City of East Moline
Committee of the Whole

City Council Chambers
915 16th Avenue
East Moline, IL 61244

DATE: MONDAY, February 1st, 2016

TIME: Immediately Following the Regular Council Meeting

1	Water Filtration Plant – Filter Media Purchase	Drake
2	Water Filtration Plant – Mower Purchase	Drake
3	Wastewater Treatment Plant – Dump Truck Replacement	Drake
4	Pump House Rehabilitation – Construction Engineering	Kammler

CITY OF EAST MOLINE

COMMITTEE OF THE WHOLE

Title: Water Filtration Plant - Filter Media Purchase

Date: 1 February 2016

Agenda Item: #1 Presented By: Drake

Description:

The water quality produced by filters is starting to diminish, in addition to the diminishing water quality; filter run times lower, which requires more frequent backwash cycles. The last time the media was replaced in the filters was in 1989. Over time calcium carbonate binds with the filter media creating large clumps which do not filter the water efficiently.

In order to improve the water quality produced by the filters the media in need of replacement. I have received prices for just the filter media to replace the media in two filters which are as follows:

Northern Filter Media, Inc.	$26,659.10 + Freight
Red Flint Sand & Gravel	$27,466.65 + Freight

FINANCIAL

Is this a budgeted item? Yes X No ___

Line Item # 200-4522-743.0 Title: Capital Purchases

Amount Budgeted: $40,000.00

Actual Cost: $26,659.10

Under/(Over): $13,340.90

Funding Sources:

Water Revenues

Departments:

Water Plant

Is this item in the CIP? Yes X No ___ CIP Project Number: WTRT-15-02

CITY OF EAST MOLINE

COMMITTEE OF THE WHOLE

Any previous Council actions:

Action	Date
No	

Recommendation:

Approve the purchase of filter media from Northern Filter Media Inc in the amount of $26,659.10, plus freight.

Required Action:

ORDINANCE _____ RESOLUTION X NO ACTION REQUIRED _____

Regular Meeting Date for Action 16 February 2016

Additional Comments:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	HELEN HEILAND	GARY ALMBLADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							

CITY OF EAST MOLINE

COMMITTEE OF THE WHOLE

Title: Water Filtration Plant - Mower Purchase

Date: 1 February 2016

Agenda Item: #2 Presented By: Drake

Description:
The tractor/mower at the water filtration plant is 11 years old, and at the end of its useful life. Bids for a replacement tractor with attachments, have been received and are as follows:

River Valley Turf	$13,947.00 with trade
Pillar Equipment	$13,496.82 with trade
Holland & Sons	$14,575.00 with trade

All bids meet the minimum specifications requested.

FINANCIAL

Is this a budgeted item? Yes X No ___

Line Item # 200-4522-743.0 Title: Capital Purchases

Amount Budgeted: $25,000.00

Actual Cost: $13,496.82

Under/(Over): $11,503.18

Funding Sources:

Water Revenues

Departments:

Water Plant

Is this item in the CIP? Yes X No ___ CIP Project Number: WTRT-15-03

CITY OF EAST MOLINE

COMMITTEE OF THE WHOLE

Any previous Council actions:

Action	Date
No	

Recommendation:

Approve the purchase of tractor with attachments from Pillar Equipment in the amount of $13,496.82 which include trade in of old equipment.

Required Action:

ORDINANCE _____ RESOLUTION X NO ACTION REQUIRED _____

Regular Meeting Date for Action 16 February 2016

Additional Comments:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	HELEN HEILAND	GARY ALMBLADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							

CITY OF EAST MOLINE

COMMITTEE OF THE WHOLE

Title: WWTP Dump Truck Replacement

Date: 1 February 2016

Agenda Item: #3 Presented By: Drake

Description:
The 1997 Ford F-800 dump truck at the Wastewater Plant is at the end of its useful life and is in need of replacement.

State bid pricing has been received to replace this truck from Rush Enterprises and is as follows:

New Truck	$93,734.00
Trade-In	$3,000.00
Total Cost	$90,734.00

FINANCIAL

Is this a budgeted item? Yes X No ___

Line Item # 250-4549-743.0 Title: Capital Purchases

Amount Budgeted: $130,000

Actual Cost: $90,734.00

Under/(Over): $39,266.00

Funding Sources:

Wastewater Revenues

Departments:

Wastewater Plant

Is this item in the CIP? Yes X No ___ CIP Project Number: SWTR-16-02

CITY OF EAST MOLINE

COMMITTEE OF THE WHOLE

Any previous Council actions:

Action	Date
No	

Recommendation:
Approve the purchase of the dump truck from Rush Enterprises in the amount of $90,734.00.

Required Action:

ORDINANCE _____ RESOLUTION X NO ACTION REQUIRED _____

Regular Meeting Date for Action 16 February 2016

Additional Comments:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	HELEN HEILAND	GARY ALMBLADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							

CITY OF EAST MOLINE

COMMITTEE OF THE WHOLE

Title: Pumphouse Rehabilitation - Construction Engineering

Date: February 1, 2016

Agenda Item: #4 Presented By: Kammler - Director of Engineering

Description:

Missman, Inc. is nearly complete with the design and permitting phase of the rehabilitation/replacement of components of the badly deteriorated pumphouses along the former Case/New-Holland property on the Mississippi River Levee. The pump equipment was bid and awarded by Council to in previous action to Flow-Technics, Inc. at a price of $346,641.00. The remaining construction work to the pumphouses and gatewells has just received final permit approval from the U.S. Army Corps of Engineers and hasn't been scheduled for bid letting yet. However, significant submittals and reviews for the equipment package is necessary immediately. This project will be under USACE permit and requires construction inspection, testing, documentation and certification in accordance with the Corps requirements and PL-84-99. As such, a contract proposal has been obtained from Missman, Inc. to perform the gamut of construction engineering services required for this project to be completed; this contract is attached for review and consideration. As with design engineering, it is recommended that local drainage funds be used to pay for construction engineering expenses.

FINANCIAL

Is this a budgeted item? Yes ✓ No ___

Line Item# 320-4500-743.5 Title: Drainage - Pumphouse Rehab

Amount Budgeted: $1,050,000

Actual Cost: $71,380 (not including construction)

Under/(Over): ___

Funding Sources:

Drainage

Departments:

Drainage

Is this item in the CIP? Yes ✓ No ___ CIP Project Number: 15-14

CITY OF EAST MOLINE

COMMITTEE OF THE WHOLE

Any previous Council actions:

Action	Date
Retained Missman to perform Design & Permitting	May 5, 2014
(Resolution 14-31)	

Recommendation:

Authorize Construction Engineering Agreement

Required Action:

ORDINANCE _____ RESOLUTION ✓ NO ACTION REQUIRED _____

Regular Meeting Date for Action _____

Additional Comments:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	HELEN HEILAND	GARY ALMBLADE	JEFF STULJR	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							

Missman, Inc.
Professional Engineers & Land Surveyors

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this _____ day of _____ in the year 2016 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF EAST MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:
Construction Observation Services for the City of East Moline Storm Pumps and Gatewell Rehabilitation.

Resident Project Representative: Missman will provide qualified full-time construction engineering and technician personnel for the purpose of observing and recording construction details, including equipment, materials, workers, weather, contractors, progress, and other information for future reference.

The Scope of Services to be provided under this agreement is as follows:
Construction Engineering Services:

1. All documentation and observation details will be based on Missman providing full-time inspection for a Monday thru Friday work week.
2. Observe the progress and quality of the executed work, and to determine in general, if the work is proceeding in accordance with the Contract Documents. Prepare daily diaries and weekly reports to be delivered to the Client.
3. Prepare pay estimates, review contractor pay rolls, change orders, and material certification.
4. Attend one(1) preconstruction meeting.
5. Attend eight(8) bi-weekly progress meetings.
6. Take notes and measurements for record drawings and keep a photo log.
7. Note any special conditions, material deliveries, number of people working and arrival and departure of major equipment.
8. Record weather.
9. Record opening and closing of bike path, Traffic Control Deficiencies for pedestrians.
10. Note suspension of work, resumption of work, time spent on disputed items, or delays,
11. Note any accidents or injuries.
12. Note time of placing/removing erosion controls, and any deficiencies.
13. Provide 1-time construction staking and layouts for the Contractor, with additional staking and layout being considered additional services.

Reimbursable Expenses:

1. Construction Materials Testing.

The Scope of Services does not provide, but is not limited to, the following:

1. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues.
2. Providing a trailer with office for Missman Personnel.
3. Expert testimony.
4. Soils investigations, geotechnical or environmental reports or studies.
5. Meetings and public hearings beyond those specified above.
6. Reports and documentation to the U.S. Army Corps of Engineers.

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit A – Hourly Rates for Additional Services.

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The Deliverables will generally consist of:
All daily reports, diaries, weekly reports, and photography will be made available to the Client, to the City, and other designated recipients in paper copy and electronic copy (AutoCAD, JPEG, PDF) as directed.

The Schedule for these services is as follows:
Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement and work on the project has started. Anticipated start date is April 4, 2016, with a substantially complete date of June 24, 2016, and final project completion of July 22, 2016.

The Fee for the above described services will be:

Constr. Services Sr. Tech: 60 Working Days x 8 hrs x $98/hr	=	$47,040
Constr. Services Sr. Tech: 20 Working Days x 4 hrs x $98/hr	=	$ 7,840
Shop Drawing Review x 60 hrs x $134/hr	=	$ 8,040
Survey Construction Layout x 8 hrs x $131/hr	=	$ 1,048
Project Manager x 16 weeks x 2 hrs/wk x $134/hr	=	$ 4,288
Project Coordinator x 16 weeks x 2 hrs/wk x $82/hr	=	$ 2,624
Construction Material Testing (Estimated)	=	$ 500
Project Total Cost Not To Exceed	=	**$71,380**

All Services will be charged at the standard hourly rates in effect at the actual time spent on project, with the attached estimated fees used as not to exceed contract values. In the event that Services would result in exceeding these values, Missman will not proceed unless the Client agrees, in writing, that the Services should proceed.

This Agreement, the attached General Terms and Conditions, Attachment Exhibit A (Hourly Rates for Additional Services), all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible.

This proposal is valid until March 31, 2016.

Thank you for considering Missman, Inc. for your professional services.

Respectfully,

MISSMAN, INC.

By John Fellman
John B. Fellman, P.E., S.E.

By Greg Ryckaert
Greg Ryckaert, P.E., Vice President

Accepted this _____ day of _____, 2016

By_____

Title_____
City of East Moline, Illinois

Missman, inc.
Professional Engineers & Land Surveyors

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.

2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.

3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).

4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.

6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.

9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.

12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.

13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.

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14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman 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 modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.

15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.

16. **LIMITATION OF LIABILITY: Any damage on account of professional errors, omissions or negligence will be limited to $10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.**

17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.

18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of $2,000,000.00.

19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.

21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.

23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.

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24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.

25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.

26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.

28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.

29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.

31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

4500 Black Hawk Commons Drive, P.O. Box 6040 • Rock Island, Illinois 61201-6040
Phone:309.788.7644 • Fax:309.283.1642 • www.missman.com

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ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

Classification	Rate
Principal	$185.00
Senior Project Manager	$151.00
Project Manager	$134.00
Project Engineer	$118.00
Senior Design Engineer	$90.00
Design Engineer	$82.00
Land Survey Manager	$142.00
Land Surveyor	$122.00
Survey Party Chief	$80.00
Survey Technician	$51.00
Senior Engineering Technician	$103.00
Engineering Technician	$73.00
CAD Operator	$57.00
Construction Services Manager	$120.00
Construction Services Senior Technician	$98.00
Construction Services Technician	$77.00
Project Coordinator II	$82.00
Project Coordinator I	$62.00
Environmental Scientist	$72.00
Clerical & Administration	$52.00
Engineering Intern	$31.00
Survey – Robotic	$95.00
Survey – RTK	$110.00

January 1, 2016
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging and per diem in excess of 50 miles from the office servicing the project will result in additional charges.