICITY	1	30,075.13
08/23	08/21/2023	35107	5124	NCPERS GROUP LIFE INS		1	25.00
08/23	08/21/2023	35108	2885	NICOR GAS	GAS DELIVERY	1	484.01
08/23	08/21/2023	35109	2140	OPP. FRANCHISING INC.	CLEANING SERVICE	1	259.69
08/23	08/21/2023	35110	4894	PINNACLE SERVICES INC	FRONT GATE	1	1,181.47
08/23	08/21/2023	35110	4894	PINNACLE SERVICES INC	UV REPAIRS	2	1,181.47
08/23	08/21/2023	35111	3240	PURCHASE POWER	POSTAGE METER - REFILL	1	251.00
08/23	08/21/2023	35112	5281	RAYMOND CERVENY	CUSTOMER REFUND	1	1,043.50
08/23	08/21/2023	35113	4704	REPUBLIC SERVICES #551	REFUSE SERVICE	1	1,549.29
08/23	08/21/2023	35114	4812	ROBERT T.C. KAY P.C.	RETAINER FEE	1	400.00
08/23	08/21/2023	35114	4812	ROBERT T.C. KAY P.C.	JULY/AUGUST LEGAL FEES	1	605.00
08/23	08/21/2023	35115	4780	SALT CREEK SANITARY DISTRICT	MONTHLY TRANSFER TO REPL FUND	1	1,187.93
08/23	08/21/2023	35116	4780	SALT CREEKS SANITARY DISTRICT	MONTHLY TRANSFER TO IMP FUND	1	22,570.74
08/23	08/21/2023	35117	4780	SALT CREEK SANITARY DISTRICT	TRANSFER TO PHASE 3	1	78,840.23
08/23	08/21/2023	35118	140	SOLENIS LLC	POLYMER	1	5,885.29
08/23	08/21/2023	35119	5242	STEWART SPREADING	SLUDGE HAULING	1	19,395.20
08/23	08/21/2023	35120	3830	SUBURBAN LABORATORIES INC	LAB ANALYSIS	1	2,097.65
08/23	08/21/2023	35121	775	SYMMETRY ENERGY SOLUTIONS LLC	MONTHLY NAT. GAS	1	1,182.82

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Seq	Seq Amount
08/23	08/21/2023	35122	5169	THIRD MILLENIUM ASSOCIATES	MONTHLY UTIL BILL PROCESSING	1	624.68
08/23	08/21/2023	35123	4075	USA BLUEBOOK	HYDRANT WRENCH	1	189.63
08/23	08/21/2023	35123	4075	USA BLUEBOOK	UV LAMPS	1	1,413.57
08/23	08/21/2023	35124	4230	VILLA PARK ACE HARDWARE	UV HARDWARE	1	131.87
08/23	08/21/2023	35125	4190	VILLAGE OF VILLA PARK	MONTHLY WATER SUPPLY	1	56.73
08/23	08/21/2023	35126	4275	VISION SERVICE PLAN (IL)	VISION INSURANCE PREMIUM	1	111.37
Total 11:							247,644.96
Grand Totals:							247,644.96

BILLS FOR AUGUST 2023 MEETING, CONTINUED

<u>OLD NATIONAL BANK</u>	Bal. Fwd.		\$	145,046.06
Payroll	Description			
Wages	PAYROLL	7/2/2023 7/15/2023	\$	21,251.01
	PAYROLL	7/16/2023 7/29/2023	\$	21,913.34
Wages	PAYROLL	7/30/2023 8/12/2023		21,272.07
	August Trustee Compensation			1,500.00
			\$	<u>65,936.42</u>
	Corporate Fund Total		\$	210,982.48
 <u>IMPROVEMENT FUND</u>			\$	-
	-			
	-			
				-
	Total Improvement Fund		\$	<u>-</u>
	TOTAL BILL LISTING		\$	210,982.48

Report Criteria:

Standard payment customers
 Current period: 09/10/2023 - Transactions included through: 09/10/2023
 Shutoff minimum of \$50.00 compared to delinquent balance
 Customer.Customer Number = All
 Customer.Name = All
 Customer.Cycle = 3
 Group Code.Group Code = All
 Customer Type.Customer Type = All

Customer Number	Name/Service Address	Mailing Address	Telephone Number	Message	Past Due	Balance
5-050170-75	SALGADO, ELVER 114 N PRINCETON AVE	114 N PRINCETON AVE VILLA PARK IL 60181-2337		Zeroth Time	72.40	79.64
5-050790-52	ROBERTS, ASHLEY 104 N ARDMORE AVE	104 N ARDMORE AVE VILLA PARK IL 60181-2349	209-627-7827	Zeroth Time	151.06	159.06
5-050950-07	PORTER, TIMOTHY 4 E ELM ST	4 E ELM ST VILLA PARK IL 60181-2359	630-414-9826	Zeroth Time	80.00	88.00
5-051270-45	COTTAGE HILL PROPERTIES 28 E ST CHARLES RD	524 W SAINT CHARLES RD VILLA PARK IL 60181-2478		Zeroth Time	82.23	88.62
5-051380-76	PASTRANA, MARGARITA 105 N CORNELL AVE	105 N CORNELL AVE VILLA PARK IL 60181-2358		Zeroth Time	138.21	144.81
5-052250-28	THOMAS, JEAN 14 N CHARLES AVE	14 N CHARLES AVE VILLA PARK IL 60181-2351		Zeroth Time	130.45	143.49
5-053140-56	PAGAN, WILLIAM 168 N MYRTLE AVE	168 N MYRTLE AVE VILLA PARK IL 60181-2225	773-640-4369	Zeroth Time	105.30	115.83
5-053480-43	ZITKOVIC, STEPHEN 309 E ELM ST	309 E ELM ST VILLA PARK IL 60181-2214	630-800-0139	Zeroth Time	94.00	103.40
5-053890-22	RUIZ, MARIA 143 N MYRTLE AVE	143 N MYRTLE AVE VILLA PARK IL 60181-2226		First Time	124.32	135.04
5-054090-13	RODRIGUEZ, WIELMER 126 N VILLA AVE	126 N VILLA AVE VILLA PARK IL 60181-2246		Zeroth Time	89.30	98.23
5-054100-36	WOJCIK, OLIVIA 124 N VILLA AVE	124 N VILLA AVE VILLA PARK IL 60181-2246	630-532-3494	Zeroth Time	100.95	111.05
5-060230-29	LAESCH, KELLY 515 N FULTON AVE	515 N FULTON AVE VILLA PARK IL 60181-1729		Zeroth Time	93.17	103.27
5-060350-33	HOLLIDAY, SHARON 320 E PLYMOUTH ST	320 E PLYMOUTH ST VILLA PARK IL 60181-1744	331-307-8113	Zeroth Time	135.01	148.51
5-060680-28	FISCHER, FRED 446 N GERARD AVE	PO BOX 6539 VILLA PARK IL 60181-6539		Zeroth Time	388.27	389.27
5-060770-72	RZESZOWSKA, PAULINA 441 N FULTON AVE	441 N FULTON AVE VILLA PARK IL 60181-1726		Zeroth Time	129.98	137.28
5-060910-53	ALFARO, RAQUEL 442 N FULTON AVE	442 N FULTON AVE VILLA PARK IL 60181-1727	630-430-4801	Zeroth Time	94.00	103.40
5-061100-61	MORALES, CARLOS 526 N ELLSWORTH AVE	526 N ELLSWORTH AVE VILLA PARK IL 60181-1724		Zeroth Time	129.00	141.90
5-061440-27	WYSZYNSKI, COURTNEY 506 N DOUGLAS AVE	506 N DOUGLAS AVE VILLA PARK IL 60181-1720		Zeroth Time	77.80	90.00

Customer Number	Name/Service Address	Mailing Address	Telephone Number	Message	Past Due	Balance
5-061500-59	SZYMCZAK, DAMIAN 440-442 N DOUGLAS AVE	440 N DOUGLAS AVE VILLA PARK IL 60181-1768		Zeroth Time	546.11	713.91
5-061670-90	DOYLE, DANIELLE 517 N CHATHAM AVE	517 N CHATHAM AVE VILLA PARK IL 60181-1718	630-217-6759	Zeroth Time	87.35	96.09
5-061870-33	POZOS, HAYEE 441 N BEVERLY AVE	441 N BEVERLY AVE VILLA PARK IL 60181-1712		Zeroth Time	97.44	98.44
5-062670-86	HERMOSILLO, AIREL 219-221 E VERMONT AVE	219 E VERMONT ST VILLA PARK IL 60181-2261	630-806-1330	Zeroth Time	123.03	135.33
5-062840-49	LUANGO, EYLEEN 403 N GERARD AVE	403 N GERARD AVE VILLA PARK IL 60181-2255	630-991-1107	Zeroth Time	78.38	94.78
5-062920-48	PORTILLO VILLAREAL, JOSE 406 N HAMILTON AVE	406 N HAMILTON AVE VILLA PARK IL 60181-2256	847.624.0783	Zeroth Time	80.00	88.00
5-063580-51	MCFARLAND-WRIGHT, YVETTE 321 N SUMMIT AVE	PO BOX 1245 HICKSVILLE NY 11802-1245	708-536-3177	Zeroth Time	334.46	367.90
5-063620-23	ABREU, ERWIN 219 E MAPLE AVE	219 E MAPLE AVE VILLA PARK IL 60181-2222		Zeroth Time	127.33	140.06
5-063640-08	AVILES, CARLOS 227 E MAPLE AVE	227 E MAPLE AVE VILLA PARK IL 60181-2222	205-441-3601	Zeroth Time	162.46	170.83
5-063720-33	CURTIN, DAVID 259 E MAPLE AVE	259 E MAPLE AVE VILLA PARK IL 60181-2222	630-833-6314	Second Time	103.10	113.41
5-064220-18	GUZMAN, STEPHANIE 301 PINE ST	301 PINE ST VILLA PARK IL 60181-2236	262-744-6096	Zeroth Time	73.00	80.30
5-064360-84	GANZ, TORI 302 E OAK ST	302 E OAK ST VILLA PARK IL 60181-2231	815-291-1518	Zeroth Time	114.78	126.26
5-064450-58	PABON, HENRY 226 E OAK ST	226 E OAK ST VILLA PARK IL 60181-2229		Second Time	87.00	95.70
5-064560-45	GLICKLEY, WILLIAM 124 E DIVISION ST	124 E DIVISION ST VILLA PARK IL 60181-2204		Second Time	136.00	149.60
5-065000-87	TAYLOR, NICHOLAS 238 N CORNELL AVE	238 N CORNELL AVE VILLA PARK IL 60181-2161	815-999-0602	Zeroth Time	135.18	148.70
5-070110-53	ADAM, KELLY & DON 15 S MICHIGAN AVE	15 S MICHIGAN AVE VILLA PARK IL 60181-2562	331-262-2467	Zeroth Time	150.52	158.38
5-070560-98	ZACCONE, ROBERT & GINELLE 114 W KENILWORTH AVE	114 W KENILWORTH AVE VILLA PARK IL 60181-2519		Zeroth Time	68.02	73.92
5-070680-42	MOLENDIA, STEPHEN & CHRISTINA 208 W KENILWORTH AVE	208 W KENILWORTH AVE VILLA PARK IL 60181-2522		Zeroth Time	77.10	84.81
5-070730-25	MILLER, JENNIFER 228 W KENILWORTH AVE	228 W KENILWORTH AVE VILLA PARK IL 60181-2522	630-941-7372	First Time	137.02	144.32
5-070740-76	ANCY JR, HENRY 232 W KENILWORTH AVE	232 W KENILWORTH AVE VILLA PARK IL 60181-2522	630-279-5528	Second Time	69.91	76.90
5-071320-22	WENTWORTH, CHARLES 334 S WISCONSIN AVE	334 S WISCONSIN AVE VILLA PARK IL 60181-2554	731-7697	Zeroth Time	52.00	57.20
5-071480-36	FOLEY, ERIN 355 S WISCONSIN AVE	355 S WISCONSIN AVE VILLA PARK IL 60181-2555	312-307-8054	Zeroth Time	165.10	173.80

Customer Number	Name/Service Address	Mailing Address	Telephone Number	Message	Past Due	Balance
5-071680-37	FRAUSTO, JOSUE 209 S WISCONSIN AVE	209 S WISCONSIN AVE VILLA PARK IL 60181-2553	708-724-3788	Zeroth Time	67.60	69.30
5-071840-34	SANTOS, CASSIE 105 S WISCONSIN AVE	105 S WISCONSIN AVE VILLA PARK IL 60181-2551	630-666-2765	Zeroth Time	73.00	80.30
5-072140-45	HESELTON, ROBERT 334 S MICHIGAN AVE	334 S MICHIGAN AVE VILLA PARK IL 60181-2530		Zeroth Time	99.15	109.07
5-072260-46	MCDONALD, DENISE 323 S MICHIGAN AVE	323 S MICHIGAN AVE VILLA PARK IL 60181-2531		Zeroth Time	99.50	109.45
5-072440-88	SAUCEDO, JEOVANNI 139 S MICHIGAN AVE	139 S MICHIGAN AVE VILLA PARK IL 60181-2527		Zeroth Time	54.43	59.87
5-073130-36	GIRON, MILDRED 110 S YALE AVE	110 S YALE AVE VILLA PARK IL 60181-2556	847-980-1270	Zeroth Time	52.00	57.20
5-073860-96	JACOBS, SACHIYO 44 W SCHOOL ST	44 W SCHOOL ST VILLA PARK IL 60181-2540		Zeroth Time	72.08	79.18
5-074110-31	HANO, ALEX 107 S PRINCETON AVE	107 S PRINCETON AVE VILLA PARK IL 60181-2533		Zeroth Time	69.16	76.08
5-074140-73	HERRERA, ELISEO 106 S ARDMORE AVE	106 S ARDMORE AVE VILLA PARK IL 60181-2673	708-705-9227	Second Time	105.31	115.84
5-074180-35	LARA, ANTONIO 120 S ARDMORE AVE	120 S ARDMORE AVE VILLA PARK IL 60181-2673	630-430-7604	Zeroth Time	87.00	95.70
5-074270-24	ELWING, KELLIE 218 S ARDMORE AVE	218 S ARDMORE AVE VILLA PARK IL 60181-2612	630-877-4802	Zeroth Time	79.78	87.76
5-080260-15	WEASER, KIMBERLEE 145 E KENILWORTH AVE	145 E KENILWORTH AVE VILLA PARK IL 60181-2636	630-418-7177	Zeroth Time	88.23	108.55
5-080560-47	DEGNAN, WILLIAM 411 S ARDMORE AVE	411 S ARDMORE AVE VILLA PARK IL 60181-2927		Second Time	85.23	93.75
5-080850-37	BARRETT, DEBORAH 502 S CORNELL AVE	502 S CORNELL AVE VILLA PARK IL 60181-2948	331-979-7141	Zeroth Time	68.41	75.25
5-081130-16	ADAM VARNAS 435 S CORNELL AVE	435 S CORNELL AVE VILLA PARK IL 60181-2947		Zeroth Time	52.00	56.81
5-081190-78	HOFFSWELL JR, KENNETH 511 S CORNELL AVE	511 S CORNELL AVE VILLA PARK IL 60181-2949		Zeroth Time	87.00	95.70
5-081600-56	TYRELL, JAMES & LAURA KOLB 304 S ILLINOIS AVE	304 S ILLINOIS AVE VILLA PARK IL 60181-2922	630-841-4999	Zeroth Time	66.00	72.60
5-082040-28	SCHNEIDER, JORDAN 522 S SUMMIT AVE	522 S SUMMIT AVE VILLA PARK IL 60181-2969	708-691-6749	Zeroth Time	129.00	141.90
5-082480-25	USHER, MATTHEW 411 S SUMMIT AVE	376 MISSION AVE VILLA PARK IL 60181-1903		Zeroth Time	77.61	82.11
5-082720-38	NATHAN HUGGINS 234 E WASHINGTON ST	234 E WASHINGTON ST VILLA PARK IL 60181-3013		Zeroth Time	144.02	152.02
5-082770-25	GARCEA, PATRICIA AND PETER 530 S EUCLID AVE	530 S EUCLID AVE VILLA PARK IL 60181-2910		First Time	168.09	180.29
5-083790-83	MANNING, JOANNE 214 E KENILWORTH AVE	214 E KENILWORTH AVE VILLA PARK IL 60181-2637	630-806-5866	Zeroth Time	61.00	74.60

Customer Number	Name/Service Address	Mailing Address	Telephone Number	Message	Past Due	Balance
5-083900-14	VENETIS, MICHAEL 132 S EUCLID AVE	132 S EUCLID AVE VILLA PARK IL 60181-2626		Zeroth Time	144.30	150.83
5-084730-77	START, MICHAEL 41 S MONTEREY AVE	41 S MONTEREY AVE VILLA PARK IL 60181-2751		Zeroth Time	73.00	80.30
5-085030-13	LAUER, AMANDA 44 S OAKLAND AVE	44 S OAKLAND AVE VILLA PARK IL 60181-2755	630-664-5978	Zeroth Time	73.00	80.30
5-085320-35	JAJIC, MILAN 54 S VILLA AVE #B	54 S VILLA AVE STE B VILLA PARK IL 60181-2691	312-933-2062	Zeroth Time	117.30	123.75
5-085480-23	SZABO, PETER 37 S EUCLID AVE	37 S EUCLID AVE VILLA PARK IL 60181-2625	630.776.1462	Zeroth Time	101.48	106.68
5-085550-45	SASINKA, GREGORY 44 S EUCLID AVE	44 S EUCLID AVE VILLA PARK IL 60181-2624		Zeroth Time	193.17	203.27
5-086120-34	DIAZ, JEFF 25 S ILLINOIS AVE	25 S ILLINOIS AVE VILLA PARK IL 60181-2631	834-3738	First Time	256.60	272.30
5-086190-53	EGERT, TERESA 42 S ILLINOIS AVE	42 S ILLINOIS AVE VILLA PARK IL 60181-2630	630-441-0317	Zeroth Time	192.00	211.20
Grand Totals:					<u>8,257.19</u>	<u>9,071.40</u>

Report Criteria:

Standard payment customers

Current period: 09/10/2023 - Transactions included through: 09/10/2023

Shutoff minimum of \$50.00 compared to delinquent balance

Customer.Customer Number = All

Customer.Name = All

Customer.Cycle = 3

Group Code.Group Code = All

Customer Type.Customer Type = All

GENERAL FUND - Old National BANK

BALANCE - JUNE 30, 2023		\$ 422,905.03
CASH RECEIPTS:		
TRANSFER FROM USER ACCOUNT	<u>\$ 400,000.00</u>	400,000.00
CASH DISBURSEMENTS:		
Regular Checks	\$ 202,432.29	
Payroll Checks	28,874.64	
Electronic Tax Pay	13,341.89	
Transfer to Debt Srvc. Fund Ph. 3	23,402.61	
Transfer to Improvement Fund	15,646.72	
Transfer to Replacement Fund	823.68	
IMRF	3,891.21	
Select Account - ER HSA Cont.	1,200.00	
USPS - July Billing	1,533.60	
Paychex - June Payroll Processing	314.68	
Nationwide Retirement	1,100.00	
Payment Service Network - Electronic Payments	572.10	
Premium Only Plan Fees	<u>164.00</u>	<u>293,297.42</u>
BALANCE - JULY 31, 2023		\$ 529,607.61

DEPOSITORY ACCOUNTS

	<u>Old National</u>	<u>INLAND</u>	<u>BALANCE</u>
BALANCE - JUNE 30, 2023	\$45,406.79	\$50,315.53	\$ 95,722.32
Receipts	472,129.50	6,811.02	478,940.52
NSF/Bank Errors	(111.11)	192.72	81.61
Interest		0.90	0.90
Transfers	<u>(400,000.00)</u>	<u>-</u>	<u>(400,000.00)</u>
BALANCE - JULY 31, 2023	\$117,425.18	\$57,320.17	\$174,745.35

REPLACEMENT FUND				
5/3 BANK				
BALANCE - JUNE 30, 2023				\$ 73,538.98
REVENUE:				
	Transfer from Old National Bank	\$ 823.68		
	Interest Income	<u>40.64</u>		864.32
EXPENDITURES:				-
BALANCE - JULY 31, 2023				\$ 74,403.30

IMPROVEMENT FUND				
5/3 BANK				
BALANCE - JUNE 30, 2023				\$ 392,630.42
REVENUE:				
	Transfer from Old National Bank	\$ 15,646.72		
	Interest Income	<u>252.77</u>		15,899.49
EXPENDITURES:				-
BALANCE - JULY 31, 2023				\$ 408,529.91

DEBT SERVICE FUND					
5/3 BANK					
CAPITAL CHARGE/DEBT SERVICE FUNDS		Phase 3	Phase 4	Phase 5	
BALANCE - JUNE 30, 2023		\$ 138,687.26	\$ 158,332.50	\$ (45,688.19)	\$ 324,679.80
REVENUE:					
	Transfer From Old National Bank	\$ 23,402.61	\$ -	\$ -	
	Interest Income	<u>118.94</u>			
		\$ 23,521.55	\$ -	\$ -	23,521.55
EXPENDITURES:					
	IEPA PH 4 Loan Payment #16		\$ 148,956.79		
			<u>\$ -</u>		<u>148,956.79</u>
BALANCE - JULY 31, 2023		\$ 162,208.81	\$ 9,375.71	\$ (45,688.19)	\$ 199,244.56

CORPORATE FUND				
5/3 BANK				
BALANCE - JUNE 30, 2023				\$ 210,115.65
REVENUE:				
	REPLACEMENT TAX INCOME	\$ -		
	Interest Income	<u>19,437.75</u>		
		<u>122.56</u>		
		\$ 19,560.31		19,560.31
EXPENDITURES:				-
BALANCE - JULY 31, 2023				\$ 229,675.96

5/3 BROKERGAGE ACCOUNTS

IMPROVEMENT ACCOUNT- 067-602189

BALANCE - JUNE 30, 2023			\$	958.58
REVENUE:	Interest Income	0.38		
		-		
		-		0.38
<hr/>				
EXPENDITURES:		-		
		-		
		-		-
<hr/>				
BALANCE - JULY 31, 2023			\$	958.96

REPLACEMENT ACCOUNT- 067-602462

BALANCE - JUNE 30, 2023			\$	778.68
REVENUE:	Interest Income	0.31		
		-		0.31
<hr/>				
EXPENDITURES:		-		
		-		-
<hr/>				
BALANCE - JULY 31, 2023			\$	778.99

DEBT SERVICE ACCOUNT- 067-602188

BALANCE - JUNE 30, 2023			\$	2,569.62
REVENUE:	Interest Income	1.02		
		-		
		-		1.02
<hr/>				
EXPENDITURES:		-		
		-		
		-		-
<hr/>				
BALANCE - JULY 31, 2023			\$	2,570.64

CORPORATE ACCOUNT- 067-602199

BALANCE - JUNE 30, 2023			\$	538.03
REVENUE:	Interest Income	12.89		
		-		
		-		12.89
<hr/>				
EXPENDITURES:		-		
		-		-
<hr/>				
BALANCE - JULY 31, 2023			\$	550.92

INVESTMENTS AS OF JULY 31, 2023

TYPE OF INVESTMENT	DATE PURCHASED	COST	PAR VALUE	RATE	YIELD	MATURITY DATE
<u>REPLACEMENT ACCOUNT (RESTRICTED)</u>						
US Treasury	11/9/2022	100,770.42	105,000.00	0.375%	4.000%	10/31/2023
		\$ 100,770.42	\$ 105,000.00			
<u>IMPROVEMENT ACCOUNT</u>						
US Treasury	11/9/2023	113,246.75	118,000.00	0.375%	4.000%	10/31/2023
		\$ 113,246.75	\$ 118,000.00			
<u>CORPORATE ACCOUNT</u>						
US Treasury	3/2/2023	320,039.89	328,000.00	0.000%	0.050%	8/31/2023
US Treasury	6/30/2023	309,216.18	313,000.00	0.000%	0.050%	9/26/2023
US Treasury	11/9/2022	252,405.90	263,000.00	0.375%	4.000%	10/31/2023
US Treasury	12/13/2022	620,714.02	645,000.00	0.500%	4.550%	11/30/2023
		\$ 1,502,375.99	\$ 1,549,000.00			
<u>DEBT SERVICE ACCOUNT (RESTRICTED)</u>						
US Treasury	11/9/2022	419,353.17	437,000.00	0.375%	4.000%	10/31/2023
US Treasury	12/13/2022	249,913.65	261,000.00	0.000%	4.550%	11/30/2023
		\$ 669,266.82	\$ 698,000.00			

<u>Investment Summary</u>	7/31/2023		7/30/2022		Total Investments (CD's + Brokerage)	
	7/31/2023	7/30/2022	7/31/2023	7/31/2022	7/31/2023	7/31/2022
Corporate Account	\$ 1,502,375.99	\$ 1,120,000.00	\$ 1,732,602.87	1,222,647.94		
Imp. & Expansion Account	113,246.75	113,000.00	114,205.71	113,497.27		
Replacement Account	100,770.42	100,000.00	101,549.41	100,921.33		
Debt Service Account	669,266.82	750,000.00	671,837.46	767,603.57		
Total Investments	\$ 2,385,659.98	\$ 2,083,000.00	\$ 2,620,195.45	\$ 2,204,670.11		

Robert J Wagner, Clerk

**ACCOUNTS RECEIVABLE ACTIVITY DURING
THE MONTH OF JULY 2023**

A/R Balance at Beginning of the Month					\$237,831.62
		# BILLS PRINTED	AMOUNT OF AVERAGE BILL	WEEKLY TOTALS	
1		<u>2987</u>	<u>\$185.07</u>	<u>552,791.53</u>	
		2,987	\$185.07	\$ 552,791.53	552,791.53
		NUMBER PAYMENTS	AVERAGE PAYMENT	WEEKLY TOTALS	
1		<u>2097</u>	<u>\$99.10</u>	<u>207,810.43</u>	
		2,097	\$99.10	\$ 207,810.43	207,810.43
		Deduct payments received but not recorded			435,239.85
		Deduct amount written off to Bad Debt			-
		Add payment adjustments (refunds)			-
		GENERAL LEDGER BALANCE AT END OF MONTH @ \$7.00 per 1000 gal			<u>\$147,572.87</u>
	Bal. One Year Ago	\$ 153,010.53	\$6.40/1000 gal		
	Bal. Two Years Ago	\$ 92,722.40	\$5.90/1000 gal		
	Bal. Three Years Ago	\$ 144,457.34	\$5.80/1000 gal		
	Bal. Four Years Ago	\$ 275,726.87	\$5.50/1000 gal		

TO: Board of Trustees
FROM: Business Administrator Hoving
DATE: August 21, 2023
SUBJECT: Corporate Fund Maturing Treasury Bill

Corporate Fund – Treasury Bill **\$328,000**

Recommendation: A Treasury Bill will be maturing on August 31, 2023 in the amount of \$328,000.00. It is recommended that the funds from the maturing treasury be re-invested for a term not to exceed 12 months.

Sent via Electronic Mail

August 10, 2023

Jim Listwan
District Manager
Salt Creek Sanitary District
201 South Route 83
Villa Park, Illinois 60181-6600

**RE: Proposal for Construction Engineering Services
Wastewater Treatment Plant, Phase VI Improvements, Villa Park, IL**

Dear District Manager Listwan:

Per request by the Salt Creek Sanitary District (SCSD), Fehr Graham is pleased to provide you with this proposal for construction engineering services related to the above-referenced project. Phase VI of wastewater treatment plant (WWTP) improvements will maintain the plant's ability to reliably meet its effluent permit limits by replacing the ultraviolet (UV) disinfection system and rehabilitating the belt filter press (BFP). The following is our proposed scope of services, fee, and timeline to complete these tasks:

SCOPE OF SERVICES

Construction Engineering Services

Fehr Graham will complete construction observation services along with construction contract management and Illinois Environmental Protection Agency (IEPA) loan management related to the WWTP Phase VI Improvements project. Construction observation services will consist of on-site observation of modifications to the existing UV channel and installation of the rehabilitated BFP equipment and new BFP system electrical control panel. Our observation team will track installed quantities with field measurements, GPS locations of improvements, and will obtain all necessary material certifications from the contractor as required by the IEPA State Revolving Fund (SRF) loan funding program.

A Resident Engineer will be on-site on an as-needed basis during substantial construction activities such as demolition of the excavation for the UV structure, concrete forming and pouring, existing UV equipment demolition, equipment installation, and equipment start-up. Contract management services will consist of organizing pay estimates and finalizing project closeout documents, shop drawing reviews, and contractor questions/work directives. Loan management will include all requirements of IEPA mandatory documentation, as well as preparation of loan disbursement requests.

EXCLUSIONS

The following items are **not** included in the scope of services:

- » Material testing (direct T&M if desired).
- » Preparation of record drawings.
- » Easement procurement and coordination.
- » Wetland delineation.
- » Wetland mitigation.
- » DNR, FEMA, IDOT, USACE permitting.
- » Environmental and soil remediation.
- » Utility relocation coordination and fees.

Any of the above services can be performed at an additional cost to the project upon request. Additional services and fees may be needed during the construction that were unforeseen during this scope of service and may be added by Owner's agreement directly during construction with a service amendment.

FEES

Based on the information available at this time, we are prepared to provide these construction engineering services as outlined for the following fee amounts:

Loan Administration and Management	\$ 12,000	Lump Sum
Construction Observation	\$ 98,000	Lump Sum
Project and Contract Management	\$ 37,000	Lump Sum
Total	\$ 147,000	

Note: This Fee Schedule is based on the Contract Schedule of work completed on or prior to April 1, 2025 with a total of 68 workdays of Construction Observation by the Resident Engineer. Construction observation services in excess of 68 workdays can be performed at an additional cost to the project upon request. Payment for the services rendered will be requested via a monthly invoice. Reimbursables are not to exceed more than 15% markup.

AUTHORIZATION

We appreciate the opportunity to provide you with this proposal. If this proposal meets your approval, please sign and return the attached Agreement Between Owner and Engineer for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope. If you should have any questions, please do not hesitate to contact me.

August 10, 2023
District Manager Jim Listwan
Salt Creek Sanitary District
Proposal for Construction Engineering Services
Wastewater Treatment Plant, Phase VI Improvements
Page 3

Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We look forward to working with you on this project.

Respectfully submitted,

Chris DeSilva, PE
Branch Manager

Michael W. Gronewold, PE
Principal

Enclosure (Agreement Between Owner and Engineer for Professional Services)

N:\Proposals\2023\Darryl Carstensen\SCSD\Phase VI Construction\SCSD Phase VI Improvements Construction Engr Proposal.docx

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

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

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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

THIS IS AN AGREEMENT effective as of August 21, 2023 (“Effective Date”) between
Salt Creek Sanitary District (“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:

Wastewater Treatment Plant Phase VI Improvements

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

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

Constuction Engineering Services

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 1.5% 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*~~

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

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in 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 approval by Owner. Such approval by Owner shall not be unreasonably delayed or withheld.
- 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~~

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

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 in which the Project is located.

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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

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, defend 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 in performing their duties defined herein with the appropriate reasonable standard of care. **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, defend 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 attorneys 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 indemnitor 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. Not Used.~~
- ~~F. Exhibit F, Construction Cost Limit. Not Used.~~
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- 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*

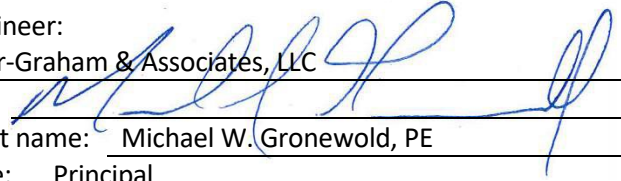
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority 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 any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:
Salt Creek Sanitary District
By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer:
Fehr-Graham & Associates, LLC
By: 
Print name: Michael W. Gronewold, PE
Title: Principal
Date Signed: August 21, 2023

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

Address for Owner's receipt of notices:
Salt Creek Sanitary District
201 South Route 83, PO Box 6600
Villa Park, Illinois 60181-6600
Designated Representative (Paragraph 8.03.A):
Jim Listwan
Title: District Manager
Phone Number: 630.832.3411
E-Mail Address: jlistwan.scsd@gmail.com

Address for Engineer's receipt of notices:
Fehr Graham
101 West Stephenson Street
Freeport, Illinois 61032
Designated Representative (Paragraph 8.03.A):
Darryl Carstensen, PE
Title: Project Manager
Phone Number: 630.423.0458
E-Mail Address: dcarstensen@fehrgraham.com

This is **EXHIBIT A**, consisting of 17 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2023.

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

A. Engineer shall:

1. ~~Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - a. ~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:~~
 - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. ~~Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
3. ~~Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
4. ~~Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
5. ~~Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables: []~~
- ~~15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any~~

Exhibit A – Engineer's Services

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~~other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~

- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

~~A1.02—Preliminary Design Phase~~

- ~~A. After acceptance by Owner of the IEPA Project and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~
- ~~3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~4. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
- ~~5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
- ~~7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~

- ~~8. Obtain and review Owner's instructions 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. Also obtain and review copies of Owner's 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 or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~
 - ~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - ~~a. Engineer will incorporate all Preliminary Design Phase documents, including the opinion of probable Construction Cost, into a Preliminary Design Memo, which shall represent the sole Preliminary Design Phase deliverable.~~
 - ~~b. Engineer will assist Owner in completing an application for Project financing through an Illinois Environmental Protection Agency Water Pollution Control Revolving Loan.~~~~
 - ~~10. Furnish three (3) electronic review copies of the Preliminary Design Memo Phase documents and opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within (90) days of authorization to proceed with this phase, and review them with Owner. Within (15) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 - ~~11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner two (2) electronic copies of the revised Preliminary Design Memo Phase documents, revised opinion of probable Construction Cost, and any other deliverables within (10) days after receipt of Owner's comments.~~
- ~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents and revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

~~A1.03 — Final Design Phase~~

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~

1. ~~Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
2. ~~Visit the Site as needed to assist in preparing the final Drawings and Specifications.~~
3. ~~Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.~~
4. ~~Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.~~
5. ~~After consultation with Owner, include in the Construction Contract Documents any specific 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.~~
6. ~~Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.~~
7. ~~In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.~~
8. ~~Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.~~
9. ~~Perform or provide the following other Final Design Phase tasks or deliverables:~~
 - a. ~~Engineer will assist Owner in completing an application for Project financing through an Illinois Environmental Protection Agency Water Pollution Control Revolving Loan.~~
10. ~~Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications and assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within (90) days of authorization to proceed with the Final Design Phase, and review them with Owner. Within (15) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.~~

- ~~11. Revise the final Drawings and Specifications and, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit two (2) final copies of such documents to Owner within (10) days after receipt of Owner's comments and instructions.~~
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications and, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.~~
- ~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- ~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 — Bidding or Negotiating Phase~~

- ~~A. After acceptance by Owner of the final Drawings and Specifications and, other Construction Contract Documents, bidding-related documents for no more than three (3) separate contracts 1. Well 2. Wellhouse/Treatment 3. Tower (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~
 - ~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~
 - ~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~~~

- ~~4. Consult with Owner as to the qualifications of prospective contractors.~~
 - ~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~
 - ~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
 - ~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~
 - ~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~
 - ~~9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - ~~a. Engineer will assist Owner in completing an application for Project financing through an Illinois Environmental Protection Agency Water Pollution Control Revolving Loan as well as an ICECF Grant.~~~~
- ~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

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. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
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

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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,

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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: N/A
 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 attached hereto as Exhibit E ("Notice of Acceptability of Work") 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. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. 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:
N/A
- 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 beyond the IEPA SRF Revolving Loan; 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 resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

Exhibit A – Engineer's Services

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6. Providing models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. 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.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. 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.
- ~~11. 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).~~
12. 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.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

Exhibit A – Engineer's Services

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14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. 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.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. 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.
19. 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.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. 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.
24. 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.
- ~~25. Overtime work requiring higher than regular rates.~~
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. 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).

Exhibit A – Engineer's Services

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29. 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; however, Engineer shall obtain verbal authorization prior to proceeding. 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" or 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.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2023.

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. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. 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.
- C. 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.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. 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.
- F. 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.
- G. 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. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. 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.
- J. 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.
- K. 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.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. 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.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, 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.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None.

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 1, 2023.

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

1. A Lump Sum amount of \$135,000.00 based on the following estimated distribution of compensation:

a. ~~IEPA Revolving Loan Application~~ \$[]

b. ~~Preliminary Design Phase~~ \$[]

1) ~~Final Design Phase~~ \$[]

c. ~~Bidding and Negotiating Phase~~ \$[]

d. Construction Engineering Phase

1) Loan Administration and Management \$ 12,000.00

2) Construction Observation \$ 98,000.00

3) Project and Contract Management \$ 37,000.00

e. ~~Post Construction Phase~~ \$[]

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [Permit Fees] ~~[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]~~.
 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated is conditioned on a period of service not exceeding nineteen (19) months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

~~C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment~~

- A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*
- ~~1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [] day construction schedule.~~
- B. *Compensation for Reimbursable Expenses:*
- ~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
 - ~~2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding related or other procurement documents, Construction Contract Documents, and similar Project related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
 - ~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [].~~

~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*~~

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

~~2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~3. *Estimated Compensation Amounts:*~~

~~a. 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.~~

~~b. 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 Engineer's services during 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.~~

~~4. 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.~~

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

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

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

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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 2023 EQUIPMENT CHARGEOUT SCHEDULE

<u>EQUIPMENT</u>	<u>RATE</u>
I. <u>Sampling Equipment</u>	
A. General Groundwater Sampling Equipment	\$315.00/day
B. General Soil Sampling Equipment	\$150.00/day
C. Submersible Pump (Includes Generator)	\$104.00/day
D. Battery Operated Submersible Purge Pump	\$36.00/day
E. Disposable Bailer	\$15.00/each
F. Mini-Troll Data Logger	\$106.00/day
G. Interface Probe	\$51.00/day
H. Environmental Field Vehicle	\$50.00/day or \$25.00/half-day
I. Solids Analysis Equipment	\$50.00/sample
J. GPR	\$350.00/day
II. <u>Biological Sampling Equipment</u>	
A. Boat and Trailer	\$200.00/day
B. Electrofishing Equipment	\$200.00/day
C. Macroinvertebrate Equipment	\$50.00/day
D. Petite Ponar	\$50.00/day
E. Secchi disk	\$10.00/day
III. <u>Water Quality Sampling Equipment</u>	
A. Water Quality Equipment (beta, churn, sampler)	\$30.00/day
B. Velocity Meter with wading rod	\$30.00/day
C. Multiparameter sonde	\$70.00/day
IV. <u>Safety Equipment</u>	
A. Confined Space Entry Safety Equipment	\$36.00/hour, 4 hr. minimum
B. Photo Ionization Detector (Mini-Rae)	\$106.00/day
C. Combustible and Oxygen Meter	\$100.00/day
D. First Aid/CPR Mannequins	\$50.00/set
V. <u>Surveying and CAD Equipment</u>	
A. Total Station Equipment	\$20.00/hour
B. GPS Equipment	\$20.00/hour
C. CAD Equipment	\$15.00/hour
D. Per Day Use of Fully Equipped Survey Vehicle/Half-Day Usage	\$68.00/day or \$34.00/half-day
E. Leica Scanner	\$30.00/hour
VI. <u>Miscellaneous</u>	
A. Coliwasa Sampler	\$25.00/each
B. Field Filters	\$30.00/each
C. Monitoring Well Cap	\$30.00/each
D. Monitoring Well Locks	\$20.00/each
E. pH/Conductivity Meter(s)	\$30.00/day
F. Quest Noise Survey Meter/Dosimeter	\$86.00/day

Exhibit C – Appendix 1: Reimbursable Expenses Schedule.

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EQUIPMENT

	<u>RATE</u>
G. Y S I D.O. Meter	\$46.00/day
H. ISCO Wastewater Sampler	\$100.00/day
I. ISCO Flow Meter	\$100.00/day
J. DOT Training Materials	\$25.00/each participant
K. Residual Chlorine Meter	\$25.00/day
L. Electronic Water Level Indicator	\$30.00/day
M. Cable Locator	\$50.00/day
N. ATV	\$50.00/day
O. Concrete Beam Mold/Breaker	\$20.00/each

1. Reimbursable Direct Expenses will be charged at invoice cost + 15%.
2. Vehicle Mileage (Where Applicable) \$0.655 per mile
3. Reproduction, postage, handling of plans for bidding and third-party use are Direct Expenses. (Blueprints \$1.00/page)

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

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:

2023 Personnel Chargeout Rates

Principal	\$200 - 270
Senior Project Manager	\$160 - 250
Project Manager	\$120 - 230

Engineering	
Lead Structural Engineer	\$190 - 220
Electrical Engineer	\$170 - 190
Senior Project Engineer	\$120 - 180
Project Engineer	\$110 - 160
CAD Manager	\$120 - 140
Designer	\$80 - 120
Staff Engineer	\$100 - 130
Engineer	\$80 - 170
Senior Structural Engineer	\$160 - 190
Senior Resident Engineer	\$120 - 160
Water/Wastewater Op Specialist	\$120 - 150
Senior Engineering Technician	\$90 - 160
Associate Engineering Technician	\$70 - 110
Engineering Technician	\$60 - 110

Landscape Architect Project Manager	\$135-184
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GIS Specialist	\$90 - 100
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Surveying	
Survey Manager	\$170 - 180
Land Surveyor	\$110 - 140
Surveyor	\$100 - 130
Survey Crew Chief	\$90 - 120
Survey Technician	\$60 - 90

Environmental Health and Safety	
Senior Project EHS Scientist	\$125 - 165
Senior EHS Scientist	\$110 - 150
EHS Project Scientist	\$100 - 140
EHS Scientist	\$90 - 120
EHS Specialist	\$70 - 110
EHS Technician	\$70 - 120
Project Hydrogeologist	\$90 - 130
Geologist	\$70 - 90
Staff Hydrogeologist	\$80 - 110
Hydrogeologist	\$70 - 100
Biologist	\$90 - 120
IT Consultant	\$70 - 160
Grant Writer/Community Development Specialist	\$90 - 120
Project Coordinator	\$70 - 120
Project Administrator	\$70 - 120
Project Assistant	\$79

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2023.

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 a Resident Project Representative (“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 than full time. 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 relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. 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.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is ~~EXHIBIT E~~, consisting of [] pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated [].



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

~~_____ The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:~~

- ~~1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.~~
- ~~2. This Notice reflects and is an expression of the Engineer's professional opinion.~~
- ~~3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.~~
- ~~4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.~~
- ~~5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.~~
- ~~6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.~~

By: _____

Title: _____

Dated: _____

This is ~~EXHIBIT F~~, consisting of [] pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated [] .

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

~~F5.02 — Designing to Construction Cost Limit~~

- ~~A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[] .~~
- ~~B. A bidding or negotiating contingency of [] percent will be added to any Construction Cost limit established.~~
- ~~C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- ~~D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- ~~E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- ~~F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

Exhibit F – Construction Cost Limit

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2023.

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: 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 or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000
- 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
- g. Other (specify): None.

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance

- 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) General Aggregate: \$1,000,000
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000

- d. Excess Umbrella Liability
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000

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

\$1,000,000

- f. Other (specify): None.

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

- b. _____
Engineer's Consultant

- c. [REDACTED]
Engineer's Consultant

- d. Salt Creek Sanitary District
[other]

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.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2023.

Dispute Resolution

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

H6.09 *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 a mutually agreed-upon mediator. 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.

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

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 Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, 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 (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.

- B. *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.

This is **EXHIBIT J**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2023.

Special Provisions

I. Illinois EPA Water Pollution Control Revolving Loan Program Requirements

The Agreement is supplemented to include the following agreement(s) of the parties in conformance with USEPA and IEPA Water Pollution Control Revolving Loan Program requirements:

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. DBE Advertisement
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.
 2. Audit and Access to Records Clause
 - a. Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representative shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 - b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - c. All information and reports resulting from access to records pursuant to the above 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.
 - d. The final audit report shall include the written comments, if any, of the audited parties.
 - e. Records 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 the Loan Rules Section 365 (Disputes) or litigation or the settlement of claims arising out of project performance or 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. Covenant Against Contingent Fees Clause

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. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against the for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property .
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period proceeding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

5. The scope of work is described in the contract/amendment. A detailed description of services that will be performed by the professional services provider during the design/construction phase must be included within the contract.
6. Design engineering or professional services phase contract completion date: It can be an actual date or a time period after construction is complete. Any time period that is 60 days or less after the construction completion date will automatically be approved. If additional time beyond 60 days is proposed to complete engineering services, you must provide justification and obtain IEPA approval. Design is normally complete prior to the construction permit issue date.
7. A method of compensation.

8. USEPA Nondiscrimination Clause

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

9. USEPA FairShare Percentage Clause

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 WPC Loan Program rules. As require by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

10. Total costs for design phase that are not being requested to be included in the loan and/or ineligible costs. Provide the total unrequested/ineligible costs at the right side of box. The Illinois EPA makes the final determination of ineligible costs and the amount of design costs that can use Illinois EPA loan funding. If the project includes ineligible construction costs >5% of the total construction cost or \$100,000, loan eligible design engineering will be prorated. If there are no unrequested or know ineligible costs, enter "n/a" in the page number box and \$0 for the amount.

11. 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.

12. Design and permitting work described in this contract will be completed by February 1, 2026.

II. Special Provisions Related to District Attorney Review of Contract Specifications

The Agreement is supplemented to includethe following requirements regarding inclusion of provisions within the construction Contract Specifications and District Attorney's review thereof:

Engineer will provide a copy of Contract Specifications to the District's Attorney for review prior to the bid opening. The following provisions shall be included in the Contract Specifications for the Phase VI Improvements Project:

- A. Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in accordance with Illinois law.
- B. "As built" drawings from the Contractor are a condition of receipt of Contractor's final payment.
- C. Work will not begin, nor will any payment be authorized, absent submission by the Contractor of proof that all required insurance coverages and bonds are in effect.

- D. The responsibilities/liabilities of the District and the Contractor and their consultants, agents and employees and any concomitant damages and/or consequential damages shall be determined in such amount and to such extent as provided by Illinois law.
- E. The Contractor shall reimburse the District for all reasonable fees charged to the District by the District's Engineer, if any, which the District incurs as a result of the Contractor's failure to fulfill the Contractor's obligations including, without limitation, timely completion of the project.
- F. Contractor shall pay all reasonable attorneys' fees, experts' fees, and costs incurred by the District in enforcing the terms and provisions of the Contract and in defending any proceeding to which the District is made a party as result of the acts or omissions of the Contractor.
- G. Contractor shall defend, indemnify, and hold harmless the District from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Contractor's conduct, acts, errors, or omissions.
- H. In an effort to resolve any conflicts that arise under the Contract, prior to commencing litigation all disputes between the District and the Contractor arising out of or relating to the Contract shall be submitted to non-binding mediation. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the District and the Contractor shall be resolved in the Circuit Court of DuPage County, Illinois in accordance with Illinois law.
- I. Performance Bonds to be provided (AIA Form) shall contain the following language:

"Any suit under this bond must be instituted before the expiration of the statute of limitation applicable to any claims against the Contractors named herein."

This is **EXHIBIT K**, consisting of _ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2023.

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:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

TO: Board of Trustees
FROM: Jim Listwan
DATE 8/17/2023

OPERATIONS

The treatment plant continues to perform well, we did not have any excursions of our permit during the month of July.

Our average daily influent flow for the month was 3.0 MGD. The day with the highest influent flow was on July 29th. The flow for that day was 6.894 MGD. The precipitation recorded at the plant for the month was 8.25 inches of rain.

The operators completed 31 NPDES tests and 183 process control tests. The laboratory effluent sampler was defrosted and cleaned. Floating debris was skimmed off of the aeration tanks. The disk filter building floor was swept and mopped. Sludge drying beds 8 and 11 were filled. Certified Balance & Scale calibrated the balance in the laboratory. We received 2 gallons of used cooking oil for recycling.

MAINTENANCE

The screen for the wash press was cleaned and the wash box for the grit classifier was cleaned out. Malcolm cleaned the disk filters during the month. Bob and Malcolm removed and replaced the broken back wash filter housing for disk filter #3. The UV system lamp sleeves were cleaned and 8 lamps were replaced and 1 repaired ballast was installed. We began the year with 9 nonfunctioning lamp units and we are down to five. There are 3 proprietary items on order from Trojan Technologies for our UV system. Pinnacle Electric come out to check on the electrical controls for the UV system, the coolant pumps were not alternating, they also temporally secured the key control box for the front gate. They are ordering a new junction box for the key controller. Batteries were replaced in 2 of the uninterruptable back up power supplies. The gear boxes and chain guards for primary tanks #2 and #3 were cleaned, primed and painted. Fluid was added to the mixer seals for digesters 1 and 2.

Daily Operation Summary

Start 7/1/2023

End: 7/31/2023

<i>Date</i>	<i>Rain (inches)</i>	<i>Influent Flow (mgal)</i>	<i>Electric Use (kwh)</i>	<i>Natural Gas Use (therms)</i>	<i>Potable Water (gal)</i>	<i>Effluent CBOD (mg/l)</i>	<i>Effluent TSS (mg/l)</i>	<i>Effluent Amonia (mg/l)</i>
7/1/2023	0.550	1.890	752	80	13			
7/2/2023	1.350	6.230	753	54	41			
7/3/2023	2.000	4.689	753	42	114	2.50	2.60	0.160
7/4/2023	0.000	2.622	754	42	114			
7/5/2023	1.050	3.758	755	65	55			
7/6/2023	0.000	4.336	755	79	153			
7/7/2023	0.000	2.864	756	78	115			
7/8/2023	0.000	2.476	757	68	20			
7/9/2023	0.000	2.227	757	52	33			
7/10/2023	0.000	2.066	758	57	134			
7/11/2023	0.380	1.973	758	77	86			
7/12/2023	0.620	1.339	759	83	53	2.00	1.00	0.100
7/13/2023	0.000	3.879	759	79	62			
7/14/2023	0.150	3.581	760	86	66			
7/15/2023	0.000	3.794	761	59	29			
7/16/2023	0.000	2.895	762	43	45			
7/17/2023	0.000	2.701	762	72	95			
7/18/2023	0.000	2.345	763	75	92			
7/19/2023	0.000	2.271	764	55	106	2.00	1.00	0.100
7/20/2023	0.000	2.108	764	55	110			
7/21/2023	0.000	2.074	765	59	60			
7/22/2023	0.200	1.944	765	76	101			
7/23/2023	0.000	2.385	766	47	44			
7/24/2023	0.000	2.101	767	59	96			
7/25/2023	0.000	2.016	767	54	71			
7/26/2023	0.150	2.283	768	41	109	2.00	1.00	0.100
7/27/2023	0.340	2.196	768	55	121			
7/28/2023	1.460	3.218	769	71	176			
7/29/2023	0.000	6.894	770	82	16			
7/30/2023	0.000	4.973	771	62	46			
7/31/2023	0.000	2.870	771	55	49			
Total	8.250	92.998	23,609	1,962	2,425	8.50	5.60	0.460
Avg	0.266	3.000	762	63	78	2.13	1.40	0.115
Max	2.000	6.894	771	86	176	2.50	2.60	0.160
Min	0.000	1.339	752	41	13	2.00	1.00	0.100

Salt Creek Sanitary District - Monthly Numerical Report

Date	RAIN (Inches)		Influent Flow (mgd)		Influent Ammonia (mg/l)		Effluent Ammonia 1.5/4 (mg/l) 3/8		Influent BOD5 (mg/l)		Effluent CBOD 10 (mg/l) 20		Influent TSS (mg/l)		Effluent TSS 12 (mg/l) 24		Influent pH (pH)		Effluent pH (pH) 6-9	
	Total	Avg	Total	Avg	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Aug 2022	1.62	0.05	55.516	1.791	30.4	32.9	0.100	0.10	219	315	2.0	2.0	197	284	1.2	1.4	7.23	7.28	7.04	7.38
Sep 2022	3.13	0.10	64.989	2.166	25.5	34.9	0.133	0.23	185	292	2.3	3.0	176	332	1.2	1.4	7.35	7.63	6.99	7.33
Oct 2022	2.10	0.07	57.544	1.856	30.5	37.4	0.353	0.87	232	337	2.1	2.2	171	386	1.6	2.2	7.40	7.48	6.89	7.11
Nov 2022	0.77	0.03	52.991	1.766	33.5	37.9	0.100	0.10	206	240	2.0	2.0	156	206	1.2	1.6	7.45	7.55	6.86	7.20
Dec 2022	2.65	0.09	76.192	2.458	30.1	38.7	0.100	0.10	246	297	2.0	2.0	217	436	1.2	1.2	7.49	7.62	6.75	7.05
Jan 2023	2.90	0.09	98.701	3.184	17.6	23.9	0.100	0.10	171	304	2.0	2.0	224	400	1.4	2.0	7.56	7.68	7.00	7.20
Feb 2023	4.24	0.15	133.266	4.760	17.7	23.3	0.100	0.10	157	238	2.0	2.0	185	270	1.0	1.0	7.55	7.63	7.00	7.26
Mar 2023	3.56	0.11	140.496	4.532	13.5	21.2	0.110	0.15	127	176	2.0	2.0	154	227	1.0	1.2	7.55	7.59	7.03	7.13
Apr 2023	1.63	0.05	100.471	3.349	17.5	22.5	0.100	0.10	136	169	2.0	2.0	155	221	1.2	1.8	7.55	7.63	7.08	7.61
May 2023	0.34	0.01	61.074	1.970	24.3	35.9	0.106	0.13	198	287	2.0	2.0	240	353	1.0	1.0	7.35	7.50	7.02	7.75
Jun 2023	1.52	0.05	47.635	1.588	35.2	37.7	0.105	0.12	240	361	2.7	4.0	332	508	1.4	1.8	7.32	7.42	6.87	7.35
Jul 2023	8.25	0.27	92.998	3.000	24.4	32.2	0.115	0.16	170	246	2.1	2.5	326	800	1.4	2.6	7.33	7.40	7.03	7.21
	32.71	0.09	981.873	2.690	25.0	38.7	0.125	0.87	190	361	2.1	4.0	209	800	1.2	2.0	7.42	7.68	6.96	7.75

Date	Fecal Coliform (400 / 100 ml)		Potable Water (gal)		Electric Used (kw hours)		Natural Gas (cuft)		Digester Gas (cuft)	
	GMean	Max	Total	Avg	Total	Avg	Total	Avg	Total	Avg
Aug 2022	1.3	14	2600	84	17295	558	2020	65	2902	94
Sep 2022	1.4	32	2500	83	17290	576	2421	81	2731	91
Oct 2022	1.4	10	3561	115	18479	596	3014	97	2865	92
Nov 2022			2622	87	18438	615	4022	134	2838	95
Dec 2022			2779	90	19564	631	5259	170	2957	95
Jan 2023			2209	71	20139	650	5967	192	3031	98
Feb 2023			2642	94	18690	668	5501	196	2801	100
Mar 2023			2930	95	21285	687	5106	165	3168	102
Apr 2023			2631	88	21117	704	3740	125	2898	97
May 2023	2.9	49	3126	101	22390	722	2592	84	3073	99
Jun 2023	4.4	238	2572	86	22275	743	2106	70	2901	97
Jul 2023	1.2	9	2425	78	23609	762	1962	63	2946	95
	1.9	238.2	32597	89	240571	659	43710	120	35111	96

Salt Creek Sanitary District - Monthly Numerical Report

Date	Raw Sludge (gal)		Sludge To Beds (gal)		Sludge Removed (Yards)		Sludge Pressed (gal)		Sludge Hauled (Yards)		Grit Removed (Yards)	
	Total	Avg	Total	Avg	Total	Avg	Total	Avg	Total	Avg	Total	Avg
Aug 2022	961960	31031	46600	1503	0	0	278100	8971	179	0	3.1	0.1
Sep 2022	979680	32656	27000	931	0	0	275600	9187	165	520	3.0	0.1
Oct 2022	988200	31877	32200	1039	0	0	336500	10855	201	0	3.1	0.1
Nov 2022	944400	31480	50000	1667	0	0	206700	6890	126	80	3.0	0.1
Dec 2022	1018980	32870	35800	1155	0	0	300600	9697	186	0	3.1	0.1
Jan 2023	1092660	35247	58800	1897	0	0	188400	6077	120	0	3.1	0.1
Feb 2023	962360	34370	20800	743	0	0	283500	10125	171	0	2.8	0.1
Mar 2023	1013140	32682	0	0	0	0	422100	13616	261	0	3.1	0.1
Apr 2023	1002080	33403	0	0	0	0	257900	8597	163	0	3.0	0.1
May 2023	473640	15279	8600	277	0	0	255300	8510	160	620	3.1	0.1
Jun 2023	980400	32680	77800	2593	0	0	84700	2823	54	0	3.0	0.1
Jul 2023	945660	30505	18400	594	0	0	207400	6690	133	0	3.1	0.1
	11363160	31132	376000	1033	0	0	3096800	8508	1919	1220	3.5	0.1

Wastewater Plant Superintendent

Salt Creek Sanitary District Located in Villa Park, Illinois is seeking applicants to fill the position of Plant Superintendent. It is an exciting time to join the Salt Creek Sanitary District team. The district is in the midst of a multi-year project to upgrade plant infrastructure to meet changing regulations and to ensure the future health and vitality of the Salt Creek watershed as well as those downstream. The new Superintendent will have the luxury of learning the intricacies of our plant alongside the retiring manager who has been with the district for over 30 years.

Salt Creek is located in the western suburbs of Chicago and operates a 3.3 million gallons per day activated sludge treatment process. The process includes screening, grit removal, primary treatment, biological secondary treatment, secondary clarification followed by tertiary filtration and ultra-violet disinfection. The solids handling is accomplished by primary and WAS thickening and anaerobic digestion.

This position requires exceptional leadership skills to effectively direct, manage, supervise and coordinate day to day operational activities; coordinate with consulting engineers, outside laboratories and contractors on Capital Improvement Projects; prepare and submit regulatory reporting and more. This position requires advanced knowledge and skills pertaining to the process control of an activated sludge treatment facility.

PRIMARY DUTIES/ RESPONSIBILITIES

Directs the overall operation and maintenance of the facility by overseeing operational data, records and analytical results. Provides leadership and guidance to staff and establishes an operational strategy for the district.

Monitors plant processes via the district's Supervisory Control and Data Acquisition Program (SCADA) and physical sampling and laboratory testing of reclaimed water and treatment byproducts.

Responsible for preparing regulatory reports and submitting in a timely manner to ensure compliance with the permit requirements established by Illinois Environmental Protection Agency (IEPA) and other federal, state and local agencies. Provides recommendations for operations and maintenance activities and/or process adjustments to maintain regulatory compliance.

Provides leadership, direction and supervision to facility staff by setting goals and objectives and clearly communicating expectations. Mentors staff, as required, and monitors employee performance, training and development. Works to identify and provide opportunities for the team to learn new skills and techniques.

Responsible for the safety program of the district to include lock-out/tag-out procedures, confined space entry, personal protective equipment requirements, and staff safety training.

Planning responsibilities include establishing work schedules for operations and maintenance staff, assigning special projects, organizing, supervising, and inspecting employee work. Directing the planning, repair, and maintenance of plant equipment and facilities is required.

Delegates responsibilities to subordinate staff

EDUCATION/EXPERIENCE/BACKGROUND

High school diploma or GED equivalency is required. A bachelor's degree in engineering, chemistry or environmental science is preferred.

Class 1 Wastewater License in Illinois and at least 3 years of supervisory experience in a wastewater facility.

Knowledge of federal and state EPA reporting requirements

Five to seven years progressive lead and/or supervisory experience within a wastewater treatment environment with thorough knowledge of the methods, techniques, principles, and practices of wastewater treatment.

Lab experience for permit testing requirements.

ADDITIONAL INFORMATION:

A valid Illinois Class D Driver's License is required.

Mandatory attendance at monthly Board of Trustees meetings.

Must be able to respond to after-hour emergencies as necessary.

Demonstrated ability to diagnose complex process problems and manage remedial action.

Knowledge of budget preparation and cost control and have the ability to forecast budget, staffing and equipment needs.

Demonstrated effective communication, presentation and interpersonal skills in order to communicate with subordinates, supervisors and board members.

Ability to prepare accurate, effective, complete and easily understood written communications and reports.

Strong PC skills with proficiency in word processing, spreadsheet and database software and the ability to optimize the use of technology and systems to communicate, manage budget and to streamline processes and increase efficiency.

Work requires the ability to read technical documents, schematics, construction plans, technical specifications, regulations, permits, Safety Data Sheets, O&M manuals, standard operating procedures, repair manuals and more.

Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division and various algebraic calculations.

Work requires the ability to write complex analytical reports, business letters, memos, and general correspondence.

Physical Requirements

Amount of time spent - Standing 50%, Sitting 25%, Walking 25%

While performing the duties of this job, the employee is regularly required to stoop, kneel, or crouch and enter confined spaces. May be required to use ladders or stairs. May occasionally be required to lift more than 50 pounds individually.

Section	Plant Information		Total # of Employees	#	Average Annual Wage	Weighted Average # of years in position at the District	#	Average Annual Wage	Weighted Average # of years in position at the District	#	Average Annual Wage	Weighted Average # of years in position at the District
	Agency Name	Design Flow (mgd)										
American Bottoms	52	Municipality	59	1	\$ 224,946	14	1	\$ 136,806	6	1	\$ 156,054	14
Bloomington and Normal WRD	30	WRD	36	1	\$ 155,376	9	1			1	\$ 123,006	2
Danville SD	16	WRD	18	1	\$ 147,000	5	1	\$ 102,000	4	1	\$ 137,488	5
Downers Grove SD	11	WRD	38	1	\$ 168,204	3						
DuPage County Public Works	24.5	WRD	77	1	\$ 225,000	17	1	\$ 134,000	4	1	\$ 157,000	8
Fox Metro WRD	42	WRD	97	1	\$ 200,874	36	3	\$ 132,339	19			
Fox River WRD	37.75	WRD	44	1	\$ 188,000	16						
Galesburg SD	11	WRD	21	1	\$ 141,000	23	1	\$ 70,000	12	1	\$ 96,000	16
Glenbard Wastewater Authority	16	Municipality	16	1	\$ 125,902	7						
Greater Peoria SD	37	WRD	65	1	\$ 154,449	5	2	\$ 117,060	11	1	\$ 128,896	3
Kishwaukee WRD	6.7	WRD	19	1	\$ 203,000	12				1	\$ 110,000	4
Metropolitan WRD of Greater Chicago	2000	WRD	1722	1	\$ 324,440	4	1	\$ 259,551	0.5	1	\$ 291,995	7
North Shore WRD	63.4	WRD	97		\$ 219,208	3				1	\$ 150,613	2
Northern Moraine WRD	5	WRD	9	1	\$ 163,000	5				1	\$ 112,500	5
Four Rivers Sanitation Authority	40	WRD	114	1	\$ 177,944	6						
Salt Creek SD	3.3	WRD	7	1	\$ 125,000	30	1	\$ 90,000	4			
Sangamon County WRD	47	WRD	76	1	\$ 194,313	15	1	\$ 132,662				
SD of Decatur	41	WRD	60	1	\$ 156,333	6						
Thorn Creek Basin SD	16.1	WRD	25	1	\$ 187,700	14	1	\$ 97,350	8	1	\$ 135,340	14
Urbana & Champaign SD	25.28	WRD	47	1	\$ 170,518	12	1	\$ 120,141	3			
Village of Addison	8.5	Municipality	27	1	\$ 187,606	32				2	\$ 119,326	27
Village of Bartlett	3.6	Municipality	14									
Village of Deerfield	3.5	Municipality	7							1	\$ 144,494	9
Wheaton SD	4	Municipality	16	1	\$ 210,000	3				1	\$ 135,935	14
Questions/Instructions				Code 100 GENERAL MANAGER / CHIEF EXECUTIVE OFFICER Supervises all managerial personnel including those who oversee the operation of the facility and all administrative office. Ensures compliance with all state and federal permit regulations as well as coordination of all policy enactments legislated by the Board.			Code 201 ADMINISTRATIVE MANAGER Provides general direction and overall supervision for all financial, administrative, and business support functions. Develops and recommends business policies and practices which may include such areas as personnel policies, wages and benefits, investment practices, purchasing and budget. Reports to CEO. May supervise			Code 601 PLANT SUPERINTENDENT / DIRECTOR OF OPERATIONS & MAINTENANCE Reports to General Manager / CEO. Responsible for overall operations and maintenance of wastewater treatment facilities. May also be responsible for collection system, lab, and/or pretreatment. Must have Class I		