



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2020 Citywide Watershed Study		
Presenter & Title:	Brian L. Schiber, P.E. Assistant Director of Public Works/City Engineer		
Date:	December 27, 2019		
<b><i>Please Check Appropriate Box:</i></b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
<input type="checkbox"/>	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: EMS-2 / ES-3/ ES-4			
Estimated Cost: \$ 278,927.34		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>In 2016 the City explored the feasibility of adopting a Stormwater Utility. This study included evaluating the City's current stormwater practices and recommended further detailed evaluation of the City's stormwater watershed, the development of a capital improvement program, and implementing a means to fund stormwater management projects throughout the City. In June of this year, staff conducted a Request For Qualifications (RFQ) process to evaluate the various stormwater consultants interested in conducting a Citywide Watershed Study. Eight consultants responded and staff evaluated their materials and similar projects, and interviewed three finalists. Based on the interviews, staff determined that the consulting team of WBK/Geosyn/New Gen Strategies would provide the best watershed study. This study will evaluate the City's stormwater issues – including meetings with staff and the public for input, estimate a cost for resolving those issues, prioritize the issues, and develop a capital improvement program. This information will be utilized in future budget planning.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• WBK/Geosyn/New Gen Strategies Proposal</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires <u>6</u> affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how item should be listed on agenda)</i>			
<p>Recommend approval of a resolution authorizing the City Administrator to execute a contract for the 2020 Citywide Watershed Study with WBK Engineering LLC of St. Charles, IL (including Geosyn/New Gen Strategies) at a not to exceed cost of \$278,927.34</p>			

**RESOLUTION NO. 2020-05**

**RESOLUTION AUTHORIZING EXECUTION OF  
Contract with WBK Engineering, LLC (and Geosyn/New Gen Strategies) for the 2020  
Citywide Watershed Study**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** The City Administrator is hereby authorized to execute the contract, on behalf of the City of Geneva, for the 2020 Citywide Watershed Study with WBK Engineering, LLC (and Geosyn/New Gen Strategies) as it relates to identifying, evaluating, estimating, and prioritizing capital stormwater projects throughout the City.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 21st day of January, 2020

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 21st day of January, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## City of Geneva 2020 Citywide Watershed Study

### Scope of Professional Services

The City of Geneva is interested in engaging WBK Engineering LLC to provide professional engineering services for the 2020 Citywide Watershed Study. The scope of services including tasks and exclusions are outlined herein.

#### UNDERSTANDING OF PROJECT

WBK Engineering LLC (WBK) has prepared this Scope of Work for Professional Engineering Services based on our knowledge of the project from the RFQ from the City of Geneva entitled "City of Geneva – Public Works 2020 Citywide Watershed Study" and discussions with City staff. The following is an outline from the RFQ.

Services include: (i) investigate and evaluate the existing watersheds for recommended improvements; (ii) develop a capacity analysis for the conveyance of stormwater and drainage, as well as, detention and retention requirements; (iii) evaluate existing stormwater system and make recommendations / prioritizations for funding an annual stormwater capital improvement program; (iv) provide guidance regarding the annual NPDES permit requirements; (v) develop an annual stormwater maintenance program; and (vi) coordinate with the City's GIS section.

#### Task 1 - Investigate – Establish a Vision Document

The primary goal of this task is to identify and gather all available and relevant reports and data that relate to stormwater management and the City's responsibilities related to stormwater management. Procuring and gathering data include the following items:

- i. Obtain & review Mapping / GIS data from City
- ii. Obtain & review historic drainage reports
- iii. Review City budget and Capital Plan
- iv. Obtain / review stormwater utility documents
- v. Obtain / review NPDES NOI and annual reports
- vi. Obtain and review City Strategic Plan and Comprehensive Plan

A key milestone included in this task is a meeting with City staff after review of the noted reference documents. This meeting is intended to identify drainage and flooding concerns and issues from City staff. The location, severity, possible cause and even initial thoughts on solutions will be explored. The goal is to capture the institutional knowledge and understanding from the people responding to City wide drainage issues.

**City of Geneva 2020 Citywide Watershed Study Scope of Professional Services**

As an example some typical questions include:

- i. When it rains where will it flood?
- ii. What is the severity of flooding -houses , streets, yards, critical facilities
- iii. How long has a drainage concern been known at this location?
- iv. Are there generic issues (i.e. sheds in drainage ways, fences)

We will also explore and identify the significance of floodplain management for the City. This begins with a clear understanding of all the areas within the floodplain and includes and evaluation of site and building permit processes and how they are viewed by the staff, elected officials and the public. This task will identify and determine other jurisdiction impacts on Geneva (i.e. Kane County and Batavia)

This task also includes two open house style meeting to engage the public for feedback on drainage issues throughout the community. These meetings are likely to be after normal working hours or on the weekend. The location and times for the meetings will be determined after the City staff meeting so we can focus on areas where feedback is likely. We expect each meeting to have a three hour public input timeframe and will provide three WBK staff for each meeting. We anticipate the City will also have two staff members present and the meetings will be accommodated in a City building. WBK will provide two to three exhibits for the meetings and intends to utilize the City's GIS system to understand specific drainage locations and concerns. We will assist with capturing both written and verbal concerns expressed by the public.

Subsequent to the City meeting we will make field visits to drainage trouble spots to gain familiarity with the conditions and the concern. These trips may be accompanied by City staff depending on the extent and severity of the concern. All trips will be documented with photos and an inspection log noting conditions and observations. We expect these visits to be brief and we do not expect to engage residents or others during this visit. We expect no more than 20 locations will be visited.

We will identify how communication of drainage issues occurs at the City including how the public interacts with City staff and how elected officials interact with City staff when drainage concerns occur. This will lead into and understanding of how Public Works and the City at large manages the drainage infrastructure throughout the City. We intend to document the organizational framework from the perspective of:

- i. Capital Improvements
- ii. Maintenance of Infrastructure
- iii. Emergency - First Response

Deliverable – The deliverable for this task is a Vision document summarizing the findings from all the data, reports and meetings in Task 1. The Vision document will provide a more detailed outline and schedule for Tasks 2-4 and identify if scope adjustments desired by the City as a result of findings.

## **Task 2 - Evaluate, Analyze and Develop Solutions**

We will begin this task with a review of the City's Municipal Code including subdivision ordinances and compare to the Kane County stormwater ordinance. We do not expect to identify major discrepancies however minor conflicts may need to be corrected and improvements to ordinance language suggested to clarify stormwater expectations and expedite the development process.

We will also consider current City practices related to potential NPDES requirements and how the City can position itself to minimize risk of non-compliance or budget impacts as a result.

The primary effort of this task is to identify up to six study areas and begin a detailed analysis of each. Depending on the extent and severity of the concern we expect to utilize GIS data from the City, 2 foot contours for watershed level determination and ground survey of specific conveyance routes, systems and buildings, etc. Study areas will be analyzed utilizing an appropriate public domain software such as Hydraflow, HEC RAS, etc. and will begin with an existing conditions model. The model will be calibrated and verified based on historic data and information to the best of our ability and availability of data.

Subsequent to creation of a validated existing conditions model we will identify the likely alternative solutions that are cost effective and provide the level of service expected by the City. Each solution will be modelled to predict the results and necessary improvements. Working exhibits will be created to communicate with City staff the scope of the alternatives and benefits. Concept level costs may be developed but these will not be detailed for each alternative.

With input from City staff we will identify a preferred solution and continue to develop the scope of the solution, costs, land right impacts, third party and permit requirements. A more detailed single sheet scope exhibit and cost estimate will be created for each of the study areas.

We will endeavor to identify water quality opportunities and best management practices (BMP's) from both an operational and capital perspective throughout the City. We will utilize recognized resources such as APWA to determine proven and achievable solutions.

We will identify and document current funding opportunities including grants, loans and financing approaches. Our team will identify recent and local funding strategies utilized by municipalities within the Chicago region and Illinois to accommodate management of drainage infrastructure.

Finally, we will seek to improve public interaction related to flooding and drainage concerns as well as emphasize the resources available to elected officials.

Deliverable – This task is an interim step to Task 4 – Final Report however at the conclusion of this task we will provide a summary memo of all evaluation efforts documenting key findings meetings with City staff. Ordinance revisions will be provided in a strike through / red line format to easily identify changes as well as a clean final version for City use.

### **Task 3 – Develop Annual Programs**

This task is a culmination of prior evaluations and discussions into formal programs to be utilized for policy discussions, budget decisions and potentially an implementation plan.

Capital Plan – The City is interested in a 10 year capital plan for drainage infrastructure improvements. We expect to develop the plan list list by prioritizing the first five years of the program and then developing a “B” list of project which can be prioritized as funding or changing conditions dictate a need to act. This plan is likely to include the study areas from Task 2 but may also include areas not studied. The format of the plan is intended to follow current budget / capital format and include: Project Title, Project Description, Strategic Plan Objective, Source of Funding, Budgeted Costs, Projected Year of Completion and Impact on Operating Budget.

Operational Plan & Departmental Policies – Through our discussion and study we may find areas where operational efficiencies can be improved or future risks (flooding or NPDES compliance) can be mitigated with reallocations within the existing budget. There may also be opportunities to justify an increase in the operational budget if definitive benefit can be demonstrated. We will seek those opportunities and document the same in this report for further consideration.

If it is determined that the needs of maintaining and / or improving the drainage infrastructure require more funding than currently allocated we will identify the shortfall or “gap”. It is not the intent of this study to evaluate the alternatives to close the “gap” or provide funding recommendations. However, typical and common strategies will be identified as a starting point for future evaluations should a “gap” be identified.

Deliverable – Formal Annual Programs as noted herein. All capital projects will include and be based on an Engineer’s Opinion of Probable Cost.

### **Task 4 - Final Report**

We will prepare final report which will be an assembly of all prior tasks work products into a document intended to be utilized by City staff and elected officials in making informed decisions related to stormwater management throughout the City and the allocation of City resources. The report will include the following elements.

**City of Geneva 2020 Citywide Watershed Study Scope of Professional Services**

- i. Executive Summary
- ii. Overview and process description
- iii. Analysis and Recommendations
- iv. Annual Programs and Recommendations
- v. Appendices - repository for data collected and assembled

Deliverable – Complete final report. The City shall receive all data, plans and drawings in a digital form that is compatible with the City GIS system and utilizes the same conventions and nomenclature.

**Task 5 – Continued Monitoring and City Resource**

The City has expressed interest for a continuation of services after delivery of the Final Report. Essentially these services involve an on-demand resource for staff and elected officials. The predictability of when and extent of services is uncertain however reasonable budgets have been established for the following items. It is anticipated this task would last one year beyond the date of delivery of the Final Report.

- i. Field inspection during or follow up on rain events – dispatched by City
- ii. Council presentations – as directed by City staff
- iii. Resident resource – dispatch by City
- iv. Council workshops – annually

Deliverable – Monthly summary reports to determine need, effectiveness and City desire for continued effort. The monthly report will also include status of the contract by budget/man-hours/project completion.

**Not to Exceed Fees**

We have provided time and material budgets to establish a Not to Exceed fee for this agreement. The amount invoiced will be based on the level of effort and actual time required to accomplish each task, but we will not exceed the total Not to Exceed Fee of \$278,927.34. Should the project scope change we will identify such changes and seek your approval prior to continuing supplemental services.

A detailed Fee breakdown relative to manhours per task and fee per task are provided in attached exhibits A & B.

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. .

**City of Geneva 2020 Citywide Watershed Study Scope of Professional Services**

We will provide the City a certificate of insurance for professional liability as well as general commercial liability and each certificate will name the City of Geneva as additional insured.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to City of Geneva. If you have any questions, please do not hesitate to call.

Sincerely,



Greg Chismark P.E.  
WBK Engineering LLC  
President

Encl: 2019 Schedule of Charges  
General Terms and Conditions (February 4, 2016)

**THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS  
ACCEPTED FOR CITY OF GENEVA:**

BY: Stephanie M

TITLE: City Administrator

DATE: Jan. 22, 2020

Route  
Local Agency  
Section  
Project

WORK HOUR ESTIMATE FOR CONSULTING SERVICES

Geneva Citywide Stormwater Study

Description		Engineer VI	Engineer IV	Engineering Technician III	Sub-Consultant Costs	In House Direct Costs
<b>1</b>	<b>Investigate – Establish a Vision Document</b>					
1.1	Obtain & review Mapping / GIS data from City		2			
1.2	Obtain & review historic drainage reports	2	8			
1.3	Review budget and capital Plan	2	2			
1.4	Obtain / review stormwater utility documents	2	2			
1.5	Obtain / review NPDES NOI and annual report	1	1			
1.6	Obtain and review City Strategic Plan and Comp Plan	1	1			
1.7	Meeting with City staff				\$ 2,720.00	
	i. Set Agenda / arrange meeting	2	4	4		
	ii. Meeting	4	6			
	iii. Minutes and follow Up	1	4	4		
1.8	Is floodplain management an issue?	1	1			
1.9	Determine other jurisdictions impacts on Geneva (i.e. Kane / Batavia)	2	4			
1.10	Public Meetings - two meetings	10	20	24	\$ 1,840.00	
1.11	Field visits & documentation (asssume 30 locations)	8	20	20		
1.12	How does the public interact with City staff on drainage concerns?	2	2			
1.13	How do elected officials interact with City staff on drainage concerns?	2	2			
1.14	Organizational setup	2	2			
	i. Capital					
	ii. Maintenance					
	iii. First Response					
1.15	Deliverable – Vision document and outline, schedule and scope adjustment for steps 2-4 below - QC review	8	16	16		
<b>SUB-TOTAL</b>		<b>215.0</b>	<b>50.0</b>	<b>97.0</b>	<b>\$ 4,560.00</b>	<b>\$ 804.00</b>
<b>PERCENT</b>			<b>23%</b>	<b>45%</b>		
<b>2</b>	<b>Evaluation and Analysis</b>					
2.1	Review subdivision ordinances compare to stormwater ordinances.	8	8			
2.2	NPDES compliance - current & future risk – FRIP	2	4		\$ 2,780.00	
2.3	Identify & Refine problem areas needing study (6 maximum)					
	Data collection	12				
	GIS data		6	12		
	2 foot topo		6	12		
	Ground survey		6	144		
	Modelling	80	150			
	Calibration	12	60			
	Alternatives	60	160		\$ 1,904.00	
	Preferred solution	24	48		\$ 1,904.00	
	Costs	12	48			
2.4	Evaluate stormwater operational BMP's – APWA as a resource	8	8		\$ 2,560.00	
2.5	Evaluate stormwater capital BMP's	8	8		\$ 2,560.00	
2.6	Identify current grant sources / funding strategies – New Gen	8	8		\$ 1,800.00	
2.7	Improve public interaction / elected official resource	16	16			
2.8	Deliverable – Summary of all evaluation effort in a project memo and through meetings with City staff	16	32			
<b>SUB-TOTAL</b>		<b>1002.0</b>	<b>266.0</b>	<b>568.0</b>	<b>\$ 13,508.00</b>	<b>\$ -</b>
<b>PERCENT</b>			<b>27%</b>	<b>57%</b>		

Route  
Local Agency  
Section  
Project

WORK HOUR ESTIMATE FOR CONSULTING SERVICES

Geneva Citywide Stormwater Study

Description	Engineer VI	Engineer IV	Engineering Technician III	Sub-Consultant Costs	In House Direct Costs
<b>3 Annual Program</b>					
3.1 10 year capital plan or....5 year with a B list	16	16			
3.2 Operations recommendations within budget, expand budget what is benefit.	16	8			
3.3 Departmental policies regarding stormwater management	4	4			
3.4 Cost Estimate Review and Refinement for Capital Projects	8	16			
3.5 Funding gap strategies	4	4		\$ 4,050.00	
3.6 Deliverable – Formal Annual Program	8	8			
3.7					
<b>SUB-TOTAL</b>	<b>112.0</b>	<b>56.0</b>	<b>56.0</b>	<b>\$ 4,050.00</b>	<b>\$ -</b>
<b>PERCENT</b>		<b>50%</b>	<b>50%</b>		
<b>4 Final Report</b>					
4.1 Repository for data collected and assembled	4	4			
4.2 Describes process	2	8			
4.3 Analysis and recommendations	4	8			
4.4 Annual Program and Recommendations	4	4			
4.5 Appendices	2	16			
4.6 Deliverable – complete	4	4		\$ 4,208.00	
<b>SUB-TOTAL</b>	<b>64.0</b>	<b>20.0</b>	<b>44.0</b>	<b>\$ 4,208.00</b>	<b>\$ 900.00</b>
<b>PERCENT</b>		<b>31%</b>	<b>69%</b>		
<b>5 Monitoring and Resource</b>					
5.1 Follow up on rain events – dispatched by City 2020 - field time, document & report 6 events		32			
5.2 Council presentation	16				
5.3 Resident resource – dispatch by City	10	10			
5.4 Council workshops – New Gen	8	8		\$ 1,800.00	
5.5 Deliverable – Monthly summary reports to determine need, effectiveness and continued effort	12	24			
<b>SUB-TOTAL</b>	<b>120.0</b>	<b>46.0</b>	<b>74.0</b>	<b>\$ 1,800.00</b>	<b>\$ 804.00</b>
<b>PERCENT</b>		<b>38%</b>	<b>62%</b>		
<b>TOTALS</b>	<b>1513.0</b>	<b>438.0</b>	<b>839.0</b>	<b>\$ 28,126.00</b>	<b>\$ 2,508.00</b>
<b>PERCENT</b>		<b>29%</b>	<b>55%</b>	<b>16%</b>	

**Geneva Citywide Stormwater Study**

Local Agency      City of Geneva

Project

Method of Compensation:  
Standard Hourly Rate

**Cost Estimate of Consultant's Services in Dollars**

Element of Work		Employee Classification	Man-Hours	Hourly Rate	(MH) x Hourly Rate	Services by Others	In-House Direct Costs (IHDC)	Total
1	Investigate – Establish a Vision Document					\$ 4,560.00	\$ 804.00	\$5,364.00
		Engineer VI	50.0	\$205.64	\$10,282.00			\$10,282.00
		Engineer IV	97.0	\$153.70	\$14,908.90			\$14,908.90
		Engineering Technician III	68.0	\$124.02	\$8,433.36			\$8,433.36
2	Evaluation and Analysis					\$ 13,508.00	\$0.00	\$13,508.00
		Engineer VI	266.0	\$205.64	\$54,700.24			\$54,700.24
		Engineer IV	568.0	\$153.70	\$87,301.60			\$87,301.60
		Engineering Technician III	168.0	\$124.02	\$20,835.36			\$20,835.36
3	Annual Program					\$ 4,050.00	\$0.00	\$4,050.00
		Engineer VI	56.0	\$205.64	\$11,515.84			\$11,515.84
		Engineer IV	56.0	\$153.70	\$8,607.20			\$8,607.20
4	Final Report					\$ 4,208.00	\$ 900.00	\$5,108.00
		Engineer VI	20.0	\$205.64	\$4,112.80			\$4,112.80
		Engineer IV	44.0	\$153.70	\$6,762.80			\$6,762.80
5	Monitoring and Resource					\$ 1,800.00	\$804.00	\$2,604.00
		Engineer VI	46.0	\$205.64	\$9,459.44			\$9,459.44
		Engineer IV	74.0	\$153.70	\$11,373.80			\$11,373.80
<b>Totals</b>			1513.0		\$ 248,293.34	\$ 28,126.00	\$ 2,508.00	\$ 278,927.34

0

Route 0  
 Local Agency 0  
 Section 0  
 Project 0  
 Job No. 0  
 Existing Struc 0

**In-House Direct Costs (IHDC)**

**In-House Direct Costs (IHDC)**

Consultant **WBK Engineering, LLC**

ITEM	UNITS	UNIT COST	TASK 1 Investigate – Establish a Vision Document		TASK 2 Evaluation and Analysis		TASK 3 Annual Program		TASK 4 Final Report		TASK 5 Monitoring and Resource	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>												
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Vehicle Usage	DAY	\$65.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Vehicle Mileage	MILE	\$0.580	100	\$58.00		\$0.00		\$0.00		\$0.00	100	\$58.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00	12	\$900.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
New Gen Travel Expense				\$746.00		\$0.00		\$0.00		\$0.00		\$746.00
<b>Sub-Totals</b>				<b>\$804.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$900.00</b>		<b>\$804.00</b>

**Geosyntec  
Fee Estimate**

PHASE TITLE		LABOR CATEGORY			SUBTOTAL LABOR	GEOSYNTEC TASK COST
		Sr. Principal	Proj. Professional	Professional		
		\$230	\$186	\$164		
<b>Matt</b>						
Task No.	Task					
<b>1</b>	<b>Investigate - Establish a Vision Document</b>					
	<b>Task Totals:</b>	12	0	0	\$2,760	\$2,760
1.7	Meetings with City Staff	4			\$920	\$920
1.1	Public Meeting (x2)	8			\$1,840	\$1,840
<b>2</b>	<b>Evaluation and Analysis</b>					
	<b>Task Totals:</b>	20	10	32	\$11,708	\$11,708
2.2	NPDES Compliance - current & future risk - FRIP	4	10		\$2,780	\$2,780
2.3	Identify & Refine Problem areas				\$0	\$0
	Alternatives - Review and provide feedback	4		6	\$1,904	\$1,904
	Preferred solutions - Review and provide feedback	4		6	\$1,904	\$1,904
2.4	Evaluate stormwater operational BMPs - APWA as a resource	4		10	\$2,560	\$2,560
2.5	Evaluate stormwater capital BMPs	4		10	\$2,560	\$2,560
2.6	Identify current grant sources / funding strategies				\$0	\$0
					\$0	\$0
<b>3</b>	<b>Annual Program</b>					
	<b>Task Totals:</b>	0	0	0	\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
<b>4</b>	<b>Final Report</b>					
	<b>Task Totals:</b>	4	8	0	\$2,408	\$2,408
4.6	Deliverable - Complete	4	8		\$2,408	\$2,408
					\$0	\$0
					\$0	\$0
<b>5</b>	<b>Monitoring and Resource</b>					
	<b>Task Totals:</b>	0	0	0	\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
<b>Totals</b>		<b>36</b>	<b>18</b>	<b>32</b>	<b>\$16,876</b>	<b>\$16,876</b>
					<b>\$16,876</b>	<b>\$16,876</b>

New Gen

Client WBK Engineering  
 Project Geneva Stormwater Study  
 Date 12/12/19

Task	Task Description	Total Hours	Total Labor Cost	Out of Pocket Expenses	Total Cost
1.0		-	-	-	-
1.1		-	-	-	-
1.2		-	-	-	-
1.3		-	-	-	-
1.4		-	-	-	-
1.5		-	-	-	-
1.6		-	-	-	-
1.7	Meeting with City staff	8	1,800	746	2,546
1.8		-	-	-	-
1.9		-	-	-	-
<b>Subtotal</b>		<b>8</b>	<b>\$1,800</b>	<b>\$746</b>	<b>\$2,546</b>
2.0		-	-	-	-
2.1		-	-	-	-
2.2		-	-	-	-
2.3		-	-	-	-
2.4		-	-	-	-
2.5		-	-	-	-
2.6	Identify current grant sources / funding strategies	8	1,800	-	1,800
2.7		-	-	-	-
2.8		-	-	-	-
2.9		-	-	-	-
<b>Subtotal</b>		<b>8</b>	<b>\$1,800</b>	<b>\$0</b>	<b>\$1,800</b>
3.0		-	-	-	-
3.1		-	-	-	-
3.2		-	-	-	-
3.3		-	-	-	-
3.4		-	-	-	-
3.5	Funding Gap Strategies	18	4,050	-	4,050
3.6		-	-	-	-

## New Gen

3.7		-	-	-	-
3.8		-	-	-	-
3.9		-	-	-	-
	<b>Subtotal</b>	<b>18</b>	<b>\$4,050</b>	<b>\$0</b>	<b>\$4,050</b>
4.0		-	-	-	-
4.1		-	-	-	-
4.2		-	-	-	-
4.3		-	-	-	-
4.4		-	-	-	-
4.5		-	-	-	-
4.6	Final Report	8	1,800	-	1,800
4.7		-	-	-	-
4.8		-	-	-	-
4.9		-	-	-	-
	<b>Subtotal</b>	<b>8</b>	<b>\$1,800</b>	<b>\$0</b>	<b>\$1,800</b>
5.0		-	-	-	-
5.1		-	-	-	-
5.2		-	-	-	-
5.3		-	-	-	-
5.4	Council Workshop	8	1,800	746	2,546
5.5		-	-	-	-
5.6		-	-	-	-
5.7		-	-	-	-
5.8		-	-	-	-
5.9		-	-	-	-
	<b>Subtotal</b>	<b>8</b>	<b>\$1,800</b>	<b>\$746</b>	<b>\$2,546</b>
6.0		-	-	-	-
6.1		-	-	-	-
6.2		-	-	-	-
6.3		-	-	-	-
6.4		-	-	-	-
6.5		-	-	-	-
6.6		-	-	-	-
6.7		-	-	-	-
6.8		-	-	-	-

**New Gen**

6.9							
	<b>Subtotal</b>		\$0	\$0	\$0	\$0	
7.0							
7.1							
7.2							
7.3							
7.4							
7.5							
7.6							
7.7							
7.8							
7.9							
	<b>Subtotal</b>		\$0	\$0	\$0	\$0	
8.0							
8.1							
8.2							
8.3							
8.4							
8.5							
8.6							
8.7							
8.8							
8.9							
	<b>Subtotal</b>		\$0	\$0	\$0	\$0	
		<b>Total</b>	50	\$11,250	\$1,493	\$12,743	

**WBK ENGINEERING, LLC**  
**2019 Standard Charges for Professional Services**

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 215
Engineer VI	\$ 194
Engineer V	\$ 172
Engineer IV	\$ 145
Engineer III	\$ 119
Engineer II	\$ 100
Engineer I	\$ 88
Engineering Technician IV	\$ 140
Engineering Technician III	\$ 117
Engineering Technician II	\$ 93
Engineering Technician I	\$ 78
Senior Scientist	\$ 183
Environmental Resource Specialist V	\$ 152
Environmental Resource Specialist IV	\$ 124
Environmental Resource Specialist III	\$ 100
Environmental Resource Specialist II	\$ 88
Environmental Resource Specialist I	\$ 78
Urban Planner VI	\$ 194
Urban Planner V	\$ 154
Urban Planner IV	\$ 130
Urban Planner III	\$ 102
Urban Planner II	\$ 86
Intern	\$ 47
Office Professional	\$ 64
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

*Charges include overhead and profit.*

*WBK Engineering, LLC reserves the right to increase  
rates and costs by 5% annually.*

**WBK ENGINEERING, LLC**  
**GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Client:** WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. **Termination:** This Agreement may be terminated by either party upon thirty (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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.
- Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.
10. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:
- It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
- All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.
- All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
11. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.
- Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.
- In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.
- Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
12. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
13. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.
- Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
14. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs:** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

**Kotecki Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.