

Bruner, Cooper & Zuck Inc.



Engineers • Architects • Land Surveyors

October 10, 2024

City of Knoxville
33 North Public Square
Knoxville, IL 61448

Subject: Water Structure Inspections
City of Knoxville

Dear Council:

Our firm will provide an inspection of the three water structures located in the City and provide a report detailing our findings to satisfy the IEPA requirement of having your structures inspected every 5 years.

This includes the following:

1. Inspection of the Ground Storage Tank located directly west of the Water Building.
2. Inspection of the North Water tower located directly east of the Police Station.
3. Inspection of the South Water tower located at the Northwest corner of the intersection of S Broad St and W Broad Avenue.
4. Provide a full report detailing the findings of our inspections.

Our firm proposes to complete this work for a fixed fee of **\$6,000.00**.

835 Golden Valley Drive
Bettendorf, IA 52722
563.355.1856

188 E. Simmons Street
Galesburg, IL 61401
309.343.9282

308 N. 3rd Street
Burlington, IA 52601
319.752.9282

BRUNER, COOPER & ZUCK, INC.
Engineers, Architects & Land Surveyors

City of Knoxville

- 2 -

October 10, 2024

Thank you, and please let us know if you have any questions or comments on this matter.

Sincerely,

BRUNER, COOPER & ZUCK, INC.



Kevan J. Cooper, P.E., P.L.S.
President
kjc@bczengineering.com

.....
The undersigned accepts this proposal and our Terms and Conditions attached hereto:

Proposal and Terms & Conditions accepted this _____ day of _____, 2024

Signature: _____

Print: _____



Standard of Care: Services provided by Bruner, Cooper & Zuck, Inc. (BCZ) under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.

Additional Services: When additional services beyond the defined scope are requested, an amendment will be prepared by and approved by the Client prior to commencing work. Additional services shall be performed on a time and material basis at BCZ's Standard Hourly Rates, or for a negotiated fee.

Responsibilities of the Client: The Client shall be required to provide full information regarding the requirements for this project and shall designate a representative authorized to act on its behalf with respect to the Project. All communication and authorization shall be by or through this representative. The Client shall examine documents prepared by BCZ and shall render decisions related to the project promptly, to avoid unreasonable delay in the performance of services. If the Client becomes aware of any fault or defect in BCZ's services or non-conformance with the agreed to Scope of Services, the Client will provide prompt notice to BCZ. The Client will provide access to all areas necessary for completion of this project. Any expense related to notification of landowners or obtaining access rights will be at the Client's sole expense unless indicated otherwise under Scope of Services. If BCZ is not given access to areas necessary for completion of this project during scheduled site visits, BCZ will inform the client of difficulties in accessing the property and will invoice the Client for repeat visits as an additional service.

Engagement of Sub consultants: BCZ may engage the services of sub consultants when, in BCZ's sole opinion, it is appropriate to do so to complete the required Scope of Work. These sub consultants may include but are not limited to: Geotechnical, Mechanical or Electrical Engineers, Architects, Landscape Architects, and testing laboratories.

Billing/Payment: The Client agrees to pay BCZ for all services performed and all costs incurred. Invoices for BCZ's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify BCZ of any objections to the invoice within five working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with BCZ's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment for services rendered is due regardless of suspension or termination of this Agreement by either party. A finance charge (late fee), computed by a single periodic rate of 1.5% per month which is an annual percentage rate of 18%, will be added to the total account balance for accounts over 30 days old. The minimum finance charge is \$5.00. In the event, any portion of an account remains unpaid 120 days after the billing, BCZ may institute collection action. If BCZ is successful in collection proceedings, the Client agrees to pay the fee due, plus interest, as well as all costs of collection, and BCZ's reasonable attorney's fees. In no case will Client postpone, withhold or make payment contingent upon the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties, firms, agencies, or individuals.

Indemnifications: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless BCZ, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of BCZ.

Limitation of Liability: It is agreed that BCZ's liability for this project for negligent acts, errors, or omissions, and all claims, losses, cost, damages, cost of defense, expenses from any cause, including Client, Contractors, and Attorney fees, is limited to fees collected or \$50,000, whichever is greater. In addition, BCZ assumes no responsibility for the existence, discharge of or exposure to any hazardous, toxic, or infectious materials, and assumes no responsibility for the removal or other services. Therefore, except in claims arising from the negligent acts and errors of BCZ, the client agrees to hold harmless and indemnify BCZ from all claims or damages arising from or alleged to arise from such existence, discharge, or exposure.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. BCZ may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. BCZ shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Certification, Guarantees and Warranties: BCZ shall not be required to execute any document that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions. Engineer's findings, interpretations, opinions, and recommendations are probabilities based on Engineer's professional judgment of site conditions as discernible from the limited, and often indirect, information provided by others, information available to Engineer at the time the work was performed, or information observed or developed by Engineer using the methods specified in the scope of work. Engineer does not warrant the accuracy, completeness, or validity of information and independent opinions, conclusions, and recommendations provided or developed by others, nor does Engineer assume any responsibility for documenting or reporting conditions detectable with methods or techniques not specified in the scope of work.

Dispute Resolution: Any claims or disputes between the Client and BCZ arising out of the services to be provided by BCZ or out of this Agreement shall be submitted to non-binding mediation. The Client and BCZ agree to include a similar mediation agreement with all contractors, sub consultants, subcontractors, suppliers and fabricators, providing for mediations as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Means and Methods: BCZ shall not be responsible for, nor have controls over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project. In cases where a General Contractor is present on a project, the Client agrees that the General Contractor will be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the general Contractor. The Client also agrees that the Client, BCZ and sub consultants of BCZ will be indemnified by the General Contractor and will be made additional insureds under the General Contractor's policies of General Liability Insurance.

Construction Observation: If required under Scope of Services, BCZ shall visit the construction site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and BCZ, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow BCZ, as an experienced professional firm, to become generally familiar with the work in progress and to determine, in general, if the project is proceeding in accordance with contract documents. Based upon this observation, BCZ will inform the Client about the progress of the work and will attempt to guard the Client against obvious non-compliance with project specifications.

When BCZ does not provide construction observation services, it is agreed that the professional services of BCZ do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the Engineer and will hold harmless BCZ for the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund will be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing BCZ-designed systems shall be submitted to BCZ for review prior to being approved by contract holder. BCZ will not approve amounts requested that are above a normal bid amount for the work involved. In no case, will costs be assessed to BCZ at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of BCZ. BCZ shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Integrity of Work Products: In the event the Client, the client's contractors or subcontractors, or anyone for whom the Client is legally liable makes, orders, or permits to be made any changes to reports, plans, specifications, or construction documents prepared by BCZ without obtaining BCZ's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to assume sole responsibility and waive any and all potential claims against BCZ and to release BCZ from any liability arising directly or indirectly from such changes.

If required under Scope of Services, BCZ will compile and deliver to the Client a reproducible set of Record Documents based upon the marked-up drawings, addenda, change orders and other data furnished by the Contractor. These record Documents will show significant changes made during construction. Because Record Documents are based upon unverified information provided by other parties, BCZ cannot warrant the accuracy of these changes.



Suspension of Services: If the Client fails to make payments when due or is otherwise in breach of this Agreement, BCZ may terminate this agreement, or suspend performance of services upon seven (7) calendar day's notice to the Client. BCZ shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by the Client's breach of contract. Upon payment in full by the Client, BCZ shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspensions plus any other reasonable time and expense necessary for BCZ to resume performance.

Termination and Acceptance: Either party may terminate this Agreement upon giving the other party not less than seven (7) days calendar notice for any of the following reasons: a) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, b) Assignment of this Agreement or transfer of the project by either party to any entity without the prior written consent of the other party, c) suspension of the project or BCZ's services by the Client for more than 90 days, consecutive or in the aggregate, d) material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule required for the performance of such changes. In the event of termination of this Agreement, the Client will, within fifteen (15) calendar days of termination, pay BCZ for all services rendered plus reimbursable costs incurred by BCZ up to the date of termination.

Client may accept Engineers' Proposal either by signature, oral assent, authorizing services, and any of these modes of acceptance shall be deemed to incorporate this proposal and Terms and Conditions into the contract between the parties thereby formed.

Promotional Items: Project signs displayed at construction sites affected by this Agreement shall include Bruner, Cooper & Zuck, Inc., Civil Engineers and Land Surveyors. Articles for publication regarding this project shall acknowledge Bruner, Cooper & Zuck, Inc. as the Civil, Architect, Structural Engineer and/or Land Surveyor, as applicable. Bruner, Cooper & Zuck, Inc. reserves the right to publish photos regarding this project for marketing purposes as well as through social media.

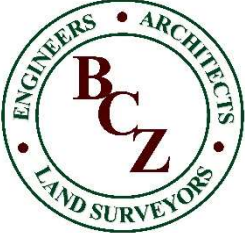


2024 ENGINEERING, ARCHITECTURAL AND LAND SURVEYING FEES

HOURLY BILLING RATES

Engineering, Architect and Land Surveying		DIRECT COSTS <small>Direct costs are in addition to hourly billing rates and may include but are not limited to the following:</small>	
Architect	\$90.00 - \$150.00	Robotics Survey Equipment	\$35.00 / Hour
Senior Architect	\$140.00 - \$220.00	GPS Survey Equipment	\$35.00 / Hour
Civil Engineer	\$90.00 - \$150.00	Survey Supplies (Hubs, Lathe, Mag Nails, etc.)	\$ Varies / Item
Senior Civil Engineer	\$140.00 - \$220.00	Survey Marker	\$25.00 / Each
Electrical Engineer	\$90.00 - \$150.00	Concrete Survey Monument	\$20.00 / Each
Senior Electrical Engineer	\$140.00 - \$220.00	Iron Rod – Rebar	\$4.50 / Each
Mechanical Engineer	\$90.00 - \$150.00	Tower Climbing	\$125.00 / Day
Senior Mechanical Engineer	\$140.00 - \$220.00	Copies (In-House) 24" x 36"	\$4.00 / Each
Structural Engineer	\$90.00 - \$150.00	Copies (in-House) 18" x 24"	\$3.00 / Each
Senior Structural Engineer	\$140.00 - \$220.00	Copies (In-House) 11" x 17"	\$1.00 / Each
Land Surveyor	\$90.00 - \$150.00	Copies (In-House) 8.5" x 11"	\$0.50 / Each
Senior Land Surveyor	\$140.00 - \$220.00	Overnight Stay	\$Cost / Night
Engineering Technician I	\$55.00 - \$90.00	Per Diem	\$45.00 / Day
Engineering Technician II	\$75.00 - \$125.00	Traffic Counters (Per Lane)	\$500/48 Hr. Test
Engineering Technician III	\$90.00 - \$155.00	Mileage (Standard IRS Rate - 2024)	\$0.67 / Mile
Architectural Technician	\$55.00 - \$110.00	Sub Consultant Services	Cost + 10%
Senior Architectural Technician	\$85.00 - \$140.00	Other Direct Costs	Cost
Construction Observer	\$90.00 - \$180.00		
Survey Crew Chief	\$65.00 - \$130.00		
Survey Technician I	\$50.00 - \$85.00		
Survey Technician II	\$65.00 - \$105.00		
Survey Technician III	\$75.00 - \$140.00		
1-Man Survey Crew	\$155.00		
2-Man Survey Crew	\$195.00		
Expert Witness	\$240.00		
Administrative Staff	\$55.00 - \$120.00		

2024 MATERIAL TESTING FEES

SOIL AND AGGREGATE		*CONCRETE – Unconfined Compression Tests		
Standard Proctor Tests AASHTO T99-04 or ASTM D	\$170.00 / Each	Cylinders Molded by BCZ (ASTM C39)	\$18.00 / Each	
Nuclear Density Gauge	\$ 11.00 / Test + Hourly Rate	Cylinders Molded by others (ASTM C39)	\$20.00 / Each	
Penetrometer Test & Report	\$500.00 (minimum)	4" x 8" Concrete Cylinder Molds	\$2.00 / Each	
Particle Size Distribution Gradation: ASTM D6913	\$80.00 / Each	Cylinders held but not tested	\$10.00 / Each	
Washed Size Distribution Gradation: ASTM D6913	\$140.00 / Each	2" Cubes (ASTM C109)	\$14.00 / Each	
 <p>188 E. Simmons Street Galesburg, IL 61401 309.343.9282</p> <p>308 N. 3rd Street Burlington, IA 52601 319.752.9282</p> <p>835 Golden Valley Drive Bettendorf, IA 52722 563.355.1856</p>		Grout Prisms 9(ASTM C1019)	\$24.00 / Each	
			Flexural Strength Tests / Third Point Loading ASTM C78	\$34.00 / Each
			Preparation of Concrete Cylinders	Hourly Rate
			Slump, Air Content, Temperature	Hourly Rate
			Sub Consultant Services	Cost + 10%
		<small>*Higher rates may apply when additional services are required.</small>		
		www.bczengeering.com		