



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
WATER INFRASTRUCTURE SERVICES – **WATER DISTRIBUTION INFRASTRUCTURE**

THOUVENOT, WADE & MOERCHEN, INC.  
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**THIS IS AN AGREEMENT** effective as of **April 5, 2024** (“Effective Date”) between **City of Lebanon** (“Owner”) and **Thouvenot, Wade & Moerchen, Inc. (TWM Inc.)** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **McAllister Water Main Replacement** (“Project”).

Engineer’s services under this Agreement are generally identified as follows: (“Services”).

### Refer To Appendix 1 – Scope of Services

Owner and Engineer further agree as follows:

1.01 *Basic agreement and period of service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment procedures*

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% (18% True Annual Rate) per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment – Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
  - 1. A Lump Sum amount of **\$ 15,000**.



- a. **Construction Phase Services** - Since Construction Phase Services will be at "your specific request and direction", it is not possible for us to know how many hours of service we will need to provide. The need for these services can also vary significantly depending upon your selection of contractor or subcontractors. We therefore have no way to provide you with a fixed price for those services with any degree of accuracy. As such, we will bill you for any Construction Phase Services at the hourly rates listed in our standard fee schedule in effect at the time of your request.
  - b. If you can clearly define in advance the scope of the Construction Phase Services you will require so that we can estimate man-hours, we may be able to provide an estimate of these costs, or set a not-to-exceed price for the services.
  2. In addition to the Lump Sum amount, reimbursement for the following expenses: : **outside services, such as sub-consultant services (including geotechnical), delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%.**
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.
- 3.01 *Termination*
- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.H.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries



- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;



2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- I. This Agreement is to be governed by the law of the state in which the Project is located.
- J. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Insurance*

- A. The Engineer shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Engineer from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the Engineer's services under this Agreement. The Engineer shall also carry Worker's Compensation Insurance. The Engineer shall, if requested in writing, provide certificates of insurance to the Owner.

#### 7.01 *Indemnification*

- A. The Engineer shall indemnify and hold harmless the Client and its officers, members, directors, partners, agents, employees, and sub-consultants against any and all claims, damages, losses and expenses to the extent they are caused by the negligent acts, errors, or omissions of the Engineer and its officers, members, directors, partners, agents, employees, and sub-consultants in the performance of its services under this Agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless the Engineer and its officers, members, directors, partners, agents, employees and sub-consultants from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the ENGINEER) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials. Neither party shall have any obligation to defend or pay for the defense costs of the other party until such time as there is a determination of fault of the parties and in that event, the party found at fault shall only be obligated to reimburse the other party for its reasonable defense costs on a percentage basis in direct proportion, as determined by the court, to the percentage of fault of the party who was found at fault.



- B. For third party claims, to the fullest extent permitted by law, the Client hereby agrees to indemnify, hold harmless and defend the Engineer, including its officers, members, directors, partners, agents, employees, and sub-consultants from and against all third party claims, including bodily injury, property damage, products liability, demands, damages and losses, causes of actions, judgments, fines, penalties and claims expense including attorney fees, caused by or alleged to have been caused by anything other than negligent performance by the Engineer of services under the agreement related to this project. Said indemnification shall also apply to any deductible that the Engineer may be obligated to pay under its Professional Liability Policy resulting therefrom.
- C. In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client and any third parties for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, inclusive of all costs including attorney and expert fees shall not exceed the amount of \$50,000, or the amount of the Engineer's fees (whichever is greater). Such cause or causes include, but are not limited to, the Engineer's negligent acts, errors, omissions, strict liability, breach of contract, breach of expressed or implied warranty, or any other theory of legal liability. This limitation of liability shall apply to the Engineer and its officers, members, directors, partners, agents, employees, and sub-consultants.
- D. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

8.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

*Attachments:*

ATTACHMENTS	Included	Not Included
Appendix I, Scope of Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix II, Engineer's Standard Hourly Rates	<input type="checkbox"/>	<input checked="" type="checkbox"/>



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

**Owner:** City of Lebanon

**Engineer:** Thouvenot, Wade & Moerchen, Inc.

Print name: \_\_\_\_\_

Print name: Serena Page

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

Title: Water Infrastructure Lead

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

Date Signed: 4/5/2024

Engineer License or  
Firm's Cert. No. (if required): 184-001220 (IL)  
State of: Illinois

**Address for Owner's receipt of notices:**  
312 W. St. Louis Street  
Lebanon, IL 62254  
618.537.4976

**Address for Engineer's receipt of notices:**  
4940 Old Collinsville Road  
Swansea, IL 62226  
618.624.4488



This is **Appendix 1, Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 5, 2024**.

Scope of Services

WATER INFRASTRUCTURE SERVICES – **WATER DISTRIBUTION INFRASTRUCTURE**

**ARTICLE 1 – PROJECT BACKGROUND AND DESCRIPTION**

- 1.01 Provide design, permitting, and bidding services for a water main replacement within the proposed transportation corridor of E McAllister St (from W of Fritz St to Herman St).

**ARTICLE 2 – SCOPE OF SERVICES – BASIC SERVICES**

- 2.01 We agree to provide the following specific professional services. For the purposes of this and project, you agree with us that these services, as listed, will be considered our **Basic Scope of Services**.

Services		Included	Not Included	Remarks
<b>Right-of-Way Survey</b>				
1.	Conduct a Right-of-Way Survey along the project corridor and tie-in R.O.W. pins and/or monuments where found.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Survey work was completed under the transportation design project scope and fee.
<b>Topographic Survey of Water Main Routing</b>				
1.	Prepare a topographic survey of the proposed "project corridor" routing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	a. Provide benchmarks and provide horizontal and vertical control.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	b. Locate existing above ground and visible improvements within the "project corridor". Visible improvements typically include: paving, curb and gutter, driveway aprons (and material type), sidewalks, mail boxes, street signs, traffic control facilities, retaining walls, landscaping, trees, bushes, flower beds, fences and other permanent visible structures.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	c. Tie-in visible utilities such as power and light poles (and power pole thrust restraints), electric transformers, pedestals, utility boxes, solar panels, manholes (including flow line and pipe sizes), valve boxes, curb stops, storm sewers (including flow line and pipe sizes), culverts, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	d. Tie-in marked utilities as marked by the state approved locating service.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	e. Plot utility easements disclosed in a Title Report for the site.			The location of easements will only be included on the survey if a Title Report is provided by the

**Appendix 2, Engineer's Standard Hourly Rates**

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				Owner of the property or if TWM is requested to obtain a Title Report for the Owner.
2.	Prepare a topographic drawing of the "project corridor" routing with one (1) foot contour intervals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Civil Design Services</b>				
1.	Attend Meetings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As needed to coordinate with City staff.
2.	Consult with the Agency to clarify and define the Agency's requirements and objectives for the water main project and review available data and resources.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.	Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and consult with the authorities as part of the design phase of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Request for pressure and flow data records from the distribution system owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	a. Conduct water main flow testing, and pressure testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5.	Prepare a hydraulic model of the nearby distribution system using WaterCad™ analysis software to assist with sizing of the water main and to assess impacts on system pressure.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Engineer to determine scope of distribution system analysis.
6.	Prepare title sheet, and site plan drawings for the project indicating the scope and character of work to be performed by the contractor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	Prepare Plan & Profile Drawings of Water Main Routing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.	Prepare Detail Sheets for Water Main Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Detail sheets to be typical of standard engineering practice for this type of project.
9.	Prepare for review and approval by the Agency, its legal counsel and other advisors, contract agreement forms, general conditions, and supplementary conditions, bid forms, invitations to bid and instructions for bidders and assist in the preparation of other related documents to enable bidding of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.	Prepare technical specifications as part of the contract documents for bidding of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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11.	Prepare an engineer's opinion of probable construction cost for the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12.	Assist owner in advertising for and obtaining bids for construction, materials, equipment, and services and where applicable maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for bidding documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13.	Attend Pre-bid Conference	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14.	Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15.	Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16.	Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of the Specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17.	Attend bid opening, prepare bid tabulation summary, and assist owner in evaluating bids or proposal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18.	Prepare the contract agreement for awarding the construction contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Permitting Services</b>				
1.	Prepare design data and technical criteria to enable the owner to file for the permits listed herein for the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Client is advised that all permitting fees are the responsibility of the client and are not included in TWM's contract cost.
	a. Prepare and submit applications on your behalf for an Water Construction & Operating Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	b. Prepare and submit applications for utility bore and/or roadway permits from the Agency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	c. Prepare and submit application for NPDES NOI Storm Water Permit and prepare the Storm Water Pollution Prevention Plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This is only required if site disturbance will exceed one (1) acre. – To be completed by contractor if necessary
<b>Easement Services</b>				
1.	Prepare legal descriptions for permanent and temporary construction easements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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2.	Prepare 8.5" X 11" easement exhibits for permanent and temporary construction easements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Assist with negotiating easements with property owners.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This will only be undertaken on an hourly basis.
<b>Construction Administration / Observation</b>				
1.	Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.	Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Review and approval is only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
4.	Review Applications for Payment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Construction Observation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	a. Make site visits at intervals appropriate to each stage of construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maximum of ( ) visits at hours each
	b. Prepare site visit reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6.	Materials Testing & Inspection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	a. Review testing & inspection reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Record Drawings</b>				
7.	Conduct a field survey of the completed water main extension to obtain location of fire hydrants, valves, meters, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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8.	Obtain from the Contractor lateral locations indicating distance from downstream manholes, approximate depth, and length of lateral.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9.	Prepare a record drawing of the water main installation for the Choose Item: Village/City/Township/District records.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Additional Services</b>				
1.		<input type="checkbox"/>	<input type="checkbox"/>	
2.		<input type="checkbox"/>	<input type="checkbox"/>	
3.		<input type="checkbox"/>	<input type="checkbox"/>	
4.		<input type="checkbox"/>	<input type="checkbox"/>	

**ARTICLE 3 – EXCLUDED SERVICES**

- 3.01 While TWM, Inc. can provide the following services or obtain sub-consultants who can assist us with this work, the services listed below are not included within this contract:
- A. Performing any water main testing, including flow testing, pressure testing, etc.
  - B. Performing any resistivity testing, Redox potential testing, sulfide testing, pH testing, or other similar testing to determine corrosion potential of the native soils.
  - C. Performing any construction staking and observation services.
  - D. Performing any geo-technical analysis, soils testing, or compaction testing.
  - E. Performing any pot-holing or field investigation to physically locate utilities.
  - F. Performing any pavement, asphalt, or concrete testing.
  - G. Performing any environmental assessment.
  - H. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the State Historic Preservation Agency.

**ARTICLE 4 – INFORMATION WE NEED FROM YOU**

- 4.01 We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:
- A. Provide TWM, Inc. with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner’s standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
  - B. Furnish to TWM, Inc. any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the water main installation.

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- C. Any additional information available to you or to your consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services.

#### ARTICLE 5 – RIGHT OF ENTRY

- 5.01 Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our **Basic Scope of Services** listed above. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

#### ARTICLE 6 – QUALIFICATIONS

- 6.01 We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

#### ARTICLE 7 – UTILITY COORDINATION AND LOCATING SERVICES

##### A. J.U.L.I.E.

1. We will make a J.U.L.I.E. Design Stage Request, which is intended for architects, engineers and other customers who are in the design stage of a project. At this stage, J.U.L.I.E. is then supposed to fax a list of utility engineering contacts for their members with utilities in the general area. We must then contact each facility owner's office to notify them of our request. J.U.L.I.E. member companies typically respond in one of three ways within fourteen days of receiving our request. Those are:
  - a. Perform and actual field location at the proposed site, or
  - b. Provide drawings indicating the location of the member's buried facilities for the proposed site, or
  - c. Request that we send drawings of the proposed project / site to the member, then mark their existing facilities on the provided prints or provide copies of the utility's record information and return these documents to us.
2. If the J.U.L.I.E. member actually field locates their utilities, we will then survey those surface markings in order to indicate the approximate horizontal location of those utilities underground, and will add to our topographic survey the horizontal location of those utilities as marked.
3. If the J.U.L.I.E. member simply provides drawings, or marks up drawings provided by us, we will indicate the approximate horizontal location of those utilities, scaled to the best of our ability, on our topographic survey.
4. Based upon the information above, by entering into this agreement with us, you agree and understand that:
  - a. The J.U.L.I.E. Design Stage Request process may delay our starting or completing field services and may add cost to the services we provide; and
  - b. J.U.L.I.E. member companies are not required by law to honor a Design Stage Request; and
  - c. Some J.U.L.I.E. members may charge a fee for any of the Design Stage services mentioned above, the cost of which you agree to pay; and
  - d. We are not responsible if existing utilities must be relocated or plan documents must be modified as a result of conflicts between utilities and our plans because J.U.L.I.E., or a J.U.L.I.E. member company, refused to locate their utilities, located the utilities in error, provide incomplete or inaccurate drawings, or did not provide sufficient information in response to our request.

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##### Appendix 2, Engineer's Standard Hourly Rates

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5. It is the responsibility of you to provide us with any and all information that you have regarding subsurface utilities or other subsurface conditions that may not be identified through the Design Stage Request, but that might affect the design of the project.

## ARTICLE 8 – SPECIFIC TERMS AND CONDITIONS

8.01 This contract is based upon the following specific terms and conditions:

- A. You are responsible for paying any and all permit and / or application fees, utility connection fees, any fees required by statute or ordinance, any fees associated with a Municipality's adopted codes, and any fees for activities including but not limited to, legal recordation, State water permits, NPDES NOI permits, wetlands delineation studies, archeological studies, municipal review, or title report. If you should require us to pay any such fees anyway and then request reimbursement from you, you agree to reimburse us for the cost of the actual fees plus a fifteen (15) per cent surcharge in order to offset costs for processing, the cost of money, and professional liability insurance.
- B. You agree to not initiate any construction based upon our plans until any and all required permits and approvals are received from any issuing agency or municipality. Should you disregard this limitation and initiate work or seek bids prior to plan approval or permits being issued, and should the municipality or issuing agency require modifications to the plans as we submitted, we are not responsible for the revised bid prices that may result, or for the cost to remove, modify or otherwise change any construction performed prior to the issuance of a permit.
- C. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
- D. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
- E. If we have agreed to a lump sum fee for our services, that fee, as proposed, does not include making multiple revisions to the civil engineering design documents.
- F. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.

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