

**Collinsville**

100 Lanter Ct, Ste 1
Collinsville, IL 62234
618.345.2200

St. Louis

720 Olive St, Ste 700
St. Louis, MO 63101
314.588.8381

Belleville

1 S Church St, Ste 200
Belleville, IL 62220
618.416.4688

St. Charles

820 S Main St, Ste 309
St. Charles, MO 63301
636.493.6277

October 13, 2025

Mr. Troy Turner
Public Works Director
City of Collinsville
300 Simpson St.
Collinsville, IL 62234

Re: Collinwood UCPGP

Dear Mr. Turner:

This letter will serve as our agreement to perform the following services connected with the Collinwood UCPGP (hereinafter called the "Project") subject to the General Conditions shown on the attached Exhibit A.

Scope: Our Scope of Services include a plan report, based on the IEPA Wastewater Project Planning Submittal Checklist and Illinois Administrative Code 35 Section 365.320, all as further described in the attached Scope of Services. We will also furnish such Additional Services as you may request.

Schedule: The Grant agreement period ends on December 31, 2027.
Deliverables will be submitted to the City by November 30, 2027.

Estimated Cost: You agree to pay us for our Scope of Services and any authorized Additional Services at the hourly rates set forth in Exhibit A. Billings for Scope of Services are estimated at \$36,000.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

OATES ASSOCIATES, INC.

Phillip Jones, PE
Project Manager

Michelle Spillers, PE
Project Principal

Accepted on this date: _____

By: _____

Title: _____

EXHIBIT A

GENERAL CONDITIONS

HOURLY RATE SCHEDULE

Principal Engineer	250.00
Senior Professional II	240.00
Senior Professional I	225.00
Professional IV	205.00
Professional III	190.00
Professional II	165.00
Professional I	140.00
Junior Professional II	125.00
Junior Professional	110.00
Technician III	165.00
Technician II	135.00
Technician I	105.00
Technician	80.00
Technician Intern	70.00
Administrative	85.00

The above hourly rates are effective as of July 1, 2025 and are subject to adjustment annually.

TERMS

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents, and employees. The term "you" and "your" refers to the person or entity to whom this proposal 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 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 based on the 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 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 arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

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) to the extent caused by our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

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.

EXHIBIT A

GENERAL CONDITIONS

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be 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. We will, however, retain ownership and possession of original recorded plats.

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

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

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

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.

RELIANCE ON INFORMATION

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 Oates Associates, Inc. our subconsultants, and agents and employees of any of them 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.

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.

JBSITE 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 without 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.

General

Services are requested to provide professional engineering services to prepare a Project Plan for the design and construction of sewer service to the Collinwood Subdivision in Collinsville, IL. This plan will evaluate the benefits of a project that will extend a nearby sewer to these subdivisions allowing residents to connect to the City's sewer system. The Project Plan will be prepared based on the IEPA Wastewater Project Planning Submittal Checklist and Illinois Administrative Code 35 Section 365.320. This plan may be used by the City for applications to obtain loan funding from the IEPA.

Scope of Services is described in the following sections of this document.

Task 1.0 – Project Plan (Estimated Fee \$36,000)

The consultant's scope includes:

- Research information on the city and project location to be included in the plan report.
- Research existing collection system including the age of system, construction materials, length and pipe diameters and basement backups.
- A project description with the justification of the project and list of benefits.
- A narrative discussing the system compliance including:
 - Current test data (Assume effluent test date to be provided by City).
 - Review of existing and proposed NPDES permit limits.
- A basis of design narrative including:
 - Conceptual sanitary sewer alignment.
 - Conceptual sanitary sewer profiles (assume profiles to be based on contours developed from available LiDAR data).
 - Conceptual lift station layout.
 - Conceptual level easement sizes and approximate locations (based on information available from Madison County property maps).
 - Flow diagrams.
 - Flow rates.
 - Unit capacities.
 - Narrative will include figures and charts.
- Cost and effectiveness of different alternates including completion of IEPA WPCLP Project Planning Certification of Cost and Effectiveness Analysis (Assume alternatives evaluation completed with previous studies).
- Unit cost estimate based on project layout.
- Total project cost including design.
- Environmental impacts of project and discuss mitigation measures.
 - IDNR/SHPO consultation (Includes only initial coordination and excludes Cultural Resource and Archeological Studies)
 - Eco-CAT consultation
 - IDNR OWR consultation
 - USACE consultation and 404 permit if required
 - Assume Illinois Department of Agriculture (IDOA) consultation not required (assume project does not include conversion of prime agricultural land to other uses).
- A project location exhibit.
- Estimated IEPA loan amount, interest rate and repayment period.
- Discussion of financial arrangements and other funding involved in the project (City to provide information regarding financial arrangements, dedicated source of revenue for loan repayment, and other funding involved in the project).
- Report existing rate structure and user charges (City to provide information regarding existing residential rate structure, water consumption, proposed rate

- changes, and proposed average monthly residential bills due to project).
- Include Existing User Charge and O, M, and R Certification (Form to be completed by City).
- Discussion of green project components.
- Determine design and construction schedule.
- Provided copies of inter-governmental and/or service agreements.

Excluded from the Scope of Services

The consultant's scope excluded:

- Survey – Topographic, Property Surveys or Plats
- Design documents
- Construction documents
- Construction inspection/observation
- Permit and utility fees
- Geotechnical work – assume just reviewing any existing Geotech info.
- Cultural Resource and Archeological Studies
- Sanitary sewer testing and private sanitary system testing