

OCT 16 2006

ORDINANCE NO. 2502

**AN ORDINANCE TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT TO EMPLOY HORNER & SHIFRIN, INC. OF O'FALLON, ILLINOIS TO PERFORM CONSULTING ENGINEERING SERVICES FOR THE CITY OF COLUMBIA, ILLINOIS ON AN AS NEEDED BASIS TO INCLUDE CONSULTING ENGINEERING SERVICES PERTAINING TO CITY APPROVAL OF SUBDIVISION PLATS AND INFRASTRUCTURE IMPROVEMENT PLANS**

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") has found and determined and does hereby declare that it is necessary and appropriate that the City employ a duly qualified engineering firm to provide consulting engineering services to the City on an as needed basis, to include reviewing and making recommendations to the City's City Council regarding subdivision plats and infrastructure improvement plans for infrastructure improvements to be constructed and installed in proposed developments in the City;

WHEREAS, the City Council of the City has found and determined that it is necessary and appropriate that the City employ Horner & Shifrin, Inc. ("H&S") to provide those services due to their expertise in such matters and availability to provide those services for the City; and,

WHEREAS, the City Council of the City deems it to be in the welfare and best interest of the City that the City employ H&S to provide the services aforesaid on an as needed ("task order") basis under and pursuant to the Professional Services Agreement in the form attached hereto.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The City hereby authorizes the employment of Horner & Shifrin, Inc. of O'Fallon, Illinois to perform for the City consulting engineering services on an as needed bases, to include: (i) General Services – including attending development review meetings, City Planning Commission Meetings and City Council Meetings as needed to advise and make recommendations to the City regarding proposed developments in the City; and, (ii) Development Review Services – including review and making recommendations to the City Council regarding land development submittals (e.g., preliminary subdivision plats, subdivision infrastructure improvement plans and subdivision final plats) under and pursuant to a Professional Services Agreement in the form attached hereto, which is hereby approved as to form. The Mayor is hereby

authorized to execute, make and enter into said Professional Services Agreement with H&S, for and on behalf of the City, in as many counterparts as the Mayor shall determine; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Alderman Unnerstall moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

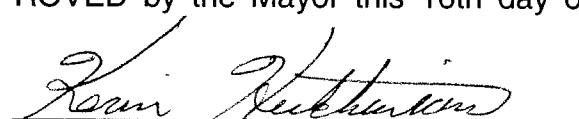
YEAS: Aldermen Conrad, Ebersohl, Agne, Niemietz, Unnerstall, Koesterer, Row, Huch  
and Mayor Hutchinson.

NAYS: None.

ABSENT: None.

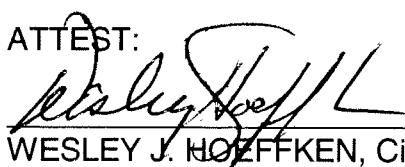
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 16th day of October, 2006.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

October 19, 2006

Mr. Kevin Hutchinson, Mayor  
**City of Columbia**  
208 S. Rapp Avenue  
Columbia, IL 62236-0467

**Re: Revised Proposed Continuing Task Order Services Agreement**

Dear Mayor Hutchinson:

As requested by staff of the City of Columbia, on September 13, 2006, Horner & Shifrin, Inc. (H&S) submitted a proposal to render ongoing professional engineering services to the City of Columbia, Illinois in connection with the various assignments as authorized by the City which would be related to such tasks as design engineering for civil / infrastructure projects and review of development plans, as more fully defined as follows.

Please note that, as directed by City staff, the H & S proposal format was based on the format which the City had previously used for a similar contract between the City of Columbia and Oates & Associates.

Subsequent to the September 13 proposal's submittal, we have received comments from both Larry Kremmel and Tom Adams on the September 13 proposal, as well as on several subsequent versions of this Agreement; and this Revised Proposal now reflects the incorporation of all of those comments.

**General Description of Services**

As specifically requested by City staff, H&S staff will attend development review meetings, Plan Commission meetings, or City Council meetings to provide engineering advice to City staff regarding proposed developments, consultation on general ordinance review, or other engineering advice not directly related to a specific planned development.

**Specific Development Review Services**

These services will basically consist of reviewing the development plan submittals made by developers to the City for general compliance with City Codes and Ordinances, as well as applicable Federal and State regulations and subsequently recommending approval or denial of said submittals to the City's representative.

It is understood that H&S staff will not, unless specifically directed by City staff, perform a detailed check of these developer submittals for technical accuracy, but rather will evaluate overall design methodologies and appropriateness of documentation. H&S' review shall not relieve the developer and/or developer's consultants from legal responsibilities as owners and designers of the project.

H&S staff will not be required to review incomplete or partial submittals (including submittals which lack the required supporting data / documentation), nor submittals which have not been previously reviewed and approved by the developer. Submittals that are judged to be obviously, substantially not in compliance with City Codes and Ordinances will be returned without review.

### **Procedural Matters**

The City agrees to pay H&S for these services at the hourly rates shown on the attached Exhibit "A", and to reimburse H&S for direct expenses incurred in performing these services at the rates shown on Exhibit "B". These services will be billed to the City by H & S, as they occur, on a monthly basis.

The City and H & S hereby agree that this Agreement shall be governed, with respect to payment terms as well as other Terms and Conditions of the Contract, by the attached Exhibit "C".

This Continuing Services Agreement, and the Exhibits thereto, represents the entire understanding between the City of Columbia and Horner & Shifrin, Inc. with respect to the services defined herein, and may only be modified in writing signed by both of the parties to this Agreement.

As the City staff identifies new development reviews or other tasks which they desire to assign to H&S, H&S staff will prepare a Task Order Authorization Form (refer to Exhibit "D", enclosed) identifying the specific scope and schedule for review of the particular development, or the nature and extent of other assignments; and a proposed not-to-exceed fee amount for the performance of the identified task. Task Orders shall reference this Continuing Services Agreement and shall be subject to the terms and conditions set forth herein.

**Mayor Hutchinson  
October 19, 2006**

**Page 3**

If this correspondence now satisfactorily sets forth the City's understanding of the proposed Continuing Services Agreement between Horner & Shifrin and the City of Columbia, Illinois, please sign the enclosed copy of this letter in the space provided below and return it to H&S.

Respectfully Submitted,

Leo A. Ebel, P.E., D.E.E.  
Senior Vice President

**Accepted for City of Columbia, Illinois By:**

Name: Kevin B. Hutchinson

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

Title: Mayor

Date: October 16, 2006

**ATTEST:**

Wesley J. Hoeffken, City Clerk

Seal

Exhibit "A"

**Horner & Shifrin, Inc.  
Proposed Hourly Billing Rates by Employee Category**

<u>Personnel Category</u>	<u>Hourly Rate</u>
<b>P-1</b> (Project Principal)	\$ 170.
<b>P-2</b> (Senior Project Manager)	\$ 150.
<b>P-3</b> (Project Engineer)	\$ 130.
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<b>T-2</b> (Senior Technician)	\$ 65.
<b>T-3</b> (Technician)	\$ 50.
<b>WP-2</b> (Word Processor)	\$ 45.
<b>CL-2</b> (Administrative Assistant)	\$ 60.

**August 16, 2006**

**Exhibit "B"**

**HORNER & SHIFRIN, INC.  
LIST OF REIMBURSABLE EXPENSES  
[ effective 03/01/06 ]**

**PROJECT-RELATED DIRECT COSTS**

Billed to Client at actual cost to Horner & Shifrin, including, but not limited to:

- Subconsultant Fees
- Delivery Service Charges
- Long Distance Telephone Charges
- Travel Expenses, including:
  - rental car, parking, tolls, airfare, lodging, meals, etc.
- Aerial Photos / Maps
- Photo Processing
- Document Binders / Covers
- Outsourced Architectural Renderings
- Outsourced Reproduction / Printing

**PROJECT-RELATED IN-HOUSE CHARGES**

Billed to Client at the following rates:

Trimble Total Surveying Station Use .....\$ 15.00 per hour

Computer Use:  
CADD / Engineering..... \$ 17.00 per hour

Vehicle Mileage Reimbursement:  
Company- or Employee-Owned Vehicle ..... \$ 0.40 per mile

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Color Pen Plotter Output (Photo Glossy).....	\$ 0.40 per sq. ft.
Color Pen Plotter Output (Photo Glossy, Adhesive Backed).....	\$ 1.25 per sq. ft.

**Exhibit "C"**  
**GENERAL TERMS AND CONDITIONS**

**TERMS**

When used below, the term "we" and "our" and "Engineer" refers to Horner & Shifrin, Inc. and its consultants, stockholders, agents and employees. The term "you" and "your" and "Client" refers to the person or entity to which this proposed Agreement is addressed.

**PAYMENT PROVISIONS**

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract with to perform a portion of our scope. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

**GENERAL AND PROFESSIONAL LIABILITY AND LIMITATION THEREOF**

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage or other damages arising directly out of our negligent acts or omissions, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability and professional liability insurance. We will provide certificates evidencing such coverage and stating you as named insured. In addition, if available, we will purchase additional limits of either general or professional liability coverage for a specific assignment that you may require, as a separate cost item to be borne by you. Our current coverage limits for our insurance are \$1 million each occurrence / \$2 million annual aggregate for both general and professional liability and statutory limits for Workmens' Compensation.

**LIMITATION OF LIABILITY**

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the limits of the professional liability insurance provided by us to you under this Agreement.

**THIRD PARTY CLAIMS**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**OWNERSHIP AND USE OF DOCUMENTS**

Upon full payment of all sums due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data, or other instruments of service.

**TIMING OF STANDARDS**

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

**TERMINATION, SUSPENSION OR ABANDONMENT**

Section not used.

**UNFORESEEN CONDITIONS**

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you.

You shall indemnify and hold harmless Horner & Shifrin, Inc., its employees, subconsultants, agents, and employees of any of our subconsultants and agents from and against claims, damages, losses and expenses; including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

**Exhibit "C"**  
**GENERAL TERMS AND CONDITIONS**  
**(continued)**

### **CONSTRUCTION MEANS AND METHODS**

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

### **JOB SITE SAFETY**

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

### **HAZARDOUS MATERIALS**

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and with out liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

### **DISPUTE RESOLUTION**

In an effort to resolve any conflicts which arise during the design or construction of a Project, or following completion of a Project, you and we agree that all disputes between us arising out of or relating to this Agreement or a Project shall be submitted to non-binding mediation; unless the parties hereto agree otherwise.

### **PROFESSIONAL RESPONSIBILITY**

Section not used.

### **ESTIMATES AND PROJECTIONS**

Section not used.

### **PRINTED OR ELECTRONIC MEDIA**

Section not used.

**END OF EXHIBIT "C"**

**Exhibit "D"**

**TASK ORDER AUTHORIZATION FORM**

**Task Order No. \_\_\_\_\_**

In accordance with the Continuing Services Agreement Between Owner and Engineer for Professional Services Related to Various Task Orders Authorized by Owner, dated \_\_\_\_\_ ("Agreement"), Owner and Engineer agree as follows:

**1. Specific Project Data**

A. Title: \_\_\_\_\_

B. Brief Description: \_\_\_\_\_

\_\_\_\_\_

**2. Services of Engineer**

*[Incorporate applicable text to describe the nature of services to be performed by Engineer (such as design, peer review, construction administration, etc.) for this specific Task Order.]*

**3. Owner's Responsibilities**

*[Owner shall have those specific responsibilities set forth herein, which are only those over and above those set forth in the Continuing Services Agreement.]*

**4. Times for Rendering Services of This Task Order**

Phase of Work

Completion Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. Engineer's Proposed Sub-Consultants (if any):**

**6. Other Specific Modifications to Agreement (if any):**

**7. Attachments (if any):**

**8. Documents Incorporated By Reference (if any):**

**9. Mutually-agreed Not-to-Exceed Fee Amount – This Task Order: \$ \_\_\_\_\_**

## **TASK ORDER AUTHORIZATION FORM**

(continued)

**Terms and Conditions:** Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_.

**CITY OF COLUMBIA, ILLINOIS:**

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

Name: \_\_\_\_\_

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

**OWNER's DESIGNATED REPRESENTATIVE  
FOR THIS TASK ORDER:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**HORNER & SHIFRIN, INC.:**

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

Name: \_\_\_\_\_

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

**ENGINEER's DESIGNATED REPRESENTATIVE  
FOR THIS TASK ORDER:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

October 19, 2006

Mr. Kevin Hutchinson, Mayor  
**City of Columbia**  
208 S. Rapp Avenue  
Columbia, IL 62236-0467

**Re: Revised Proposed Continuing Task Order Services Agreement**

Dear Mayor Hutchinson:

As requested by staff of the City of Columbia, on September 13, 2006, Horner & Shifrin, Inc. (H&S) submitted a proposal to render ongoing professional engineering services to the City of Columbia, Illinois in connection with the various assignments as authorized by the City which would be related to such tasks as design engineering for civil / infrastructure projects and review of development plans, as more fully defined as follows.

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### **Procedural Matters**

The City agrees to pay H&S for these services at the hourly rates shown on the attached Exhibit "A", and to reimburse H&S for direct expenses incurred in performing these services at the rates shown on Exhibit "B". These services will be billed to the City by H & S, as they occur, on a monthly basis.

The City and H & S hereby agree that this Agreement shall be governed, with respect to payment terms as well as other Terms and Conditions of the Contract, by the attached Exhibit "C".

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As the City staff identifies new development reviews or other tasks which they desire to assign to H&S, H&S staff will prepare a Task Order Authorization Form (refer to Exhibit "D", enclosed) identifying the specific scope and schedule for review of the particular development, or the nature and extent of other assignments; and a proposed not-to-exceed fee amount for the performance of the identified task. Task Orders shall reference this Continuing Services Agreement and shall be subject to the terms and conditions set forth herein.

If this correspondence now satisfactorily sets forth the City's understanding of the proposed Continuing Services Agreement between Horner & Shifrin and the City of Columbia, Illinois, please sign the enclosed copy of this letter in the space provided below and return it to H&S.

Respectfully Submitted,

Leo A. Ebel, P.E., D.E.E.  
Senior Vice President

**Accepted for City of Columbia, Illinois By:**

Name: Kevin B. Hutchinson

Signature: 

Title: Mayor

Date: October 16, 2006

ATTEST:

  
Wesley J. Hoeffken, City Clerk

Seal

**Exhibit "A"**

**Horner & Shifrin, Inc.**  
**Proposed Hourly Billing Rates by Employee Category**

<b><u>Personnel Category</u></b>	<b><u>Hourly Rate</u></b>
<b>P-1</b> (Project Principal)	\$ 170.
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August 16, 2006

**Exhibit "B"**

**HORNER & SHIFRIN, INC.  
LIST OF REIMBURSABLE EXPENSES  
[ effective 03/01/06 ]**

**PROJECT-RELATED DIRECT COSTS**

Billed to Client at actual cost to Homer & Shifrin, including, but not limited to:

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Long Distance Telephone Charges  
Travel Expenses, including:  
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**Exhibit "C"**  
**GENERAL TERMS AND CONDITIONS**

**TERMS**

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You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the limits of the professional liability insurance provided by us to you under this Agreement.

**THIRD PARTY CLAIMS**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**OWNERSHIP AND USE OF DOCUMENTS**

Upon full payment of all sums due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data, or other instruments of service.

**TIMING OF STANDARDS**

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

**TERMINATION, SUSPENSION OR ABANDONMENT**

Section not used.

**UNFORESEEN CONDITIONS**

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you.

You shall indemnify and hold harmless Horner & Shifrin, Inc., its employees, subconsultants, agents, and employees of any of our subconsultants and agents from and against claims, damages, losses and expenses; including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

**Exhibit "C"**  
**GENERAL TERMS AND CONDITIONS**  
**(continued)**

### **CONSTRUCTION MEANS AND METHODS**

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

### **JOB SITE SAFETY**

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

### **HAZARDOUS MATERIALS**

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and with out liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

### **DISPUTE RESOLUTION**

In an effort to resolve any conflicts which arise during the design or construction of a Project, or following completion of a Project, you and we agree that all disputes between us arising out of or relating to this Agreement or a Project shall be submitted to non-binding mediation; unless the parties hereto agree otherwise.

### **PROFESSIONAL RESPONSIBILITY**

Section not used.

### **ESTIMATES AND PROJECTIONS**

Section not used.

### **PRINTED OR ELECTRONIC MEDIA**

Section not used.

**END OF EXHIBIT "C"**

**Exhibit "D"**

**TASK ORDER AUTHORIZATION FORM**

**Task Order No. \_\_\_\_\_**

In accordance with the Continuing Services Agreement Between Owner and Engineer for Professional Services Related to Various Task Orders Authorized by Owner, dated \_\_\_\_\_ ("Agreement"), Owner and Engineer agree as follows:

**1. Specific Project Data**

A. Title: \_\_\_\_\_

B. Brief Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Services of Engineer**

*[Incorporate applicable text to describe the nature of services to be performed by Engineer (such as design, peer review, construction administration, etc.) for this specific Task Order.]*

**3. Owner's Responsibilities**

*[Owner shall have those specific responsibilities set forth herein, which are only those over and above those set forth in the Continuing Services Agreement.]*

**4. Times for Rendering Services of This Task Order**

Phase of Work

Completion Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**5. Engineer's Proposed Sub-Consultants (if any):**

**6. Other Specific Modifications to Agreement (if any):**

**7. Attachments (if any):**

**8. Documents Incorporated By Reference (if any):**

**9. Mutually-agreed Not-to-Exceed Fee Amount – This Task Order: \$ \_\_\_\_\_**

**TASK ORDER AUTHORIZATION FORM**  
(continued)

**Terms and Conditions:** Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_.

CITY OF COLUMBIA, ILLINOIS:

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

HORNER & SHIFRIN, INC:

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**OWNER's DESIGNATED REPRESENTATIVE  
FOR THIS TASK ORDER:**

Name: \_\_\_\_\_

**ENGINEER's DESIGNATED REPRESENTATIVE  
FOR THIS TASK ORDER:**

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_