

## TASK ORDER NUMBER 2

This Task Order is made as of this 14<sup>TH</sup> day of JUNE, 2007, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated \_\_\_\_\_ 2006 (the Agreement), between Village of Chatham, Illinois (OWNER) and Environmental Management Corporation (EMC) (PROJECT MANAGER, AS AGENT) and Greene & Bradford (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement.

### Village of Chatham, IL Transmission Main Project Final Design Services

#### Section A – Scope of Services

##### A.1 ENGINEER shall perform the following Services:

##### 1.0 Basic Services to be provided by ENGINEER for this Project under this Agreement are as follows:

- 1.1 Attend design meetings as required to complete Final Design and Bid Documents
- 1.2 Design and provide specifications and drawings for the construction of the transmission main.
- 1.3 Assign a Project Manager who will coordinate Project activities and will be the principal liaison between OWNER OR PROJECT MANAGER “AS AGENT” and ENGINEER. All communications with the OWNER will be through the PROJECT MANAGER.
- 1.4 Prepare a Project work plan containing the Project background, Project goals and objectives, task based Project scope, Project schedule, listing and schedule of deliverables, staffing plan with staff responsibility assignments, budget plan and other information which may be appropriate. Meet with OWNER OR PROJECT MANAGER “AS AGENT” to review Project work plan.
- 1.5 Meet with the Illinois Environmental Protection Agency and respond to questions as required to gain permit approval of the design.
- 1.6 Provide the services of subcontractors from the following specialties and develop criteria and guidance for subcontractors to follow in the development and completion of their work as part of the Final Design:
  - 1.6.1 Geotechnical
  - 1.6.2 Survey
  - 1.6.3 Environmental

##### 2.0 Final Design Phase

- 2.1 The Final Design and Bidding Documents will be signed and sealed by a Registered Professional Engineer of the State of Illinois.
- 2.2 Prepare and submit up to 5 copies of draft Final Design and Bidding Documents to the OWNER OR PROJECT MANAGER “AS AGENT”, and meet with OWNER OR PROJECT MANAGER “AS AGENT” to discuss review comments and to agree on necessary changes. ENGINEER shall not make any changes to the Project scope that will change the cost except as authorized in writing by the OWNER OR PROJECT MANAGER “AS AGENT”. ENGINEER will incorporate the comments received from the OWNER OR PROJECT MANAGER “AS AGENT” during the

review and complete the Final Design and Bidding Documents for submittal to Illinois Environmental Protection Agency.

- 2.3 After receipt of OWNER OR PROJECT MANAGER "AS AGENT" review comments, prepare detailed design drawings, specifications and Bidding Documents as required to render a complete design and construction of the Project. Specifications conform to the 16-division format of the Construction Specifications Institute.
  - 2.4 Prepare final MICROSTATION plan and section drawings from the information obtained from the topographic survey and field investigation for use in the design evaluation and final design.
  - 2.5 Prepare the permit applications and provide technical input as required in securing the necessary permits. It is anticipated that permits from Illinois Environmental Protection Agency will be required for all contracts. It is understood that OWNER will pay the Illinois Environmental Protection Agency permit application fees. Submit applications for permits or approvals from private utilities, public utilities and railroads whose cooperation is required to construct the Project.
  - 2.6 Submit easement and right-of-way documentation for acquisition by OWNER. Assist OWNER with negotiations with landowners and agencies for easements and right-of-way.
  - 2.7 Submit to OWNER OR PROJECT MANAGER "AS AGENT" up to 5 final copies of the Final Design and Bidding Documents that will be submitted to Illinois Environmental Protection Agency with the construction permit application.
  - 2.8 Revise Bidding Documents as needed for Illinois Environmental Protection Agency approval, after consultation with OWNER OR PROJECT MANAGER "AS AGENT".
  - 2.9 Advise OWNER OR PROJECT MANAGER "AS AGENT" of any adjustments to scope or probable construction costs.
- 3.0 Other Basic Services:
- 3.1 Location of utilities as required for Final Design and Bid Documents.
- A.2 The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Program Manager: **Not Applicable**
- A.3 In conjunction with the performance of the foregoing Services, ENGINEER shall provide the following submittals/deliverables (Documents) to OWNER OR PROJECT MANAGER "AS AGENT":
1. Permit applications required in securing the necessary permits. It is understood that OWNER will pay the Illinois Environmental Protection Agency permit review fees.
  2. Applications for permits or approvals from private utilities, public utilities and railroads whose cooperation is required to construction the Project.
  3. 5 copies of Draft Final Design and Bidding Documents for review my OWNER OR PROJECT MANAGER "AS AGENT".
  4. 10 final copies of the Final Design and Bidding Documents and CADD files in MICROSTATION format incorporating changes required for Illinois Environmental Protection Agency and OWNER OR PROJECT MANAGER "AS AGENT" approval.

**Section B - Schedule**

ENGINEER shall perform the Services and deliver the related Documents according to the following schedule:

1. Draft Final Design and Bidding Documents to the OWNER OR PROJECT MANAGER "AS AGENT" not later than 180 days from notice to proceed.
2. Final Design and Bidding Documents to the OWNER OR PROJECT MANAGER "AS AGENT" not later than 14 days after receipt of changes and revisions from OWNER OR PROJECT MANAGER "AS AGENT"

**Section C - Compensation**

1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER the amount of CURRENT HOURLY RATES, payable according to the following terms:

Expenses for Design: \_\_\_\_\_ (Expenses includes surveying, geotechnical, environmental, printing, etc)  
 Not to Exceed Design Hours: \_\_\_\_\_ (Provide breakdown and attach to Task Order 2)  
 Cost per Hour: \_\_\_\_\_ (Provide breakdown as needed and attach to Task Order 2.)  
OUTSIDE SERVICES ARE COST +15%.

**Section D - Owner's Responsibilities**

OWNER shall perform or provide the following in a timely manner so as not to delay the services of the ENGINEER. Unless otherwise provided in this Task Order, OWNER shall bear all costs incident to compliance with the following:

1. Place at ENGINEER's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
2. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of ENGINEER's Services.
3. Make OWNERS facilities available to ENGINEER as required for performance of the Services under this Agreement.
4. Give prompt written notice to ENGINEER whenever OWNER becomes aware of any development that does or may affect the scope or timing of ENGINEER's Services.
5. Advise ENGINEER of the identity and scope of services of any independent consultants retained by OWNER to provide services in regard to the Project.

Except to the extent modified herein, all terms and conditions of the Agreement and any previous Task Orders shall continue in full force and effect.

Village of Chatham, Illinois  
(Owner)

Green & Bradford.  
(ENGINEER)

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

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

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

Title: VICE PRESIDENT

Date: \_\_\_\_\_

Date: 6/13/07

Ordinance No. 06- 47

**AN ORDINANCE APPROVING THE ENGAGEMENT OF DONOHUE & ASSOCIATES, INC. AS CONSULTING ENGINEERS**

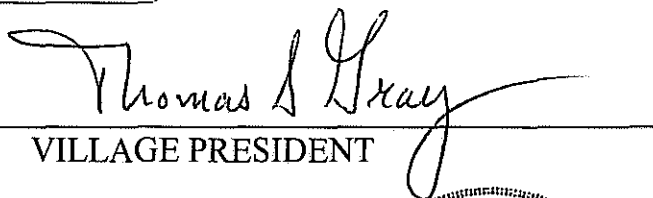
*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

**SECTION 1:** The engagement of Donohue & Associates, Inc. as consulting engineers for the Village services in connection with the planned new water plant for the Village, namely detail design work pertaining to a well field, collection system and ion exchange system, is hereby approved.

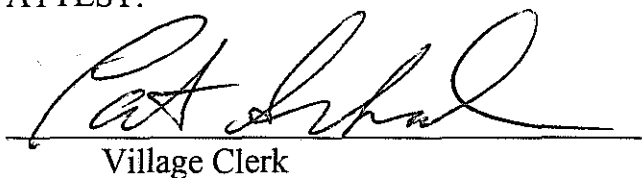
**SECTION 2:** The Director of Utilities, in consultation with the Utilities and Public Works Committee, is authorized and directed to engage the services of Donohue & Associates, Inc., pursuant to a formal engagement agreement, and the proper officers of the Village are authorized and directed to carry out the engagement agreement according to its terms.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 12 day of SEP, 2006.

  
\_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

  
\_\_\_\_\_  
Village Clerk



AYES:  
NAYS:

4 HERRSCHATTEMAN BOULE MCGRATH  
0

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PASSED:  
APPROVED:  
ABSENT:

9-12-06  
9-12-06  
2





**MASTER AGREEMENT  
BETWEEN  
VILLAGE OF CHATHAM AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

This Agreement ("Agreement") is made effective as of \_\_\_\_\_ ("Effective Date") between the Village of Chatham, Illinois, with offices at 116 East Mulberry Street, Chatham, Illinois, Missouri 662629 ("OWNER") and Donohue & Associates, Inc with offices at 3311 Weeden Creek Road, Sheboygan, Wisconsin, 53081 ("ENGINEER"),

WHEREAS, Environmental Management Corporation with offices at 1001 Boardwalk Springs Place, O'Fallon, Missouri, 63368 PROJECT MANAGER has been retained by the OWNER as its agent to provide certain management and oversight in connection with Design and Construction of a Well Field and Water Treatment Facility ("Project"); and

WHEREAS, OWNER requires certain professional engineering services in connection with the Project; and

WHEREAS, ENGINEER is willing and able to provide the professional engineering services required for the Project as from time to time specified or designated by OWNER or PROJECT MANAGER as agent of the OWNER (hereinafter, PROJECT MANAGER AS AGENT) pursuant to Task Orders, a form of which is attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, OWNER, PROJECT MANAGER (as Agent) and ENGINEER hereby agree as follows:

## **ARTICLE 1—TASK ORDERS**

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1.1 Task Orders shall be used to describe the Parties' mutual agreement on the scope of the services, schedule, compensation and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit "A." Once executed by duly authorized representatives of both Parties, the Task Orders become part of this Agreement. Each Task Order shall govern the Parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, except to the extent specifically agreed and expressed otherwise in such Task Order. In the event of conflicts between this Agreement and a Task Order, the more stringent provisions shall take precedence. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment, if not otherwise set forth in such amendment(s).

## **ARTICLE 2—ENGINEER'S SERVICES**

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ENGINEER shall provide the services described in Section A (Scope of Services) ("Services" hereinafter) of each Task Order, which shall have been requested and agreed to by OWNER or PROJECT MANAGER AS AGENT. OWNER, PROJECT MANAGER AS AGENT and ENGINEER agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. The ENGINEER agrees to furnish its best skill and judgment and cooperate with OWNER and PROJECT MANAGER AS AGENT in a manner consistent with good engineering practice.

## **ARTICLE 3—TIMES FOR RENDERING SERVICES**

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3.1 ENGINEER's Services shall be performed within the time period or by the date set forth in Section B (Schedule) of each Task Order.

3.2 If ENGINEER's Services are delayed or suspended in whole or in part by OWNER or PROJECT MANAGER AS AGENT, the ENGINEER shall give OWNER and PROJECT MANAGER AS AGENT written notice within ten (10) days of the occurrence of

the alleged cause of the delay and the impact of the delay or suspension on the Schedule or costs (a "Claim").

3.3 Upon OWNER's or PROJECT MANAGER AS AGENT's approval of ENGINEER's Claim, ENGINEER shall be entitled to equitable adjustment of the time for performance or rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with such delay or suspension.

3.4 If the progress or completion of the Project is delayed by reason of any, negligence, error, omission or breach of the ENGINEER, the ENGINEER shall compensate the OWNER or PROJECT MANAGER AS AGENT for and indemnify it against, costs, expenses, liabilities or damages which may accrue as a result of such delay. In addition, ENGINEER shall provide such of their services at its own cost, including overtime costs required, to make up for the time lost to the OWNER or PROJECT MANAGER AS AGENT because of such delay.

## **ARTICLE 4—PAYMENTS TO ENGINEER**

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### **4.1 Methods of Payment for Services of ENGINEER.**

4.1.1 OWNER shall pay ENGINEER for Services rendered in accordance with Section C (Compensation) of each Task Order.

4.1.2 ENGINEER shall periodically invoice OWNER and PROJECT MANAGER AS AGENT for Services rendered, but not more than once per month. The amount of each invoice shall be based on the estimate of the percent completion of Services pursuant to each Task Order(s) for the period covered by each invoice, as agreed upon by ENGINEER and OWNER or PROJECT MANAGER AS AGENT. The invoices shall identify the amount being invoiced pursuant to each Task Order(s) then in effect.

4.1.3 OWNER or PROJECT MANAGER AS AGENT shall give prompt written notice of any disputed amount and OWNER shall pay the remaining amount. PROJECT MANAGER AS AGENT will recommend to the OWNER payment of amounts due on the invoice within ten (10) business days of receipt of the invoice. OWNER shall promptly pay ENGINEER after receipt of the recommendation from PROJECT MANAGER AS AGENT.



4.1.4 If the OWNER fails to make payment due the ENGINEER for Services and expenses within forty (40) days after receipt of the recommendation from PROJECT MANAGER AS AGENT, the ENGINEER may, after giving seven (7) days' written notice to OWNER and PROJECT MANAGER AS AGENT, suspend Services under this Agreement until ENGINEER has been paid in full all amounts due for Services, expenses and other related charges. Non-payment of amounts due beyond eighty (80) days after receipt by the OWNER of the recommendation from the PROJECT MANAGER AS AGENT shall be just cause for termination by the ENGINEER. Issues regarding payment shall be an exception to the Dispute Resolution clause of Exhibit "B," unless non-payment is due to and based on an allegation of ENGINEER'S failure to perform or improper performance of the Services.

4.1.5 Upon receipt of payment from the OWNER, ENGINEER shall promptly make payment to its consultants and contractors.

4.1.6 Because PROGRAM MANAGER is only acting as the OWNER's agent, ENGINEER agrees to look solely to the OWNER for any compensation or payments arising from or related to this Agreement or this Project. PROJECT MANAGER AS AGENT's obligations to OWNER are governed by the separate contract between the OWNER and PROJECT MANAGER.

4.1.7 Prior to final payment, the ENGINEER shall furnish evidence satisfactory to the OWNER and PROJECT MANAGER AS AGENT that there are no claims, payment obligations or liens outstanding in connection with the services provided by the ENGINEER. Acceptance of final payment shall constitute a waiver of all claims by the ENGINEER for compensation related to this Agreement.

4.1.8 Should there be any claim, obligation or lien asserted before final payment is made that arises from the breach or negligence of the ENGINEER under this Agreement, ENGINEER shall reimburse the OWNER OR PROJECT MANAGER AS AGENT for any costs and expenses, including reasonable attorneys' fees, incurred by the OWNER OR PROJECT MANAGER AS AGENT in satisfying, discharging or defending against such claim, obligation or lien.

4.1.9 Should ENGINEER or any of its consultants or subcontractors cause damage to the Project, or fail to perform or otherwise breach this Agreement, the OWNER OR PROJECT MANAGER AS AGENT shall have the right to withhold from any payment an amount reasonably sufficient to protect OWNER or PROJECT MANAGER AS AGENT from any loss that may result. Payment of amount withheld shall be made when the grounds for the withholding have been removed.

4.1.10 Expense records of the ENGINEER's personnel, consultants, subcontractors and services shall be maintained in accordance with generally accepted accounting principles and cost accounting standards and made available to the OWNER and PROJECT MANAGER AS AGENT in the event of a dispute regarding payment.

#### 4.2 Other Provisions Concerning Payment

4.2.1 If used and if applicable, the Standard Hourly Rates Schedule, Reimbursable Expenses Schedule, Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of January 1<sup>st</sup>) to reflect equitable changes to the compensation payable to ENGINEER will be provided for in additional exhibits to this Agreement.

4.2.2 *Reimbursable Expenses.* Reimbursable Expenses means the actual expenses authorized and set forth in the Task Order and incurred by ENGINEER or ENGINEER's Consultants directly in connection with the performance of the Services, including the categories and items listed in each Task Order, and, if authorized in advance by OWNER or PROJECT MANAGER AS AGENT, overtime work requiring higher than regular rates.

4.2.3 *For Additional Services.* OWNER shall pay ENGINEER for all services not included in the Scope of Services of any issued Task Order on the basis agreed to in writing by the Parties at the time such services are authorized by OWNER OR PROJECT MANAGER AS AGENT. ENGINEER shall not perform such services until agreed to in writing.

#### ARTICLE 5—OWNER'S OR PROJECT MANAGER AS AGENT'S RESPONSIBILITIES

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5.1 OWNER or PROJECT MANAGER AS AGENT shall be responsible for all matters described in Section D (OWNER OR PROJECT MANAGER AS AGENT'S Responsibilities), of each Task Order.

5.2 In addition, OWNER or PROJECT MANAGER AS AGENT shall perform and provide the following in a timely manner so as not to unduly delay the services of the ENGINEER:

5.2.1 Place at ENGINEER's disposal all available information pertinent to the Project as reasonably requested by ENGINEER, including previous reports, drawings, specifications or any other data as may be reasonably required by ENGINEER to perform the Services. To the extent such information is provided by others, ENGINEER shall be entitled to rely on such information to the same extent as the OWNER OR PROJECT MANAGER AS AGENT. If the information provided is incomplete or inaccurate, ENGINEER shall be entitled to additional compensation and time to equitably account for any increased costs or time requirements caused by such incomplete or inaccurate information.

5.2.2 Give prompt notice to ENGINEER whenever OWNER or PROJECT MANAGER AS AGENT becomes aware of any development that affects the scope or timing of ENGINEER's Services, or any defect in the Services of ENGINEER.

## ARTICLE 6—GENERAL CONSIDERATIONS

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### 6.1 Standards of Performance

The Standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement shall be the care and skill ordinarily used by members of ENGINEER's profession practicing in the services required for the Project under similar circumstances.

6.1.1 ENGINEER shall be responsible for the technical accuracy of ENGINEER's Services and documents resulting therefrom. ENGINEER shall correct any deficiencies without additional compensation, except to the extent such action is directly attributable to the ENGINEER's reasonable reliance on deficient information furnished by the OWNER or PROJECT MANAGER AS AGENT and/or OWNER.

6.1.2 The specific services of the ENGINEER will be specified and agreed to in Task Orders. Unless otherwise agreed, the following provisions

shall apply to the phases and services authorized by the Task Orders.

6.1.3 PER. Pursuant to a Task Order, ENGINEER shall prepare a design for Project facilities that meets or exceeds the treatment design and performance criteria of the appropriate state governmental authority having jurisdiction. In addition, the prepared design shall meet or exceed the design and performance criteria in any Task Orders issued under this Agreement, which may amend criteria previously listed in any PER, or a prior Task Order. If the prepared design is determined to not meet or exceed the design and performance criteria in the PER, or as amended in Task Orders issued pursuant to this Agreement, then, in that event, the ENGINEER shall be responsible for all additional redesign labor and costs to prepare a design of facilities that achieves the specified design and performance criteria.

6.1.4 PRELIMINARY DESIGN. After acceptance by OWNER of the PER and pursuant to a Task Order, the ENGINEER shall prepare Preliminary Design Phase documents, which when complete, will unless specified otherwise, will represent at least [60]% of the overall design completion and adequate to permit the OWNER or PROJECT MANAGER AS AGENT to provide a guaranteed maximum price for the Project.

1. These documents shall consist of final design criteria, listing of selected equipment manufacturers, preliminary drawings, outline specifications and written descriptions of the Project. The prepared preliminary drawings are to include process flow schematics, process hydraulic profiles, proposed site layout and yard piping plans, proposed process structure and piping layout plans, proposed structure reinforcing steel requirements, proposed building layouts, process and instrumentation diagrams (P&ID's), and electrical one line diagrams.
2. The ENGINEER shall perform necessary field surveys and topographic and utility mapping of the Project sites (Project Sites) for design purposes. Utility mapping will be based upon information obtained from utility owners. The ENGINEER shall advise OWNER and PROJECT MANAGER AS AGENT if additional reports, data, information, or services are necessary and assist OWNER and PROJECT MANAGER AS AGENT in obtaining such reports, data, information, or services.
3. Based on the information contained in the Preliminary Design Phase documents, the

PROJECT MANAGER AS AGENT will submit to the OWNER: i) an opinion of the probable construction cost(s) and may submit a Guaranteed Maximum Project Price (GMPP) for the Project; and ii) a Guaranteed Maximum Operation and Maintenance (O&M) Cost to operate and maintain the Project for the first twelve (12) months following its completion. Prior to submission of the proposals, ENGINEER shall review the proposal and advise the OWNER and PROJECT MANAGER AS AGENT of any errors, omissions or inconsistencies it may discover.

- .4 OWNER and PROJECT MANAGER AS AGENT will review and comment upon the ENGINEER's Preliminary design at 30%, 60% and 90% design completion milestones.

6.1.5 FINAL DESIGN. Pursuant to a Task Order, ENGINEER shall prepare final design documents for which the estimated construction cost does not exceed the construction cost estimate for the accepted preliminary design documents completed at the 60% Preliminary design milestone.

- .1 If the estimated construction cost for prepared final design documents exceeds the preliminary design construction cost estimate, then, in that event, the ENGINEER shall be responsible for all additional redesign labor and costs to bring the estimated construction cost of the final design within the preliminary design cost estimate. The ENGINEER shall not be responsible for redesign labor and costs to reduce the estimated construction costs of the final design once the OWNER and PROJECT MANAGER AS AGENT has accepted the design for bidding, or for scope changes requested by the OWNER and/or PROJECT MANAGER AS AGENT subsequent to acceptance of the preliminary design by the OWNER. ENGINEER shall prepare an opinion of probable construction cost for the Project based on historical information that represents the judgment of a qualified professional. The OWNER, PROJECT MANAGER AS AGENT and ENGINEER acknowledge that actual costs may vary from the cost opinions prepared and that ENGINEER offers no guarantee related to the Project cost.
- .2 To keep the design within the construction cost limit established at the end of preliminary

design, the OWNER and PROJECT MANAGER AS AGENT will review and comment on the final design at 30%, 60% and 90% milestones.

- .3 ENGINEER shall prepare applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER and PROJECT MANAGER AS AGENT in consultations with appropriate authorities. The OWNER shall pay the cost of all permit fees.
- .4 ENGINEER shall advise OWNER and PROJECT MANAGER AS AGENT of any potential adjustments to the opinion of probable construction cost and any adjustments to GMPP based on the scope of the revisions and/or design revisions to reduce construction cost of the Project.
- .5 ENGINEER shall prepare and furnish Bidding Documents for review and approval by OWNER and PROJECT MANAGER "AS AGENT", OWNER's legal counsel, and other advisors, as appropriate, and assist OWNER as PROJECT MANAGER AS AGENT and OWNER in the preparation of other related documents.

6.1.6 BIDDING PHASE. Pursuant to a Task Order, the ENGINEER shall assist the OWNER and PROJECT MANAGER AS AGENT in obtaining bids from trade contractors and suppliers by providing necessary bid packages, drawings, specifications and addenda, attending pre-bid meetings, and clarifying the scope and intent of the design documents as needed. If requested, ENGINEER shall attend the bid openings, prepare bid tabulation sheets and assist OWNER and PROJECT MANAGER AS AGENT in evaluating Bids or proposals and in assembling and awarding contracts for the construction work.

6.1.7 CONSTRUCTION PHASE. Pursuant to a Task Order, the Engineer shall:

- .1 Provide the services of a Resident Project Representative (RPR) at the Site to assist the OWNER and PROJECT MANAGER AS AGENT and to provide more extensive observation of Contractor's work.
- .2 Make visits to the Site at intervals appropriate to the various stages of construction, as OWNER or PROJECT MANAGER AS AGENT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Based on information

obtained during such visits and such observations, determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and keep OWNER and PROJECT MANAGER AS AGENT informed of the progress of the Work.

- .3 Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Recommend Change Orders and Work Change Directives to OWNER and PROJECT MANAGER AS AGENT, as appropriate, and prepare Change Orders and Work Change Directives, as requested by OWNER or PROJECT MANAGER AS AGENT.
- .4 Timely review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor(s) is required to submit. Submittals shall be checked for compliance with the design and scope of the Project and for compliance with the Construction Documents.
- .5 Prepare operation and maintenance manuals for new wastewater treatment facilities.
- .6 Assist OWNER or PROJECT MANAGER AS AGENT in the inspections to determine if the Work is Substantially and Finally Complete.

6.1.8 POST CONSTRUCTION. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from Contractor(s) and furnish prepared Record Drawings to the OWNER. If a loan is utilized for the Project, prepare and submit certifications required by the Agency one year after completion of construction. Provide an inspection of the Project within one (1) month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

#### 6.2 Designated Representatives

Contemporaneous with the execution of this Agreement, ENGINEER, OWNER and PROJECT MANAGER AS AGENT shall each designate specific individuals as ENGINEER's, OWNER's and

PROJECT MANAGER AS AGENT's representatives with respect to the Services to be performed or furnished by ENGINEER and responsibilities of OWNER or PROJECT MANAGER AS AGENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Services and responsibilities on behalf of their respective Party.

#### ARTICLE 7—CONTENT OF AGREEMENT

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7.1 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Sample Task Order," consisting of 2 pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of 4 pages.

#### 7.2 Total Agreement

This Agreement (consisting of pages 1 to 6, inclusive, together with the Exhibits identified in paragraph 7.1) and any executed Task Orders issued hereunder, constitute the entire agreement between OWNER OR PROJECT MANAGER "AS AGENT" and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by OWNER OR PROJECT MANAGER AS AGENT and ENGINEER.

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

**OWNER:**

Village of Chatham, Illinois

By: Del McCord

Title: Director of Admin & Utilities

Signature: Del McCord

Date Signed: December 5, 2006

**ENGINEER:**

Donohue & Associates, Inc

By: Edward S. NEVERS

Title: VICE PRESIDENT

Signature: Edward S. Nevers

Date Signed: NOV. 20, 2006

**PROJECT MANAGER AS AGENT:**

Environmental Management Corporation (EMC)

By:

Title:

Signature: [Signature]

Date Signed: 12/06/2006

Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Address for giving notices:

Village of Chatham, Illinois

116 East Mulberry Street

Chatham, IL 62629

Address for giving notices:

DONOHUE & ASSOCIATES, INC.

3311 WEEDEN CREEK ROAD

SHEBOYGAN, WI 53081

Designated Representative (Paragraph 6.2):

Name:

Title:

Phone Number:

Designated Representative (Paragraph 6.2):

Name: ED NEVERS

Title: VICE PRESIDENT

Phone Number: 920-208-0296

Facsimile Number:

Facsimile Number: 920-208-0402

E-Mail Address:

E-Mail Address: anevers@donohue-associates.com

Address for giving notices:

Environmental Management Corporation

1001 Boardwalk Springs Place

O'Fallon, MO 63368

Designated Representative (Paragraph 6.2):

Name:

Title:

Phone Number:

Facsimile Number:

E-Mail Address:

This is EXHIBIT A, consisting of 2 pages, referred to in and part of the Master Agreement between OWNER OR PROJECT MANAGER "AS AGENT" and ENGINEER for Professional Services dated \_\_\_\_\_, 200\_.

## Sample Task Order

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TASK ORDER NUMBER \_\_\_\_\_

This Task Order is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated \_\_\_\_\_ 200\_ (the Agreement), between Village of Chatham, Illinois (OWNER) and Environmental Management Corporation (EMC) (PROJECT MANAGER, AS AGENT) and \_\_\_\_\_ (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement.

*(Insert a brief description of the Project elements to which the Task Order applies.)*

### Section A – Scope of Services

A.1 ENGINEER shall perform the following Services:

A.2 The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the OWNER or PROJECT MANAGER AS AGENT:

A.3 In conjunction with the performance of the foregoing Services, ENGINEER shall provide the following submittals/deliverables (Documents) to OWNER or PROJECT MANAGER AS AGENT:

### Section B – Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule.

### Section C – Compensation

C.1 In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER an amount not to exceed \$ \_\_\_\_\_, payable according to the following terms:

C.2 Compensation for Additional Services (if any) shall be paid by the OWNER to ENGINEER according to the following terms:

**Section D – OWNER OR PROJECT MANAGER “AS AGENT”’s Responsibilities**

OWNER OR PROJECT MANAGER AS AGENT shall perform and/or provide the following in a timely manner so as not to delay the services of the ENGINEER. Unless otherwise provided in this Task Order, OWNER shall bear all costs incident to compliance with the following:

**Section E – Other Provisions (Optional)**

The Parties agree to the following provisions with respect to this specific Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**OWNER:**

**Village of Chatham, Illinois**

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

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

Signature: \_\_\_\_\_

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

**ENGINEER:**

\_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

**PROJECT MANAGER, AS AGENT:**

**Environmental Management Corporation (EMC)**

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

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

Signature: \_\_\_\_\_

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



This is EXHIBIT B, consisting of 4 pages, referred to in and part of the Master Agreement between OWNER OR PROJECT MANAGER "AS AGENT" and ENGINEER for Professional Services dated

## Standard Terms and Conditions

The following terms and conditions are part of the agreement of the Parties:

### Standard Terms and Conditions

#### 1. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER OR PROJECT MANAGER AS AGENT and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER OR PROJECT MANAGER AS AGENT or ENGINEER. ENGINEER operates as an independent contractor and nothing contained herein shall be deemed or construed to create any partnership or joint venture between OWNER OR PROJECT MANAGER AS AGENT and ENGINEER. All activities of ENGINEER and its employees and ENGINEER's consultants and such consultants' employees hereunder shall be considered an independent contractor and not an agent for or employee of OWNER OR PROJECT MANAGER AS AGENT.

#### 2. Insurance

Before commencing the Services and as a condition of payment, ENGINEER will obtain and maintain such insurance as will protect it from claims arising out of acts or omissions related to the performance of Services pursuant to this Agreement, whether such acts or omissions are by the ENGINEER or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The ENGINEER and any of its consultants shall maintain at least the following insurance coverage: :

2.1 Commercial General Liability Insurance covering bodily injury and property damage arising out of ENGINEER's performance under this Agreement, with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

2.2 Automobile Liability Insurance covering any motor vehicle operated by ENGINEER in connection with performance under this Agreement, with a combined single limit of at least \$1,000,000 for each person and \$1,000,000 for each accident.

2.3 Workers' Compensation Insurance covering all ENGINEER's employees and in accordance with statutory requirements in the State where Professional Services are rendered; and Employers' Liability Insurance, with a limit of at least \$500,000 for each occurrence.

2.4 Professional Liability Insurance covering damages arising out of ENGINEER's <sup>negligent EN</sup> acts, errors, or omissions during the performance of this Agreement, with a limit of \$2,000,000 annual aggregate to be maintained for a period of two (2) years after substantial completion of the Project.

2.5 Such insurance coverage shall be on a primary, noncontributory basis. ENGINEER also agrees and specifically waives any rights of subrogation against OWNER and PROJECT MANAGER under all applicable insurance policies required under this section. The Commercial General Liability and Automobile Liability insurance coverage will also name the OWNER and the PROJECT MANAGER as additional insured. The cost of any deductible shall be declared in the certificate and paid by the ENGINEER. The ENGINEER shall provide

certificates of insurance to OWNER and PROJECT MANAGER prior to payment and copies of the policies upon request. No policy shall be cancelled or modified without thirty days prior written notice to OWNER and PROJECT MANAGER. All insurance maintained by ENGINEER under this section shall be written by insurers licensed to do business in the State where coverage is applicable, and shall be rated at least A-, VIII by Best's.

2.6 If ENGINEER fails to maintain the required insurance, OWNER or PROJECT MANAGER AS AGENT may obtain same and ENGINEER will be liable to OWNER or PROJECT MANAGER AS AGENT for the cost thereof. OWNER OR PROJECT MANAGER "AS AGENT" retains the right to increase, modify or amend the insurance requirements under this section in connection with the type and scope of services provided by ENGINEER, or prevailing insurance market conditions. ENGINEER will be reimbursed at cost for any increase, modification or amendment to these insurance requirements mandated by the OWNER or PROJECT MANAGER AS AGENT.

### 3. Indemnification

In addition to any liability or obligation of the ENGINEER to the OWNER or PROJECT MANAGER AS AGENT that may exist under this Agreement or by law, to the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER and PROJECT MANAGER AS AGENT, and their officers, directors, partners, employees and separate consultants from and against claims, actions, proceedings, liabilities, costs, losses and damages (including, but not limited to, reasonable fees and charges of construction managers, engineers, architects, attorneys and other professionals and reasonable court or arbitration or other dispute resolution costs) to the extent caused by any negligence, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees and consultants in the performance of ENGINEER's Services under this Agreement.

### 4. Dispute Resolution

4.1 OWNER, PROJECT MANAGER AS AGENT 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 non-binding mediation.

4.2 If a Party alleges a dispute or controversy with the other Party arising out of or relating to the performance of Services under this Agreement, then, in that event, either Party shall have the right to request mediation within twenty (20) days after the claiming Party has provided the other Party with written notice describing the dispute and the claiming Party's position with reference to the resolution of the dispute.

4.3 Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within thirty (30) days of receipt of a written request. The mediator will endeavor to complete the mediation within thirty (30) days thereafter.

4.4 No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both Parties. During any dispute, the ENGINEER shall continue to perform its Services and the OWNER shall continue to make payments in accordance with this Agreement.

4.5 The non-binding mediation proceedings shall be deemed to be settlement negotiations and the mediator shall not be a witness in any later legal proceedings related to this Agreement.

4.6 If the mediation does not result in a resolution of the dispute, either Party may pursue remedies available under applicable law.

### 5. Termination of Contract

OWNER or PROJECT MANAGER AS AGENT may at any time for any reason, upon seven (7) days' prior written notice to the ENGINEER, terminate this Agreement. Except as otherwise provided in the Agreement at paragraph 4.1.4, ENGINEER shall have the right after mediation to terminate this Agreement if OWNER or PROJECT MANAGER AS AGENT shall materially breach its obligations to ENGINEER under the terms of this Agreement and shall fail to cure such breach within seven (7) days after receipt of written notice of such breach from ENGINEER. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement for all work performed up to the effective date of termination.

6. Access

OWNER or PROJECT MANAGER AS AGENT shall arrange for access to and make reasonable provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as reasonably required for ENGINEER to perform Services under this Agreement.

7. Hazardous Environmental Conditions

It is acknowledged by both parties that unless specifically provided for in a Task Order, the ENGINEER's Scope of Services does not include any services related to a "Hazardous Environmental Condition" (HEC), i.e., the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Project. In the event ENGINEER or any other party encounters a HEC, ENGINEER shall immediately notify the OWNER and PROJECT MANAGER AS AGENT of the ENGINEER's belief that a HEC has been encountered during the performance of the work and suspend performance of Services on the portion of the Project affected thereby until the HEC has been removed.

8. Ownership and Reuse of Documents

The OWNER and PROGRAM MANAGER AS AGENT acknowledge that all documents, drawings and information prepared or furnished by ENGINEER or its consultants or subcontractors (collectively "Design Documents") are instruments of services. Provided and to the extent the OWNER has made payments as required by this Agreement, the OWNER and ENGINEER shall be considered joint owners of the Design Documents and OWNER and PROGRAM MANAGER AS AGENT shall have the right to use and copy such Design Documents for the Project intended. Upon termination of this Agreement, ENGINEER shall provide OWNER or PROGRAM MANAGER AS AGENT with copies of all Design Documents to the extent requested by the OWNER or PROGRAM MANAGER AS AGENT. The OWNER may transfer its rights in respect of the Design Documents. Any reuse of the Design Documents beyond the specific use intended in connection with the Project without written authorization or adaptation by the ENGINEER, will be at the user's sole risk and without liability to ENGINEER.

9. Force Majeure

Each Party's performance shall be excused during the time such performance is prohibited by causes beyond its reasonable control and which cannot reasonably be anticipated or avoided.

10. Assignment

Neither Party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other Party.

11. Binding Effect; Severability and Waiver

11.1 This Agreement shall bind, and the benefits thereof shall inure to the respective Parties hereto, their legal representatives, executors, administrators, successors, and assigns.

11.2 Severability and Waiver of Provisions

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 OR PROJECT MANAGER "AS AGENT" and ENGINEER, who 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. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

12. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

13. Controlling Law

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

14. 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, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

15. No Waiver

The failure of either party to insist, in any one or more instances, on the performance of any to the terms, conditions, or covenants of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, condition, covenant or right with respect to past or further performance.

16. Ethical Purchasing Policy

ENGINEER acknowledges that the OWNER and PROJECT MANAGER AS AGENT will subscribe to a code of ethics (the "Code of Conduct") and operates an ethical purchasing policy (the "ethical purchasing policy"), covering areas such as labor, safety and the environment. Copies of the Code of Conduct and ethical purchasing policy have been provided to the ENGINEER or may be viewed at the websites of the OWNER or PROJECT MANAGER AS AGENT.

The OWNER and PROJECT MANAGER, AS AGENT expect the ENGINEER to maintain a consistently high standard of integrity in all their business relationships with EMC and to foster the highest possible standards of professional competence in all their activities. To this end, in supplying goods and/or services to the OWNER and PROJECT MANAGER, AS AGENT the ENGINEER agrees that it shall not knowingly take any action which violates the Code of Conduct. Further, no employee or officer of the OWNER and PROJECT MANAGER, AS AGENT is authorized to propose to the ENGINEER or approve conduct inconsistent with the Code of Conduct.

The OWNER and PROJECT MANAGER, AS AGENT shall have the right to terminate its business relationship and any associated agreements with the ENGINEER if the ENGINEER is (or OWNER and PROJECT MANAGER, AS AGENT reasonably believes that the ENGINEER is) in material breach of the Code of Conduct and the ENGINEER fails to remedy such breach, after written notification by EMC of such breach, within the cure period specified by EMC for such remedy. In determining the length of the cure period EMC shall act reasonably, having regard to the severity and nature of the breach.

## TASK ORDER NUMBER   1

This Task Order is made as of this \_\_\_\_ day of \_\_\_\_\_, 2006, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated \_\_\_\_\_ 2006 (the Agreement), between **Village of Chatham, Illinois (OWNER) and Environmental Management Corporation (EMC) (PROJECT MANAGER, AS AGENT)** and **Donohue & Associates, Inc. (ENGINEER)**. This Task Order is made for the following purpose, consistent with the Project defined in the Agreement.

The Village of Chatham is interested in developing an independent water supply system. This water supply system is expected to initially produce 2 MGD of potable water and have expansion capability up to 6 MGD. Facilities shall consist of a well field with multiple shallow wells, an 18-mile transmission system and a new ion exchange treatment facility. The first step in the process is to confirm the feasibility and cost of the project. The intention of this task is to develop a technical engineering report to confirm the feasibility and cost of this project.

### Section A – Scope of Services

#### A.1 ENGINEER shall perform the following Services:

1. Participate in a project kickoff meeting. The meeting objectives will be to review project goals, schedule and responsibilities.
2. Review background information including the Village of Chatham/Village of Rochester feasibility study, the second opinion review of said feasibility study and the groundwater investigation report prepared by the Illinois State Water Survey.
3. Based upon the review of available background information develop a list of needs to confirm the quantity and quality of water available.
4. Participate in a meeting in Chatham to convey data needs recommendations. Needs recommendations will include number and location of additional test wells to confirm aquifer production rates, additional testing requirements to confirm compliance with regulatory water quality requirements and additional monitoring and testing requirements necessary to confirm the aquifer is not under the influence of surface water.
5. Assist OWNER OR PROJECT MANAGER "AS AGENT" in contracting with well drilling firm and laboratory for additional necessary information.
6. Assist OWNER OR PROJECT MANAGER "AS AGENT" in developing survey needs for the plant and well field site.
7. Review well test report as prepared by well drilling company to confirm recommendation for number, location and capacity of wells. Develop a technical memorandum to summarize recommendations.
8. Based upon currently available information and additional information generated, prepare a cost-effectiveness analysis to compare the ion exchange treatment process with lime softening.
9. Assuming, ion exchange is cost effective, develop a technical memorandum to summarize ion exchange water treatment requirements including a process flow schematic, design memorandum, conceptual layouts and recommended equipment suppliers.
10. Participate in a conceptual design meeting in Chatham to discuss and receive concurrence of above-noted technical memoranda.
11. Modify well and treatment facility technical memoranda based upon agreements in the conceptual design meeting.
12. Develop conceptual construction cost for the well field and water treatment facility based upon the technical memoranda recommendations.
13. Compare conceptual construction cost developed by Donohue with the conceptual construction cost developed by OWNER OR PROJECT MANAGER "AS AGENT".
14. Participate in a meeting in Chatham to resolve construction cost opinion differences and develop project cost-reduction/project improvement options if necessary.
15. Participate in meeting with IEPA to discuss project strategy.

16. Summarize engineering efforts in a draft technical engineering report consisting of an executive summary, a project summary and recommendations section and previously generated design memoranda.
17. Submit draft OWNER OR PROJECT MANAGER "AS AGENT" for review.
18. Modify draft technical engineering report per OWNER OR PROJECT MANAGER "AS AGENT" review comments and submit five (5) copies to IEPA for review and approval.
19. Assist OWNER OR PROJECT MANAGER "AS AGENT" with IEPA approval process.

A.2 The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the OWNER OR PROJECT MANAGER "AS AGENT":

1. Task Order #1 includes a technical evaluation to confirm the feasibility of developing a well field, transmission system and ion exchange treatment facility for the Village of Chatham. The final deliverable for this task order will be a technical engineering report. It will not meet all the review requirements of IEPA for a Illinois State Revolving Loan Fund (SRF) project. Should the Village decide to proceed with the project with SRF funding, modifications and additional analysis will be required to convert the technical engineering report produced by this Task Order to a SRF approvable Preliminary Engineering Report.
2. Engineering services relative to the transmission main evaluation and design are not included in this task order. Potential engineering services may include a surge analysis and size confirmation as it relates to water quality / treatability.
3. Pilot work, if deemed as needed by IEPA, to determine treatment system suitability and/or optimization.
4. Services provided herein assume that the proposed water plant site is located in the northwest corner of Section 18, Twp 15 north, 3 west. Evaluations at other sites will be additional services.

A.3 In conjunction with the performance of the foregoing Services, ENGINEER shall provide the following submittals/deliverables (Documents) to OWNER OR PROJECT MANAGER "AS AGENT":

A technical engineering report to confirm the feasibility and cost of proceeding with the Village of Chatham well field, transmission system and ion exchange treatment facility. It shall include recommendations and a preliminary opinion of construction cost for the well fields and the treatment facilities. Specifically, the well field recommendations will include number, volume per well, location of wells and construction cost. Specifically, the treatment facilities recommendations will include a summary of raw water characteristics, a comparison of raw water characteristics to regulatory requirements, a design memorandum describing the unit processes, flow schematic and conceptual layouts.

## **Section B – Schedule**

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule.

The draft technical engineering report will be delivered to the OWNER OR PROJECT MANAGER on February 12, 2007 assuming notice to proceed with Task Order #1 is received by October 11, 2006.

## **Section C – Compensation**

C.1 In return for the performance of the foregoing obligations, OWNER OR PROJECT MANAGER "AS AGENT" shall pay to ENGINEER an amount not to exceed \$69,100.

C.2 Compensation for Additional Services (if any) shall be paid by the OWNER OR PROJECT MANAGER "AS AGENT" to ENGINEER according to the following terms:

To be determined.

**Section D – OWNER OR PROJECT MANAGER "AS AGENT"'s Responsibilities**

OWNER OR PROJECT MANAGER "AS AGENT" shall perform and/or provide the following in a timely manner so as not to delay the services of the ENGINEER. Unless otherwise provided in this Task Order, OWNER OR PROJECT MANAGER "AS AGENT" shall bear all costs incident to compliance with the following:

1. Additional water quality testing to confirm compliance with regulatory water quality requirements.
2. Additional test well costs associated with confirmation of raw water quality and/or quantity.
3. Final copies of the Village of Chatham/Village of Rochester feasibility study, the second opinion review of said feasibility study, the groundwater investigation report prepared by the Illinois State Water Survey and other relevant previously prepared investigation results.

**Section E – Other Provisions (Optional)**

The Parties agree to the following provisions with respect to this specific Task Order:

NA

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**OWNER:**

Village of Chatham, Illinois

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

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

Signature: Del M. Ford

Date Signed: December 5, 2006

**ENGINEER:**

By: Edward S. Nevins

Title: VICE PRESIDENT

Signature: Edward S. Nevins

Date Signed: NOV. 20, 2006

**PROJECT MANAGER, AS AGENT:**

Environmental Management Corporation (EMC)

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

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

Signature: [Signature]

Date Signed: 12/05/2006

**Chatham Well Field, Transmission Main & Treatment Facility  
 Technical Engineering Evaluation  
 Fee Summary  
 Donohue & Associates, Inc.**

Task	PM/Sr. Eng. \$ 170	Sr. Eng. \$ 145	Project Eng. \$ 125	Eng. \$ 90	Tech. \$ 75	Admin. \$ 50	Total Hours	Total Labor	Travel	Printing	Other Expenses	Total Cost
1 Kickoff Meeting	8						8	\$ 1,360				\$ 1,360
2 Background information review	4	8	8				20	\$ 2,840				\$ 2,840
3 Needs development	2	16	8				26	\$ 3,660				\$ 3,660
4 Needs review meeting	2	8					10	\$ 1,500	\$ 200			\$ 1,700
5 Assist well drilling contracting		4					4	\$ 580				\$ 580
6 Assist survey	4						4	\$ 680				\$ 680
7 Develop well technical memorandum	4	24		20			48	\$ 5,960				\$ 5,960
8 Prepare cost-effectiveness analysis			60				60	\$ 7,500				\$ 7,500
9 Develop treatment tech memo	4		60	20			84	\$ 9,980				\$ 9,980
10 Conceptual design meeting	8	8	8				24	\$ 3,520	\$ 700			\$ 4,220
11 Modify technical memoranda	4	8	8	8			28	\$ 3,560				\$ 3,560
12 Conceptual opinion on cons cost	4	16	16	8			44	\$ 5,720				\$ 5,720
13 Comparison of conceptual cost opinions	6	2	2				10	\$ 1,560				\$ 1,560
14 Participate in cost meeting	8	4					12	\$ 1,940	\$ 700			\$ 2,640
15 Participate in IEPA meeting	8	4					12	\$ 1,940	\$ 500			\$ 2,440
16 Develop draft technical engineering report	4	12	12	40			68	\$ 7,520		\$ 200		\$ 7,720
17 Submit technical engineering report for review				4			4	\$ 360				\$ 360
18 Final engineering report	4	4	4	12			24	\$ 2,840	\$ 300	\$ 200		\$ 3,340
19 Assist with IEPA approval	10	4	8				22	\$ 3,280				\$ 3,280
<b>Total</b>	84	122	194	112	-	-	512	\$ 66,300	\$ 2,400	\$ 400	\$ -	\$ 69,100
<b>Total Labor Dollars by Labor Class</b>	\$ 14,280	\$ 17,690	\$ 24,250	\$ 10,080	\$ -	\$ -						



**Donohue & Associates, Inc.**  
**Hourly Charge-Out Schedule - Municipal W-WW Projects**  
**2006**

Employee Classification	Hourly Rate
Engineer/Specialist VII	\$170.00
Engineer/Specialist VI	\$160.00
Engineer/Specialist V	\$145.00
Engineer/Specialist IV	\$125.00
Engineer/Specialist III	\$115.00
Engineer/Specialist II	\$100.00
Engineer/Specialist I	\$90.00
Technician/Inspector IV	\$90.00
Technician/Inspector III	\$85.00
Technician/Inspector II	\$75.00
Technician/Inspector I	\$65.00
Administrative Assistance VI	\$95.00
Administrative Assistance IV	\$65.00
Administrative Assistance III	\$55.00
Administrative Assistance II	\$50.00

**Notes:**

Labor charge-out rates for normal work week  
Billing rates are in effect for 2006 and may be adjusted annually to  
reflect labor cost increases

**Expenses:**

Mileage at IRS stipulated rate  
Printing and reproductions at cost