



## **United City of Yorkville**

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

### **AGENDA PUBLIC WORKS COMMITTEE MEETING**

**Tuesday, January 16, 2024**

**6:00 p.m.**

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

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#### **Citizen Comments:**

**Minutes for Correction/Approval:** December 19, 2023

#### **New Business:**

1. PW 2024-01 Snow Operations Report
2. PW 2024-02 Capital Improvement Projects Update
3. PW 2024-03 Quarterly Bond and Letter of Credit Reduction Summary
4. PW 2024-04 Grande Reserve Unit 12 – Acceptance
5. PW 2024-05 Grande Reserve Unit 15 - Acceptance
6. PW 2024-06 Grande Reserve Unit 22 – Acceptance
7. PW 2024-07 New Leaf Energy – Plat of Dedication and Grant of Easement
8. PW 2024-08 2024 Road to Better Roads – MFT Resolution and Cost Estimate
9. PW 2024-09 North Central Tank Rehabilitation – Change Order No. 3 (Final Balancing)
10. PW 2024-10 2024 Water Main Replacement Contract B (Fox Industrial Park) – Contract Award
11. PW 2024-11 2024 Water Main Replacement Contract B (Fox Industrial Park) – Construction Engineering Agreement
12. PW 2024-12 Yorkville Public Works Building – Architect Contract with Kluber, Inc.
13. PW 2024-13 Yorkville Public Works Building – Agreement for Professional Services (EEI Contract)

#### **Old Business:**

#### **Additional Business:**

UNITED CITY OF YORKVILLE  
WORKSHEET  
**PUBLIC WORKS COMMITTEE**  
**Tuesday, January 16, 2024**  
**6:00 PM**  
CITY HALL CONFERENCE ROOM

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. December 19, 2023

- ☐ Approved \_\_\_\_\_
- ☐ As presented
- ☐ With corrections

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**NEW BUSINESS:**

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1. PW 2024-01 Snow Operations Report

- ☐ Moved forward to CC \_\_\_\_\_
  - ☐ Approved by Committee \_\_\_\_\_
  - ☐ Bring back to Committee \_\_\_\_\_
  - ☐ Informational Item
  - ☐ Notes \_\_\_\_\_
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2. PW 2024-02 Capital Improvement Projects Update

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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3. PW 2024-03 Quarterly Bond and Letter of Credit Reduction Summary

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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4. PW 2024-04 Grande Reserve Unit 12 – Acceptance

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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5. PW 2024-05 Grande Reserve Unit 15 – Acceptance

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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6. PW 2024-06 Grande Reserve Unit 22 – Acceptance

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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7. PW 2024-07 New Leaf Energy – Plat of Dedication and Grant of Easement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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8. PW 2024-08 2024 Road to Better Roads – MFT Resolution and Cost Estimate

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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9. PW 2024-09 North Central Tank Rehabilitation – Changed Order No. 3 (Final Balancing)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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10. PW 2024-10 2024 Water Main Replacement Contract B (Fox Industrial Park) – Contract Award

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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11. PW 2024-11 2024 Water Main Replacement Contract B (Fox Industrial Park) – Construction

Engineering Agreement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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12. PW 2024-12 Yorkville Public Works Building – Architect Contract with Kluber, Inc.

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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13. PW 2024-13 Yorkville Public Works Building – Agreement for Professional Services (EEI Contract)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**  
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Public Works Committee – December 19, 2023

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Committee Approval

**Submitted by:** Minute Taker

Name

Department

### Agenda Item Notes:

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**UNITED CITY OF YORKVILLE  
PUBLIC WORKS COMMITTEE  
Tuesday, December 19, 2023, 6:00pm  
Yorkville City Hall, East Conference Room #337  
651 Prairie Pointe Drive, Yorkville, IL**

**IN ATTENDANCE:**

**Committee Members**

Chairman Ken Koch  
Alderman Matt Marek

Alderman Craig Soling  
Alderman Rusty Corneils

**Other City Officials**

City Administrator Bart Olson  
Engineer Brad Sanderson, EEI

Assistant City Administrator Erin Willrett  
Public Works Director Eric Dhuse

**Other Guests:** None

The meeting was called to order at 6:01pm by Chairman Ken Koch.

**Citizen Comments:** None

**Previous Meeting Minutes:** November 21, 2023

The minutes were approved as presented on a unanimous voice vote.

**New Business:**

***1. PW 2023-89 Grande Reserve Unit 3 - Acceptance***

Mr. Sanderson recommended acceptance of the public improvements with a maintenance value of over \$98,000. One lot does not have sidewalks or parkway trees yet and if it is not built on after a year, a value would be held on it to cover the work. All infrastructure is complete. This moves forward to the January 9<sup>th</sup> consent agenda with committee approval.

***2. PW 2023-90 Grande Reserve Unit 4 - Acceptance***

There are 26 lots of 116 lots not yet completed with sidewalks and parkway trees, so money is being held back, said Mr. Sanderson. The value is almost \$520,000. All other infrastructure is completed and he recommended acceptance. The committee agreed and this moves forward to the January 9<sup>th</sup> consent agenda.

***3. PW 2023-91 Grande Reserve Unit 8 - Acceptance***

All infrastructure is done and the bond value is \$142,000. The committee approved the acceptance and it will also move to the January 9<sup>th</sup> consent agenda.

***4. PW 2023-92 Grande Reserve Unit 20 - Acceptance***

Mr. Sanderson said all infrastructure is also done for this unit including sidewalk and trees. Acceptance is recommended and the new bond value is \$298,000. This also moves to the consent agenda on January 9<sup>th</sup> with committee approval. Chairman Koch asked how many phases are left and not started. Mr. Dhuse said there is one north of the school and one by Bristol Ridge Rd.

**5. PW 2023-93 507 W. Kendall Drive – IDOT Permit and Resolution**

Mr. Sanderson said the developer has asked EEI to review plans for a right in/right out off Rt. 34 just east of Game Farm Rd. The plans were submitted to the city and both the city and IDOT have approved. When a connection is done, a resolution must be passed and the Municipal Acknowledgment Form must be signed. Mr. Sanderson is recommending approval of the resolution. The committee agreed and it moves forward to the consent agenda.

**6. PW 2023-94 Route 47 Water Main Relocation – Water Park Way to Bertram Drive – Agreement for Professional Services**

Mr. Olson said this was also discussed last month. IDOT will cover the cost by Galena Rd. and Rt. 47 and would like the city to move the section of pipe in this area so they can start work. Staff recommends approval of the agreement with EEI which is \$81,414. There is no formal contract with IDOT, but there should be by next month. The committee was OK with this and it moves forward to the January 9<sup>th</sup> regular agenda.

**7. PW 2023-95 Center Street Water Main Extension – Agreement for Professional Services (YBSD)**

Mr. Olson said this is for design engineering at a cost of \$96,990. YBSD has committed to paying for the design engineering and construction which will cover an area from W. Center St. to the YBSD plant. They will draft an Inter-Government Agreement. Staff recommends moving forward with the agreement to meet deadlines, the committee approved and it will move to the regular agenda.

**8. PW 2023-96 Lake Michigan Allocation Permit – Engineering Work – Change Order No. 1**

This was last discussed in January 2022, said Mr. Olson, and a general engineering contract was approved with EEI to assist the city for the allocation permit. At that time it was approved on an estimated rate and billed out at hourly rates. The time was added up and there were more meetings than originally anticipated resulting in costs that were \$18,288 above the \$88,000 approved amount. The committee was OK with this and it moves forward to the regular agenda.

**Old Business:** None

**Additional Business:**

There was no further business and the meeting adjourned at 6:17pm.

Minutes respectfully transcribed by  
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #1

Tracking Number

PW 2024-01

### Agenda Item Summary Memo

**Title:** Snow Operations Report

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** An update will be given at the meeting.

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** Informational item

**Submitted by:** Eric Dhuse Public Works  
Name Department

### Agenda Item Notes:

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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #2

Tracking Number

PW 2024-02

### Agenda Item Summary Memo

**Title:** Capital Project Update

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** Status Update

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** Informational

**Submitted by:** Brad Sanderson Engineering  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir.  
Jori Behland, City Clerk

Date: December 31, 2023  
Subject: Capital Improvement Projects Update

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The purpose of this memo is to update the Public Works Committee as to the status of the several projects. A summary on the status of the projects is provided below:

## **Construction Projects**

### 2023 RTBR Program

The work is substantially complete.

### North Central EWST Rehabilitation

The work is substantially complete.

### 2023 Water Main Replacement Program – Contract A

The work is substantially complete.

### 2023 Water Main Replacement Program – Contract B

The work is substantially complete.

### 2023 Sanitary Sewer Lining

The work is substantially complete.

## **Planning/Design Projects**

### Downtown Riverwalk Feasibility Study

Design engineering has commenced.

### WIFIA Loan Application

Work has begun on the application.

### Kennedy / Freedom Place Intersection Improvements

Design engineering is complete. We are working on land acquisition with the City Attorney. The letting for the project has been pushed to the winter/spring. Construction may occur in 2024.

### 2024 RTBR

Design engineering has commenced. We are targeting a February letting.

### Van Emmon Street STP

Design engineering has commenced. We are targeting a fall letting.

### Well 10 and Raw Water Main

Well No. 10 has been let and are targeting to review at an upcoming PW Committee meeting.

We are anticipating a February letting for the raw water main. Construction will occur during summer 2024.

2024 Water Main Improvements – Contract A

Design engineering has commenced. We are anticipating a March letting.

2024 Water Main Improvements – Contract B

The project has been let and are targeting to review at an upcoming PW Committee meeting. Construction is expected to commence in March.

Well No. 7 Generator

Design engineering has commenced.

Eldamain Water Main Loop

Design engineering has commenced. Easement acquisition is in process.

Corneils Sanitary Sewer

Design engineering has commenced. Easement acquisition is in process.

Southern Sanitary Sewer Connection

Design engineering has commenced. Easement acquisition is in process.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #3

Tracking Number

PW 2024-03

### Agenda Item Summary Memo

**Title:** Bond/LOC Reduction Summary Through December 31, 2023

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** Informational

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir.  
Jori Behland, City Clerk

Date: January 2, 2024  
Subject: 2023 Bond/LOC Reduction Summary

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Please see the attached reduction summary through December 31, 2023. If you have any questions, please let me know.

## 2023 Bond and Letter of Credit Reduction Report

Date	Development/Project	Engineer Concurrence	City Administrator Concurrence	Mayor Concurrence	Reduction	Final Release	Reduction Value	Remaining Balance
2/20/2023	Windett Ridge - Unit 2	X	X		X		\$ 284,534.28	\$ 862,655.46
3/14/2023	Rt 126/Ashley Road	X	X		X		\$ 429,138.16	\$ 161,733.72
3/14/2023	Ashley Road	X	X		X		\$ 120,766.48	\$ 48,401.17
5/30/2023	Grande Reserve - Unit 13	X	X			X	\$ 87,600.00	\$ -
5/30/2023	Grande Reserve - Unit 14	X	X			X	\$ 125,600.00	\$ -
5/30/2023	Grande Reserve - Unit 23	X	X			X	\$ 520,410.95	\$ -
5/30/2023	Heartland Meadows	X	X		X		\$ 121,666.60	\$ 133,399.30
6/12/2023	Timber Ridge Estates	X	X		X		\$ 223,317.15	\$ 2,002,181.85
9/7/2023	Windett Ridge - Unit 2	X	X				\$ 452,120.00	\$ 410,535.46
12/5/2023	Caledonia - Unit 3	X	X		X		\$ 1,777,967.16	\$ 735,435.23



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

PW 2024-04

### Agenda Item Summary Memo

**Title:** Grande Reserve – Unit 12

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** Subdivision Acceptance Consideration

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir.  
Jori Behland, City Clerk

Date: December 21, 2023  
Subject: Grande Reserve – Unit 12

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Along with final acceptance, there is a bond reduction to 10% of the value of the public improvements (Maintenance Guarantee).

The existing bond and new amounts are as follows:

Platte River Insurance Co. Bond #41239269	\$31,689.00
Platte River Insurance Co. Bond #41239270	\$37,374.00
Platte River Insurance Co. Bond #41239272	\$60,400.00
Current Total Bond Value	\$129,463.00
 Original Value	 \$493,094.35
<b>Required Value (10% of Original)</b>	<b>\$49,309.00</b>
 <b>Net Allowable Reduction</b>	 <b>\$80,154.00</b>

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and new guarantee amount, the existing security may then be released.

## BILL OF SALE

*Seller*, \_\_\_\_\_, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 12 and generally shown on Exhibit B.

*Seller* hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

**IN WITNESS WHEREOF**, *Seller* has signed and sealed this Bill of Sale at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Seller

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

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

***Subscribed*** and ***Sworn*** to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



GASB  
GRANDE RESERVE - UNIT 12  
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY	UNIT PRICE	COST
<b>SANITARY SEWER CONSTRUCTION</b>				
8" PVC SANITARY SEWER (SDR-26)	FOOT	1,081	\$ 20.00	\$ 21,620.00
8" PVC SANITARY SEWER (SDR-21)	FOOT	189	\$ 30.00	\$ 5,670.00
48" MANHOLE TYPE A W/ FRAME & LID	EACH	11	\$ 1,950.00	\$ 21,450.00
6" SANITARY SERVICE, COMPLETE - NEAR	EACH	20	\$ 450.00	\$ 9,000.00
6" SANITARY SERVICE, COMPLETE - FAR	EACH	0	\$ 1,200.00	\$ -
8" PLUG	EACH	3	\$ 250.00	\$ 750.00
SELECT GRANULAR BACKFILL (CA07)	FOOT	160	\$ 36.50	\$ 5,840.00
CONNECT TO EXISTING MANHOLE	EACH	1	\$ 1,500.00	\$ 1,500.00
TELEWISE MAINS	FOOT	1,270	\$ 1.00	\$ 1,270.00
<b>WATER MAIN CONSTRUCTION</b>				
8" DUCTILE IRON WATER MAIN	FOOT	1,186	\$ 21.00	\$ 24,906.00
8" VALVE & BOX	EACH	3	\$ 1,000.00	\$ 3,000.00
8" X 16" PRESSURE CONNECTION W/60" VAULT	EACH	1	\$ 4,000.00	\$ 4,000.00
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	20	\$ 300.00	\$ 6,000.00
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	0	\$ 600.00	\$ -
8" PLUG	EACH	3	\$ 250.00	\$ 750.00
FIRE HYDRANT	EACH	2	\$ 1,900.00	\$ 3,800.00
FLUSHING FIRE HYDRANT	EACH	2	\$ 1,200.00	\$ 2,400.00
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	246	\$ 17.50	\$ 4,305.00
<b>STORM SEWER CONSTRUCTION</b>				
12" RCP	FOOT	640	\$ 16.00	\$ 10,240.00
12" RCP W/ASTMC-443 JOINTS	FOOT	46	\$ 18.00	\$ 828.00
15" CMP	FOOT	84	\$ 14.00	\$ 1,176.00
15" RCP	FOOT	30	\$ 17.00	\$ 510.00
18" RCP	FOOT	40	\$ 19.00	\$ 760.00
18" RCP W/ASTM C-443 JOINTS	FOOT	157	\$ 21.00	\$ 3,297.00
21" RCP	FOOT	24	\$ 25.00	\$ 600.00
24" RCP W/ASTM C-443 JOINTS	FOOT	144	\$ 30.00	\$ 4,320.00
27" RCP	FOOT	54	\$ 33.00	\$ 1,782.00
30" RCP	FOOT	166	\$ 38.00	\$ 6,308.00
30" RCP W/ASTM C-443 JOINTS	FOOT	129	\$ 40.00	\$ 5,160.00
36" RCP	FOOT	168	\$ 42.00	\$ 7,056.00
48" MANHOLE W/FRAME & LID	EACH	3	\$ 1,050.00	\$ 3,150.00
60" MANHOLE W/FRAME & LID	EACH	10	\$ 1,430.00	\$ 14,300.00
48" CATCH BASIN W/ FRAME & GRATE	EACH	3	\$ 1,300.00	\$ 3,900.00
60" CATCH BASIN W/ FRAME & GRATE	EACH	1	\$ 2,000.00	\$ 2,000.00
24" INLET TYPE A W/ FRAME & GRATE	EACH	4	\$ 600.00	\$ 2,400.00
36" RCP FLARED END SECTION	EACH	1	\$ 1,500.00	\$ 1,500.00
12" PLUG	EACH	3	\$ 250.00	\$ 750.00
15" PLUG	EACH	2	\$ 250.00	\$ 500.00
18" PLUG	EACH	2	\$ 250.00	\$ 500.00
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	390	\$ 10.00	\$ 3,900.00
TELEWISE STORM SEWER	FOOT	2,357	\$ 1.75	\$ 4,124.75
<b>SIDEWALK</b>				

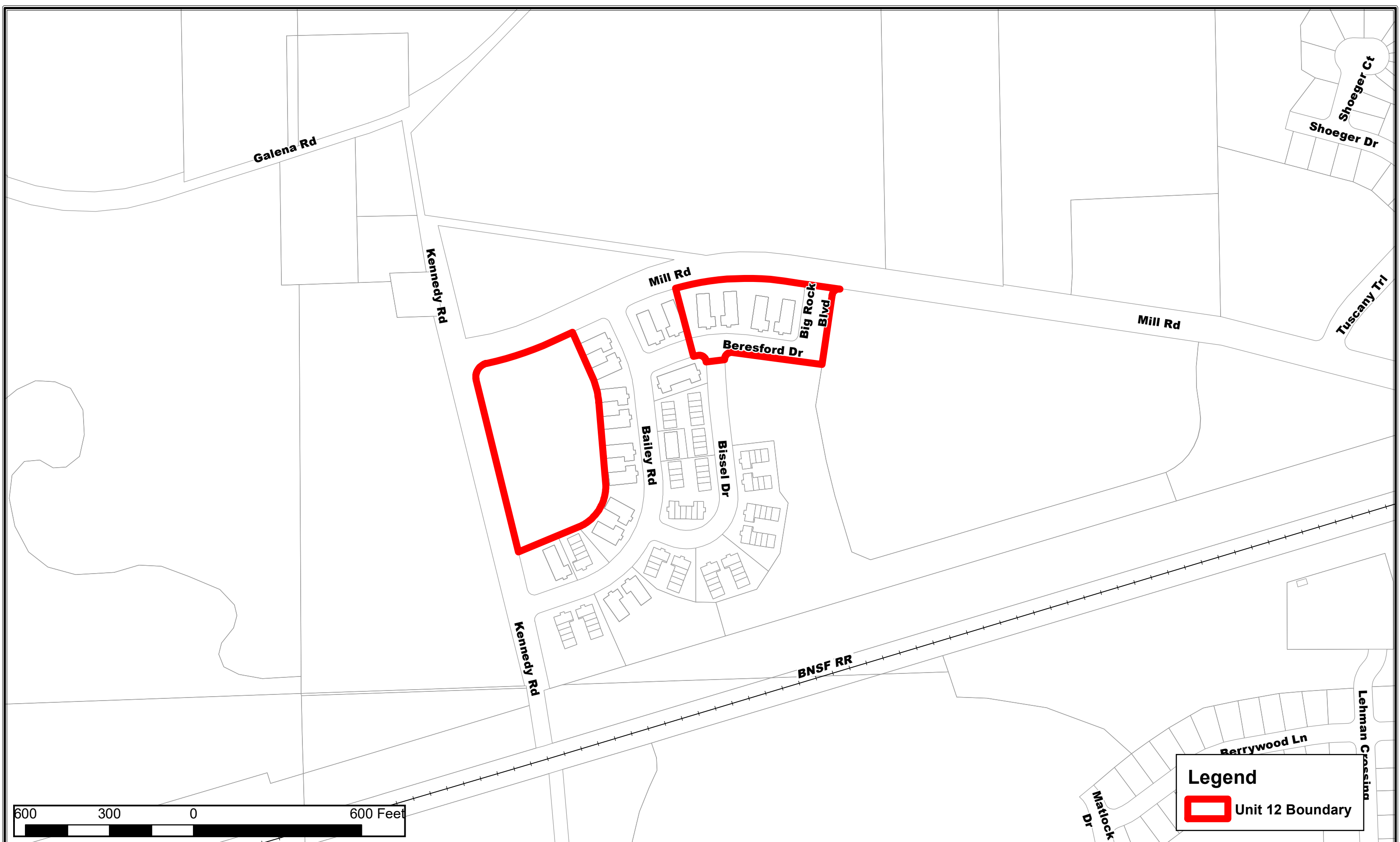
GASB

GRANDE RESERVE - UNIT 12

UNITED CITY OF YORKVILLE

5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	8620	\$	3.75	\$	32,325.00
<b>STREET LIGHTING</b>						
STREET LIGHT 25' STANDARD, COMPLETE INCLUDING WIRE & TRENCHING, ETC	EACH	3	\$	4,500.00	\$	13,500.00
<b>MISCELLANEOUS</b>						
PARKWAY TREES	LSUM	1	\$	43,487.00	\$	43,487.00
BUFFER & COMMON AREA	LSUM	1	\$	90,536.00	\$	90,536.00
PARKWAY TREES	LSUM	1	\$	27,235.00	\$	27,235.00
<b>TOTAL COST</b>					\$	402,405.75

ROADWAY	UNIT	QUANTITY	UNIT PRICE	COST
BIG ROCK BLVD	FOOT	275	\$ 121.73	\$ 33,475.66
BERESFORD DRIVE	FOOT	470	\$ 121.73	\$ 57,212.94
<b>TOTAL</b>		745	<b>TOTAL COST</b>	\$ 90,688.60





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #5

Tracking Number

PW 2024-05

### Agenda Item Summary Memo

**Title:** Grande Reserve – Unit 15

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** Subdivision Acceptance Consideration

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir.  
Jori Behland, City Clerk

Date: December 21, 2023  
Subject: Grande Reserve – Unit 15

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Along with final acceptance, there is a bond reduction to 10% of the value of the public improvements (Maintenance Guarantee).

The existing bond and new amounts are as follows:

Platte River Insurance Co. Bond #41239278	\$98,430.00
Platte River Insurance Co. Bond #41239279	\$142,800.00
Current Total Bond Value	\$241,230.00
 Original Value	 \$978,892.05
<b>Required Value (10% of Original)</b>	<b>\$97,889.00</b>
 <b>Net Allowable Reduction</b>	 <b>\$143,341.00</b>

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and new guarantee amount, the existing security may then be released.

## BILL OF SALE

*Seller*, \_\_\_\_\_, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 15 and generally shown on Exhibit B.

*Seller* hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

**IN WITNESS WHEREOF**, *Seller* has signed and sealed this Bill of Sale at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Seller

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

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

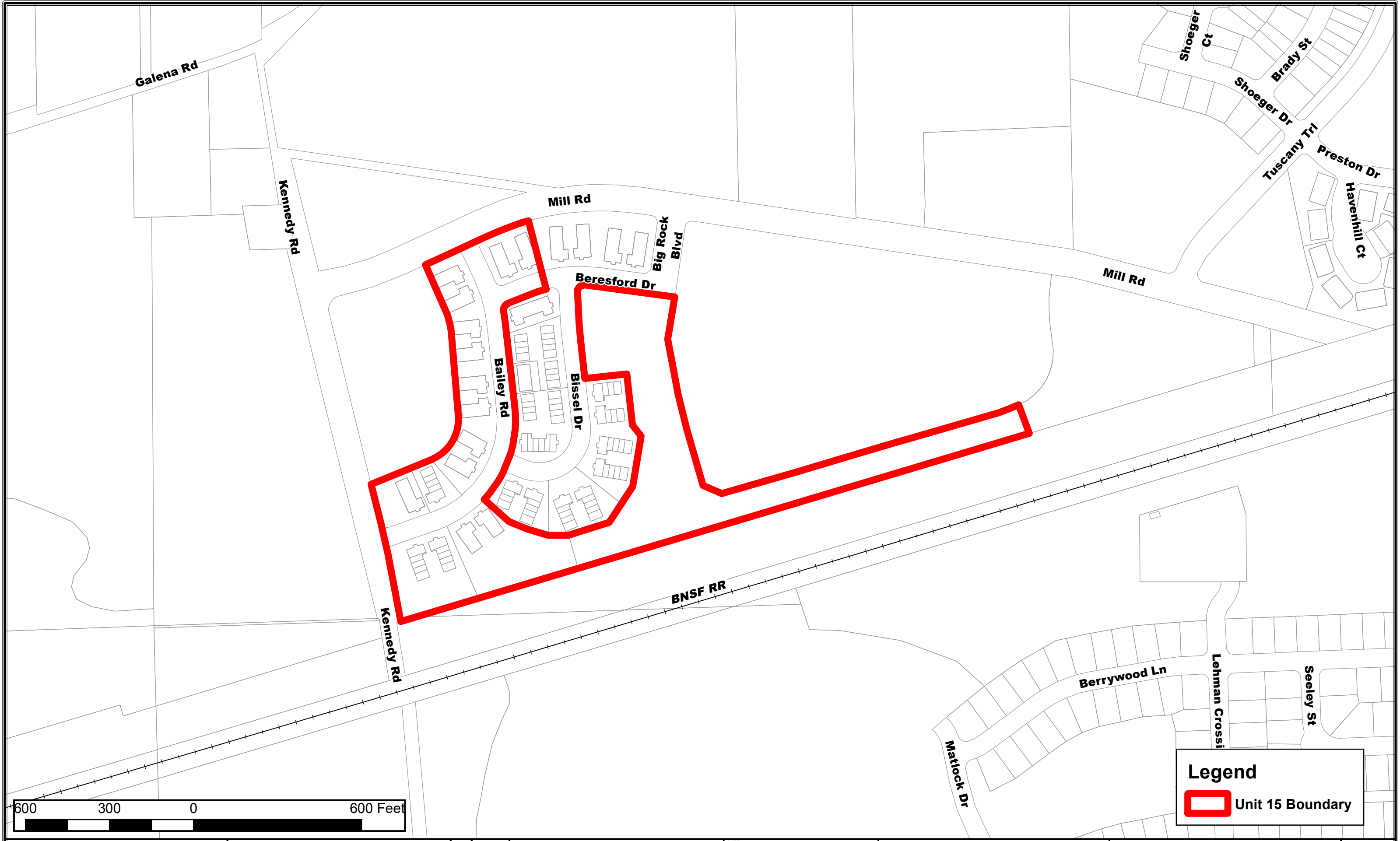
***Subscribed*** and ***Sworn*** to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT A  
GRANDE RESERVE - UNIT 15  
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
<b>SANITARY SEWER CONSTRUCTION</b>		
8" PVC SANITARY SEWER (SDR 26)	FOOT	2,743
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	20
6" SANITARY SERVICE COMPLETE - NEAR	EACH	65
6" SANITARY SERVICE COMPLETE - FAR	EACH	23
SELECT GRANULAR BACKFILL (CA-7)	FOOT	342
6" SERVICE RISER	FOOT	209
CONNECT TO EXISTING MANHOLE	EACH	1
TELEWISE MAINS	FOOT	2,743
<b>WATER MAIN CONSTRUCTION</b>		
8" DUCTILE IRON WATER MAIN	FOOT	2,542
8" VALVE & BOX	EACH	12
8" X 16" PRESSURE CONNECTION W/60" VAULT	EACH	1
1" TYPE K COPPER SERVICE, NEAR	EACH	71
1" TYPE K COPPER SERVICE, FAR	EACH	14
CONNECTION TO EXISTING	EACH	1
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	11
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	275
<b>STORM SEWER CONSTRUCTION</b>		
12" RCP	FOOT	474
15" RCP	FOOT	368
18" RCP	FOOT	205
21" RCP	FOOT	347
24" RCP	FOOT	400
48" MANHOLE W/ FRAME AND LID	EACH	6
60" MANHOLE W/ FRAME AND LID	EACH	3
48" CATCH BASINW/ FRAME & GRATE	EACH	9
24" INLET TYPE A W/ FRAME & GRATE	EACH	7
27" RCP FLARED END SECTION W/ GRATE	EACH	3
CONNECTION TO EXISTING	EACH	4
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	305
TELEWISE STORM SEWER	FOOT	1,794
<b>SIDEWALK</b>		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	14650
<b>STREET LIGHTING</b>		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	6
<b>MISCELLANEOUS</b>		
PARKWAY TREES	EACH	14
STREET TREES	LSUM	1
BUFFER & COMMON AREA	LSUM	1
MISCELLANEOUS	LSUM	1

ROADWAY	UNIT	QUANTITY
BAILEY ROAD	FOOT	1,350
BERESFORD DRIVE	FOOT	215







Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #6

Tracking Number

PW 2024-06

### Agenda Item Summary Memo

**Title:** Grande Reserve – Unit 22

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** Subdivision Acceptance Consideration

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir.  
Jori Behland, City Clerk

Date: December 21, 2023  
Subject: Grande Reserve – Unit 22

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Along with final acceptance, there is a bond reduction to 10% of the value of the public improvements (Maintenance Guarantee).

The existing bond and new amounts are as follows:

Platte River Insurance Co. Bond #41239282	\$117,200.00
Current Total Bond Value	\$117,200.00
Original Value	\$370,387.95
<b>Required Value (10% of Original)</b>	<b>\$37,038.00</b>
<b>Net Allowable Reduction</b>	<b>\$80,162.00</b>

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and new guarantee amount, the existing security may then be released.

## BILL OF SALE

*Seller*, \_\_\_\_\_, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 22 and generally shown on Exhibit B.

*Seller* hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

**IN WITNESS WHEREOF**, *Seller* has signed and sealed this Bill of Sale at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Seller

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

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

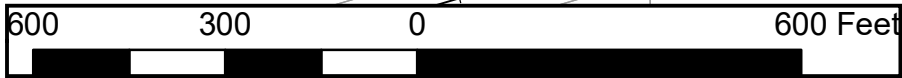
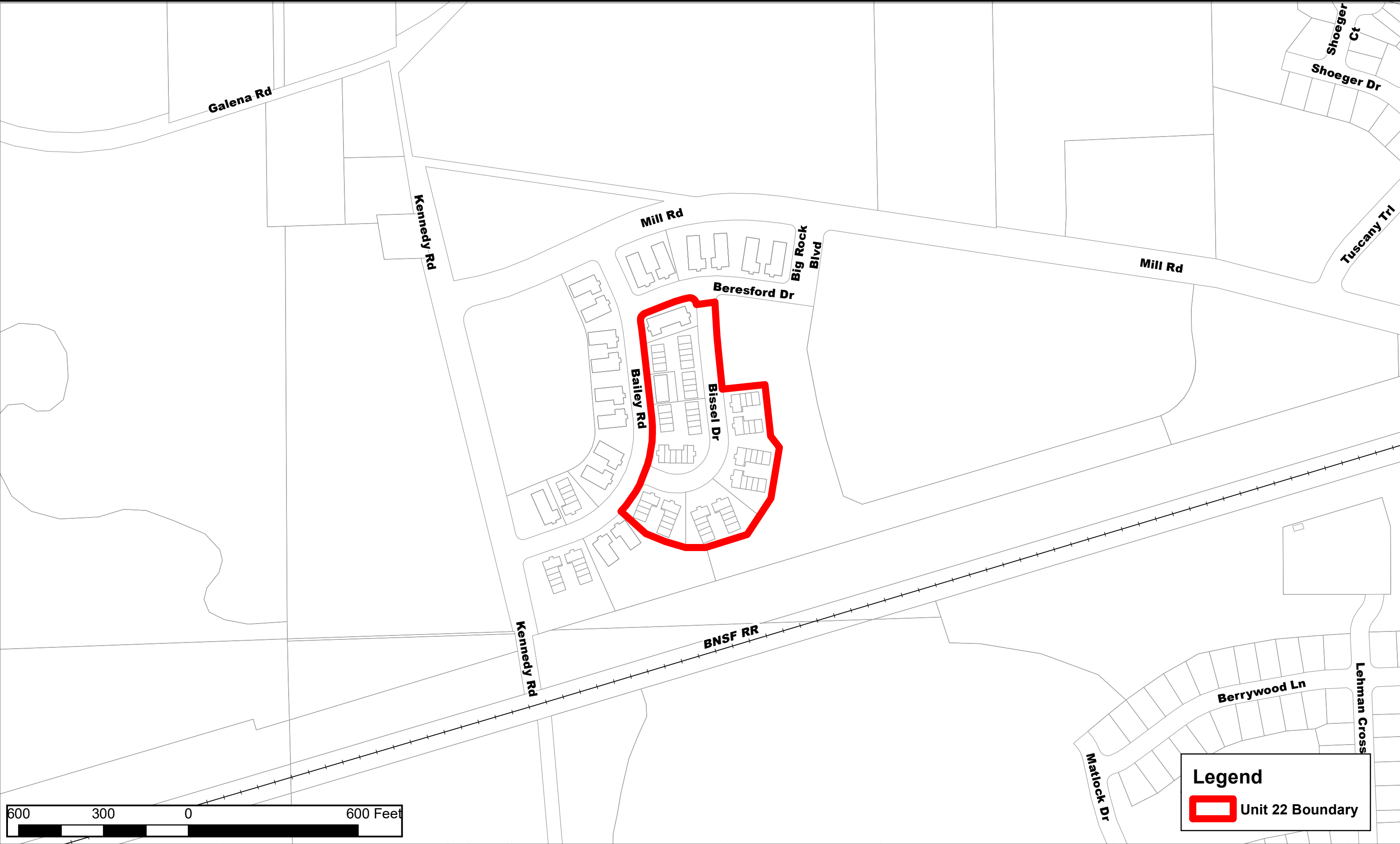
***Subscribed*** and ***Sworn*** to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public


EXHIBIT A  
GRANDE RESERVE - UNIT 22  
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
<b>SANITARY SEWER CONSTRUCTION</b>		
8" PVC SANITARY SEWER (SDR 26)	FOOT	1,730
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	10
6" SANITARY SERVICE COMPLETE - NEAR	EACH	56
SELECT GRANULAR BACKFILL (CA-7)	FOOT	215
6" SERVICE RISER	FOOT	38
CONNECTION TO EXISTING	FOOT	1
TELEWISE MAINS	FOOT	1,730
<b>WATER MAIN CONSTRUCTION</b>		
8" DUCTILE IRON WATER MAIN	FOOT	1,713
8" VALVE & BOX	EACH	8
1" TYPE K COPPER SERVICE, NEAR	EACH	36
1" TYPE K COPPER SERVICE, FAR	EACH	19
CONNECTION TO EXISTING	EACH	1
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	9
<b>STORM SEWER CONSTRUCTION</b>		
4" SUMP PUMP CONNECTION	EACH	
12" RCP	FOOT	736
15" RCP	FOOT	155
15" RCP W/ ASTM C-443 JOINTS	FOOT	280
18" RCP W/ ASTM C-443 JOINTS	FOOT	230
48" MANHOLE W/ FRAME AND LID	EACH	5
48" CATCH BASIN W/ FRAME & GRATE	EACH	4
24" INLET TYPE A W/ FRAME & GRATE	EACH	9
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	100
TELEWISE STORM SEWER	FOOT	891
<b>SIDEWALK</b>		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	9000
<b>STREET LIGHTING</b>		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	2
<b>MISCELLANEOUS</b>		
LANDSCAPING	LSUM	1

ROADWAY	UNIT	QUANTITY
BISSEL DRIVE	FOOT	905



**Legend**

 Unit 22 Boundary



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #7

Tracking Number

PW 2024-07

### Agenda Item Summary Memo

**Title:** New Leaf Energy – Plat of Dedication and Grant of Easement

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** Plat of Dedication and Grant of Easement

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson Engineering  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Jori Behland, City Clerk  
Rob Fredrickson, Finance Director

Date: January 2, 2024  
Subject: New Leaf Energy – Plat of Dedication and Grant of Easement

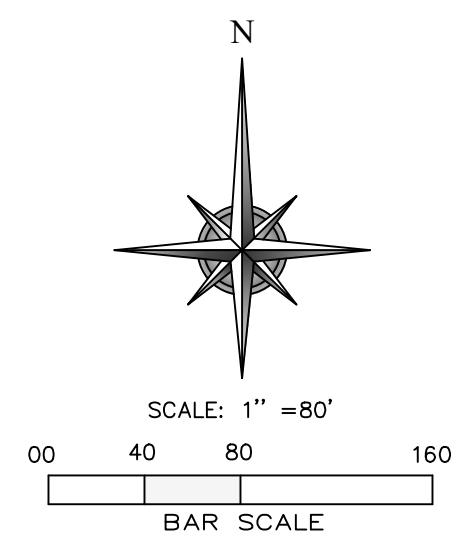
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Last spring the City Council approved the annexation and rezoning for the development of the New Leaf Energy project.

New Leaf Energy is proceeding with site plan work in preparation for spring 2024 construction. Accordingly, there is right-of-way to be dedicated along Beecher Road as well as easements to be granted to the City. See the attached documents.

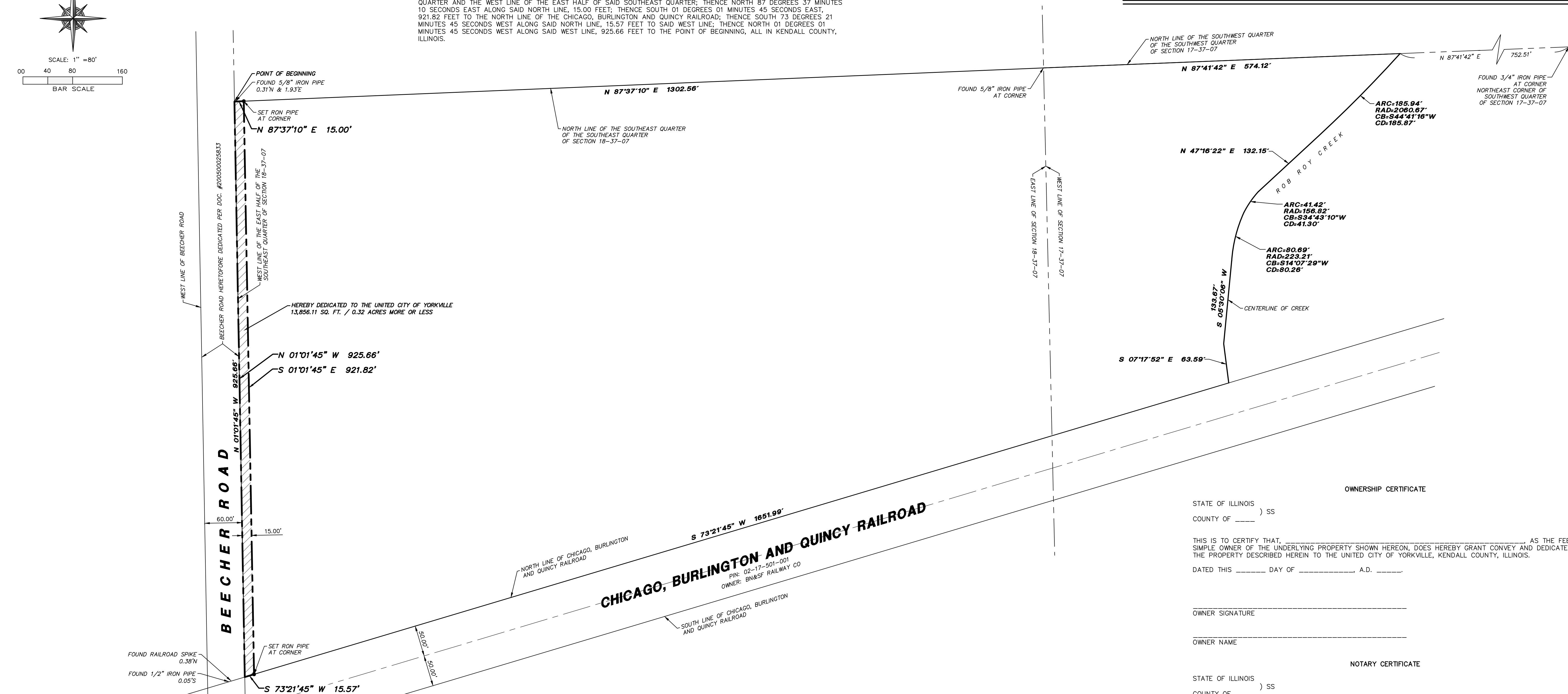
We have reviewed both documents for compliance with City requirements and are recommending approval and execution.

If you have any questions or require additional information, please let us know.



**DEDICATION DESCRIPTION**  
 THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER AND THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 37 MINUTES TO 10 SECONDS EAST ALONG SAID NORTH LINE, 15.00 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 45 SECONDS EAST, 921.82 FEET TO THE NORTH LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE SOUTH 73 DEGREES 21 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE, 15.57 FEET TO SAID WEST LINE; THENCE NORTH 01 DEGREES 01 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE, 925.66 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

## PLAT OF DEDICATION



OWNERSHIP CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF \_\_\_\_\_

THIS IS TO CERTIFY THAT, \_\_\_\_\_, AS THE FEE  
SIMPLE OWNER OF THE UNDERLYING PROPERTY SHOWN HEREON, DOES HEREBY GRANT CONVEY AND DEDICATES  
THE PROPERTY DESCRIBED HEREIN TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_.

OWNER SIGNATURE \_\_\_\_\_

OWNER NAME

NOTARY CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE "OWNERSHIP CERTIFICATE" ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL IN \_\_\_\_\_ COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_.

-----  
NOTARY PUBLIC

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

THIS IS TO CERTIFY THAT I, FRANJO I. MATICIC, ILLINOIS LAND SURVEYOR NUMBER 35-3556, HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY AS SHOWN BY THIS PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY FOR THE PURPOSES OF ROADWAY DEDICATION; ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

P.I.N. 02-18-400-005 AND 02-17-300-002 (PART OF)

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_  
AT HOFFMAN ESTATES, ILLINOIS.

PRELIMINARY 12/22/23

FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2024  
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF KENDALL

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_.

BY: \_\_\_\_\_  
MAYOR

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF KENDALL




I, \_\_\_\_\_ COUNTY CLERK OF KENDALL COUNTY ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

KENDALL COUNTY CLERK

*LEGEND*

 LAND HEREBY DEDICATED TO THE UNITED CITY OF YORKVILLE  
 **PROPERTY LINE**  
 CENTERLINE OF RIGHT OF WAY  
 EXISTING EASEMENT  
 IRON PIPE SET

**WT GROUP**  
 Engineering with Precision, Pace and Passion.  
 2675 Plankton Avenue Hoffman Estates, IL 60192  
 T: 224.293.6333 F: 224.293.6444  
[www.wtgroup.com](http://www.wtgroup.com)  
 IL License No. 184.001570-0015 Expires: 04/30/2023  
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WTF Group  
Engineering • Design • Consulting

BEECHER SOLAR 1, LLC  
BEECHER ROAD, BRISTOL  
KENDALL COUNTY, ILLINOIS

ISSUE |

TO	DATE
CLIENT	11/01/23
CLIENT	11/28/23
CLIENT	12/22/23

CHECK:FIM

AWN:KCH

OB: S2300001

ED-1

SHEET 1 OF 1  
LAT OF DEDICATION



LEGEND

- PROPOSED EASEMENT HEREBY GRANTED
- PROPERTY LINE
- CENTERLINE OF RIGHT OF WAY
- EXISTING EASEMENT
- IRON PIPE SET

**PLAT OF EASEMENT**

**20' DRAIN TILE EASEMENT PROVISIONS**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "DRAIN TILE EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE UNITED CITY OF YORKVILLE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE UNITED CITY OF YORKVILLE.

**CITY UTILITY EASEMENT PROVISIONS**

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "CITY UTILITY EASEMENT OR C.U.E." SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER MAIN, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, ACCESS DRIVES, UTILITY INTERCONNECTIONS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

**20' DRAIN TILE EASEMENT DESCRIPTION**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER AND THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 37 MINUTES 10 SECONDS EAST ALONG SAID NORTH LINE, 15.00 FEET; FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 37 MINUTES 10 SECONDS EAST ALONG SAID NORTH LINE, 15.00 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 45 SECONDS EAST, 917.99 FEET TO THE NORTH LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE SOUTH 73 DEGREES 21 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE, 15.57 FEET; THENCE NORTH 01 DEGREES 01 MINUTES 45 SECONDS WEST, 921.82 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

**20' DRAIN TILE EASEMENT DESCRIPTION**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER AND THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 37 MINUTES 10 SECONDS EAST ALONG SAID NORTH LINE, 15.00 FEET; TO A POINT; THENCE CONTINUING NORTH 87 DEGREES 37 MINUTES 10 SECONDS EAST ALONG SAID NORTH LINE, 15.00 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 45 SECONDS EAST, 267.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 41 MINUTES 04 SECONDS EAST, 20.01 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 45 SECONDS EAST, 489.01 FEET; THENCE SOUTH 46 DEGREES 01 MINUTES 45 SECONDS EAST, 73.97 FEET; THENCE NORTH 73 DEGREES 21 MINUTES 45 SECONDS EAST, 1493.28 FEET; THENCE NORTH 06 DEGREES 27 MINUTES 10 SECONDS WEST, 17.79 FEET; THENCE NORTH 83 DEGREES 32 MINUTES 50 SECONDS EAST, 49.93 FEET TO THE CENTERLINE OF ROB ROY CREEK; THENCE SOUTH 05 DEGREES 30 MINUTES 06 SECONDS EAST WEST ALONG SAID CENTERLINE, 30.96 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 45 SECONDS WEST, 1545.59 FEET; THENCE NORTH 46 DEGREES 01 MINUTES 45 SECONDS WEST, 93.95 FEET; THENCE NORTH 01 DEGREES 01 MINUTES 45 SECONDS WEST, 492.85 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

**OWNERSHIP CERTIFICATE**

STATE OF ILLINOIS ) SS  
COUNTY OF \_\_\_\_\_

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AM THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON, AND HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS THAT ARE STATED HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_

OWNER NAME \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF ILLINOIS ) SS  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL IN \_\_\_\_\_ COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS ) SS  
COUNTY OF COOK

THIS IS TO CERTIFY THAT I, FRANJO I. MATICIC, ILLINOIS LAND SURVEYOR NUMBER 35-3556, HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY AS SHOWN BY THIS PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY FOR THE PURPOSES OF GRATING AN EASEMENT; ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

P.I.N. 02-18-400-005 AND 02-17-300-002 (PART OF)

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ AT HOFFMAN ESTATES, ILLINOIS.

FRANJO I. MATICIC — PLS #035-003556 EXPIRES 11/30/2024  
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

**CITY COUNCIL CERTIFICATE**

STATE OF ILLINOIS ) SS  
COUNTY OF KENDALL

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

BY: \_\_\_\_\_ MAYOR

**CITY ENGINEER CERTIFICATE**

STATE OF ILLINOIS ) SS  
COUNTY OF KENDALL

I, \_\_\_\_\_, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, ILLINOIS DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED, DATED AT YORKVILLE ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

BY: \_\_\_\_\_ CITY ENGINEER

WT GROUP  
Engineering with Precision, Pace and Passion.  
2875 Pratum Avenue | Hoffman Estates, IL 60192  
T: 224.293.9333 | F: 224.293.6444  
wgrouping.com  
ILL License No: 184.007570-0015 Expires 04/30/2023  
© COPYRIGHT 2023 THE WT GROUP, LLC

BEECHER SOLAR 1, LLC  
BEECHER ROAD, BRISTOL  
KENDALL COUNTY, ILLINOIS

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ LAND SURVEY

CHECK-FIRM  
DRAWN-KCH  
JOB: S2300001

DED-1  
SHEET 1 OF 1  
PLAT OF DEDICATION

BEECHER SOLAR 1, LLC  
BEECHER ROAD, BRISTOL  
KENDALL COUNTY, ILLINOIS

ISSUE

TO	DATE
CLIENT	11/01/23
CLIENT	11/29/23
CLIENT	12/13/23
CLIENT	12/21/23

CHECK/FIRM

DRAWN/KCH

JOB: S2300001

**DED-1**

SHEET 1 OF 1

PLAT OF DEDICATED



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #8

Tracking Number

PW 2024-08

### Agenda Item Summary Memo

**Title:** 2024 Road to Better Roads Program

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** MFT Resolution and Cost Estimate Consideration

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson Engineering  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Rob Fredrickson, Finance Director  
Jori Behland, City Clerk

Date: January 9, 2024  
Subject: 2024 Road to Better Roads Program

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In accordance with the planned FY25 budget and Road to Better Roads Program, we are proceeding with design of the 2024 program and submitting the documents to IDOT for review and approval. The overall project is estimated at \$1,415,983.55 with \$1,000,000 coming from MFT funds.

Note that adjustments will be made to the program as necessary after bids are received to match the budgeted funds.

Since MFT funds are being utilized to fund the project, IDOT requires the passing of a Resolution to appropriate the funds. Accordingly, please see the attached Resolution for Maintenance Under the Illinois Highway Code in the amount of \$1,000,000.

Staff is seeking approval of the resolution from the City Council.

If you have any questions or require additional information, please let us know.



District	County	Resolution Number	Resolution Type	Section Number
3	Kendall		Original	24-00000-00-GM

BE IT RESOLVED, by the Council of the City of  
Governing Body Type Local Public Agency Type  
Yorkville Illinois that there is hereby appropriated the sum of  
Name of Local Public Agency  
One Million and 00/100 Dollars ( \$1,000,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
05/01/24 to 04/30/25  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Yorkville  
Local Public Agency Type Name of Local Public Agency  
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Jori Behland City Clerk in and for said City  
Name of Clerk Local Public Agency Type Local Public Agency Type  
of Yorkville in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Yorkville at a meeting held on 01/23/24  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23rd day of January, 2024  
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date  
Department of Transportation

--



Submittal Type

**Estimate of Maintenance Costs**

District  Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
United City of Yorkville	Kendall	24-00000-00-GM	05/01/24	04/30/25

**Maintenance Items**

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Roadway Maintenance	IV	Yes						\$1,415,983.55
<b>Total Operation Cost</b>								\$1,415,983.55

**Estimate of Maintenance Costs Summary**

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$1,000,000.00		\$415,983.55	\$1,415,983.55
<b>Maintenance Total</b>	\$1,000,000.00		\$415,983.55	\$1,415,983.55

**Estimated Maintenance Eng Costs Summary**

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>				
<b>Total Estimated Maintenance</b>	\$1,000,000.00		\$415,983.55	\$1,415,983.55

Remarks

**SUBMITTED**

Local Public Agency Official Signature & Date

Title

Mayor

County Engineer/Superintendent of Highways Signature & Date

**APPROVED**

Regional Engineer Signature & Date  
Department of Transportation

## Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
<input type="text" value="United City of Yorkville"/>	<input type="text" value="Kendall"/>	<input type="text" value="24-00000-00-GM"/>	<input type="text" value="05/01/24"/>	<input type="text" value="04/30/25"/>

### IDOT Department Use Only

Received Location Received Date Additional Location?

☐

WMFT Entry By

Entry Date



Local Public Agency

United City of Yorkville

County

Kendall

Section Number

24-00000-00-GM

Route(s)/Street-Road Name

Various Local Roads (See Location Map)

Project Length

3.43 Miles

Project Termini

Various Local Roads (See Location Map)

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
1.	Partial Depth Patching (Special)	Sq Yd	280	\$35.00	\$9,800.00
2.	Hot-Mix Asphalt Surface Removal - Butt Joint	Sq Yd	140	\$15.00	\$2,100.00
3.	Hot-Mix Asphalt Surface Removal, Variable Depth	Sq Yd	39,430	\$2.90	\$114,347.00
4.	Hot-Mix Asphalt Surface Removal, 1.5"	Sq Yd	19,555	\$2.20	\$43,021.00
5.	Bituminous Materials (Tack Coat)	Pound	31,055	\$0.05	\$1,552.75
6.	Hot-Mix Asphalt Binder Course, IL-9.5, N50	Ton	3,400	\$81.00	\$275,400.00
7.	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50	Ton	5,090	\$81.00	\$412,290.00
8.	Combination Concrete Curb and Gutter Removal and Replacement	Foot	2,056	\$44.00	\$90,464.00
9.	Sidewalk Removal	Sq Ft	17,254	\$2.25	\$38,821.50
10.	Portland Cement Concrete Sidewalk, 5 Inch	Sq Ft	17,409	\$9.50	\$165,385.50
11.	Detectable Warnings	Sq Ft	732	\$35.00	\$25,620.00
12.	Inlets To Be Adjusted	Each	45	\$450.00	\$20,250.00
13.	Manholes To Be Adjusted	Each	1	\$750.00	\$750.00
14.	Sanitary Manholes To Be Adjusted	Each	2	\$1,000.00	\$2,000.00
15.	Type 1 Frame, Open Lid	Each	8	\$600.00	\$4,800.00
16.	Type 1 Frame, Closed Lid	Each	1	\$600.00	\$600.00
17.	Type 3 Frame and Grate	Each	1	\$600.00	\$600.00
18.	Valve Boxes To Be Adjusted	Each	3	\$250.00	\$750.00
19.	Domestic Water Service Boxes To Be Adjusted	Each	1	\$200.00	\$200.00
20.	Thermoplastic Pavement Markings - Letters & Symbols	Sq Ft	477	\$6.00	\$2,862.00
21.	Thermoplastic Pavement Markings - Line 4"	Foot	2,050	\$1.00	\$2,050.00
22.	Thermoplastic Pavement Markings - Line 6"	Foot	3,244	\$2.00	\$6,488.00
23.	Thermoplastic Pavement Markings - Line 8"	Foot	429	\$4.00	\$1,716.00
24.	Thermoplastic Pavement Markings - Line 12"	Foot	205	\$4.00	\$820.00
25.	Thermoplastic Pavement Markings - Line 24"	Foot	119	\$5.00	\$595.00
26.	Hot-Mix Asphalt Driveway Removal and Replacement	Sq Yd	217	\$55.00	\$11,935.00
27.	Remove and Reinstall Brick Pavers	Sq Ft	12	\$45.00	\$540.00

Local Public Agency

County

Section Number

United City of Yorkville

Kendall

24-00000-00-GM

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
28.	Bike Path Removal	Sq Ft	188	\$2.25	\$423.00
29.	Hot-Mix Asphalt Bike Path Removal and Replacement	Sq Yd	114	\$55.00	\$6,270.00
30.	Sodding, Special	Sq Yd	2,016	\$15.00	\$30,240.00
31.	Supplemental Watering	Unit	20	\$100.00	\$2,000.00
32.	Traffic Control and Protection	L Sum	1	\$20,000.00	\$20,000.00
33.	Routing and Sealing Cracks	Foot	36,188	\$0.60	\$21,712.80
34.	Crack Routing	Foot	48,000	\$0.01	\$480.00
35.	Crack Filling	Pound	16,000	\$1.60	\$25,600.00
36.	Class D Patches, 2 Inch	Sq Yd	2,100	\$35.00	\$73,500.00
Total Overall Estimated Cost:					\$1,415,983.55

Prepared By

Date

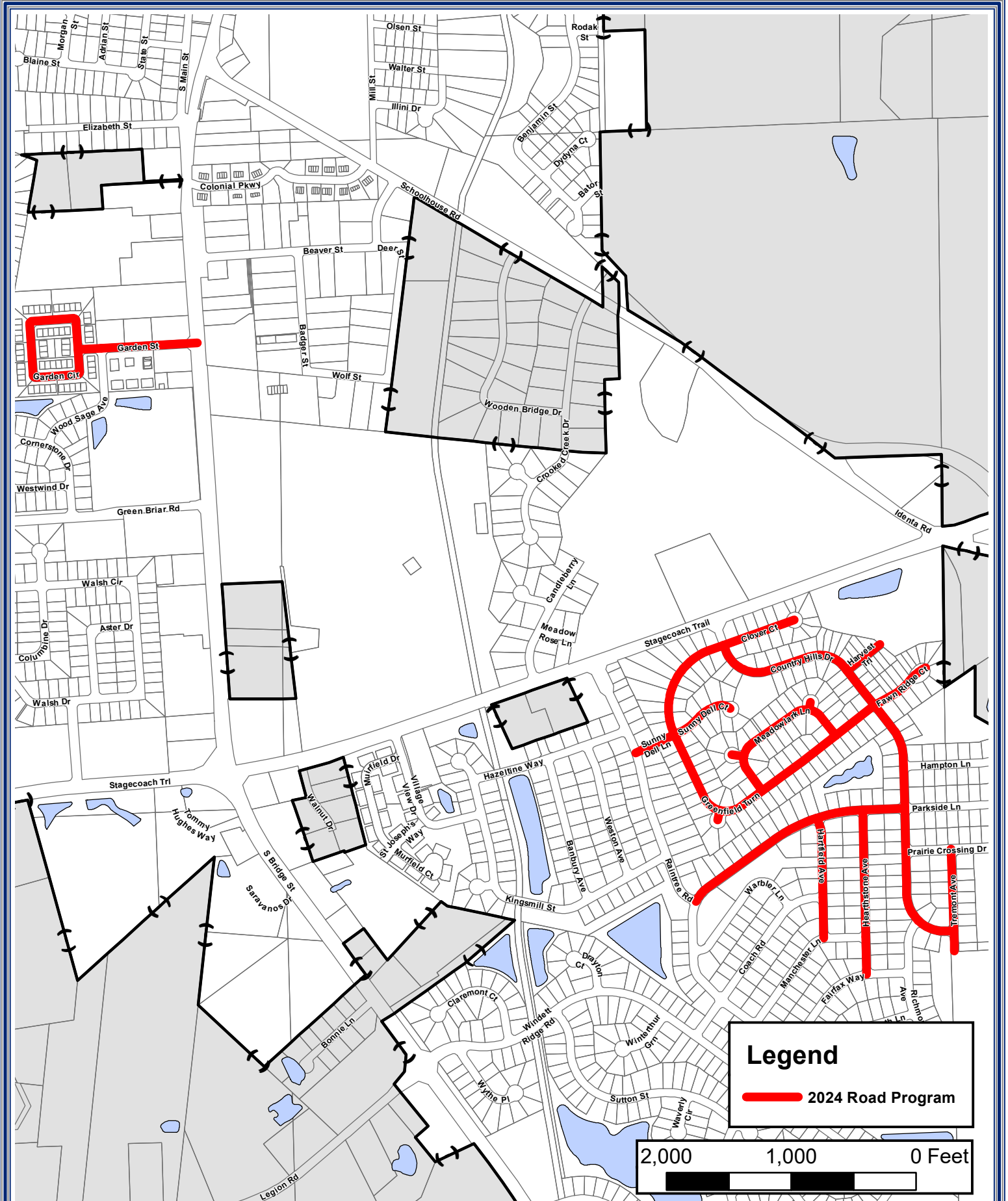
Christopher Ott

12/27/23

Signature

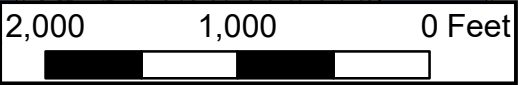
Date





**Legend**

— 2024 Road Program



**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)



**United City of Yorkville**  
 651 Prairie Pointe Dr  
 Yorkville, IL 60560  
 630-553-4350

DATE:	DECEMBER 2023
PROJECT NO.:	YO2337
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2337 Road Program 2024 Attachment E.MXD

**EXHIBIT 1**  
**2024 ROAD TO BETTER ROADS**  
**LOCATION MAP**





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #9

Tracking Number

PW 2024-09

### Agenda Item Summary Memo

**Title:** North Central Tank Rehabilitation

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** Consideration of Change Order No. 3 – Final Balancing

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson Engineering  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Rob Fredrickson, Finance Director  
Jori Behland, City Clerk

Date: January 10, 2024  
Subject: North Central Tank Rehabilitation

---

The purpose of this memo is to present Change Order No. 3 – Final Balancing, for the above-referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

## **Background:**

The United City of Yorkville and Jetco, Ltd. entered into an agreement for a contract value of **\$630,750** for the above-referenced project. The current contract completion date is November 30, 2023.

## **Questions Presented:**

Should the City approve Change Order No. 3 - Final Balancing, which would **decrease the contract value by \$39,639.80?**

## **Discussion:**

This change order balances the contract value to final quantities.

Deductions from contract value include:

- Item 7 – Weld Repair, Corrosion Pits – not required due to the absence of corrosion pits requiring repairs.
- Item 8 – Pit Filling, Applied – quantity reduction to actual value due to minimal required repairs.
- Item 9 - Waste Disposal - quantity reduction to actual value.
- Item 10 – Hazardous Waste Disposal – not required.
- Item 15 – Furnish and Install Flanged Exhaust Hatch – not required.
- Item 18 – Roof Pod Removal – not required, completed by T-Mobile.
- Item 20 – Remove and Replace Expansion Joint – not required, previously upgraded.
- Item 22 – Items Ordered by Engineer – not required.

Total deductions from the contract amount to \$50,639.80. Please see the attached summary spreadsheet for detailed information.

Additionally, the design for the logo was updated, increasing the cost by \$11,000. The cost increase is due to the additional cost of paint and labor involved for the more detailed design.

**CHANGE ORDER NO. 3 - FINAL BALANCING**  
**UNITED CITY OF YORKVILLE - NORTH CENTRAL ELEVATED TANK REHABILITATION**

**TOTAL BALANCING DEDUCTS**

Item No.	Description	Contract Quantity	Unit	Unit Price	Contract Value	Actual Completed Quantity	Total Completed and Stored To Date	Change to Contract Price
7	Weld Repair - Corrosion Pits	100	SQ IN	\$ 100.00	\$ 10,000.00		\$0.00	\$ 10,000.00
8	Pit Filling, Applied	5	GAL	\$ 2,000.00	\$ 10,000.00	1.00	\$2000.00	\$ 8,000.00
9	Waste Disposal	125	TON	\$ 10.00	\$ 1,250.00	55.92	\$559.20	\$ 690.80
10	Hazardous Waste Disposal	50	TON	\$ 10.00	\$ 500.00		\$0.00	\$ 500.00
15	Furnish and Install Flanged Exhaust Hatch	1	LS	\$ 100.00	\$ 100.00		\$0.00	\$ 100.00
18	Roof Pod Removal	1	LS	\$ 10,604.00	\$ 10,604.00		\$0.00	\$ 10,604.00
20	Remove and Replace Expansion Joint	1	LS	\$ 10,400.00	\$ 10,400.00		\$0.00	\$ 10,400.00
22	Items Ordered by the Engineer	1	LS	\$ 10,000.00	\$ 10,000.00		\$0.00	\$ 10,000.00
	Well Starter backup controls wiring repair			\$ 345.00				\$ 345.00
<b>SUB-TOTAL DEDUCTS</b>					<b>\$ 52,854.00</b>		<b>\$ 2,559.20</b>	<b>\$ 50,639.80</b>

**TOTAL ADDED**

C.O. #3	New Logo and Bands Design	1	LS	\$ 11,000.00	\$ 11,000.00	1	\$11000.00	\$ 11,000.00
<b>SUB-TOTAL CREDITS</b>					<b>\$ 11,000.00</b>		<b>\$11000.00</b>	<b>\$ 11,000.00</b>

**FINAL BALANCING CHANGE ORDER AMOUNT**

<b>GRAND TOTAL</b>								<b>(\$ 39,639.80)</b>
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Approval of the change will allow for the final closeout of this project.

We are recommending approval of the change order.

**Action Required:**

Consideration of approval of Change Order No. 3 – Final Balancing.

**CHANGE ORDER NO. 3 - FINAL BALANCING**  
**UNITED CITY OF YORKVILLE - NORTH CENTRAL ELEVATED TANK REHABILITATION**

**TOTAL BALANCING DEDUCTS**

Item No.	Description	Contract Quantity	Unit	Unit Price	Contract Value	Actual Completed Quantity	Total Completed and Stored To Date	Change to Contract Price
7	Weld Repair - Corrosion Pits	100	SQ IN	\$ 100.00	\$ 10,000.00		\$0.00	\$ 10,000.00
8	Pit Filling, Applied	5	GAL	\$ 2,000.00	\$ 10,000.00	1.00	\$2000.00	\$ 8,000.00
9	Waste Disposal	125	TON	\$ 10.00	\$ 1,250.00	55.92	\$559.20	\$ 690.80
10	Hazardous Waste Disposal	50	TON	\$ 10.00	\$ 500.00		\$0.00	\$ 500.00
15	Furnish and Install Flanged Exhaust Hatch	1	LS	\$ 100.00	\$ 100.00		\$0.00	\$ 100.00
18	Roof Pod Removal	1	LS	\$ 10,604.00	\$ 10,604.00		\$0.00	\$ 10,604.00
20	Remove and Replace Expansion Joint	1	LS	\$ 10,400.00	\$ 10,400.00		\$0.00	\$ 10,400.00
22	Items Ordered by the Engineer	1	LS	\$ 10,000.00	\$ 10,000.00		\$0.00	\$ 10,000.00
	Well Starter backup controls wiring repair			\$ 345.00				\$ 345.00
<b>SUB-TOTAL DEDUCTS</b>					<b>\$ 52,854.00</b>		<b>\$ 2,559.20</b>	<b>\$ 50,639.80</b>

**TOTAL ADDED**

C.O. #3	New Logo and Bands Design	1	LS	\$ 11,000.00	\$ 11,000.00	1	\$11000.00	\$ 11,000.00
<b>SUB-TOTAL CREDITS</b>					<b>\$ 11,000.00</b>		<b>\$11000.00</b>	<b>\$ 11,000.00</b>

**FINAL BALANCING CHANGE ORDER AMOUNT**

<b>GRAND TOTAL</b>								<b>(\$ 39,639.80)</b>
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Approval of the change will allow for the final closeout of this project.

We are recommending approval of the change order.

**Action Required:**

Consideration of approval of Change Order No. 3 – Final Balancing.

## CHANGE ORDER

Order No. 3 – Final Balancing

Date: January 9, 2024

Agreement Date: February 24, 2022

NAME OF PROJECT: North Central Tank Rehabilitation

OWNER: United City of Yorkville

CONTRACTOR: Jetco, Ltd.

The following changes are hereby made to the CONTRACT DOCUMENTS:

### Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$630,750.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$654,570.00

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$39,639.80

The new CONTRACT PRICE including this CHANGE ORDER will be: \$614,930.20

### Change to CONTRACT TIME:

The date for completion of all work will be \_\_\_\_\_

### Justification

All items are based on final field quantities.

*Additions:* The design for the logo was updated, increasing the cost by \$11,000. The cost increase is the result of the additional cost of paint and labor involved for the more detailed design.

*Deductions:* Balancing Authorization to bring the contract value to final quantities.

- Item 7 – Weld Repair, Corrosion Pits – not required due to the absence of corrosion pits requiring repairs.
- Item 8 – Pit Filling, Applied – quantity reduction to actual value due to minimal required repairs.
- Item 9 - Waste Disposal - quantity reduction to actual value.
- Item 10 – Hazardous Waste Disposal – not required.
- Item 15 – Furnish and Install Flanged Exhaust Hatch – not required.
- Item 18 – Roof Pod Removal – not required, completed by T-Mobile.
- Item 20 – Remove and Replace Expansion Joint – not required, previously upgraded.
- Item 22 – Items Ordered by Engineer – not required.
- Well starter backup controls wiring repair

Total deductions from the contract amount to \$50,639.80.

Approvals Required

Requested by: \_\_\_\_\_ United City of Yorkville

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ Jetco. Ltd.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #10

Tracking Number

PW 2024-10

### Agenda Item Summary Memo

**Title:** 2024 Water Main Improvements – Contract B

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** 2024 Water Main Improvements Contract B – Recommendation to Award

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Award

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Jori Behland, City Clerk  
Rob Fredrickson, Finance Director

Date: January 10, 2024  
Subject: 2024 Water Main Improvements – Contract B (Fox Industrial Park)

---

Bids were received, opened and tabulated for work to be done on the 2024 Water Main Improvements – Contract B at 11:00 a.m., January 9, 2024. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. This project is a combination of water and roadway-related work. Water-related work consists of 92% of the work (\$2,524,056.25) and roadway 8% (\$210,588).

Due potential conflicts with a ComEd transformer and other existing conditions, we recommend the use of directional drilling utilized in Alternate A. The recommended award value will consist of the base bid plus Alternate A. The low bid was below our engineer's estimate and within the FY2025 budget.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Winner Excavating, Inc., 1211 Deer Street, Yorkville, IL 60560, in the total amount of **\$2,734,644.25**.

If you have any questions or require additional information, please let us know.

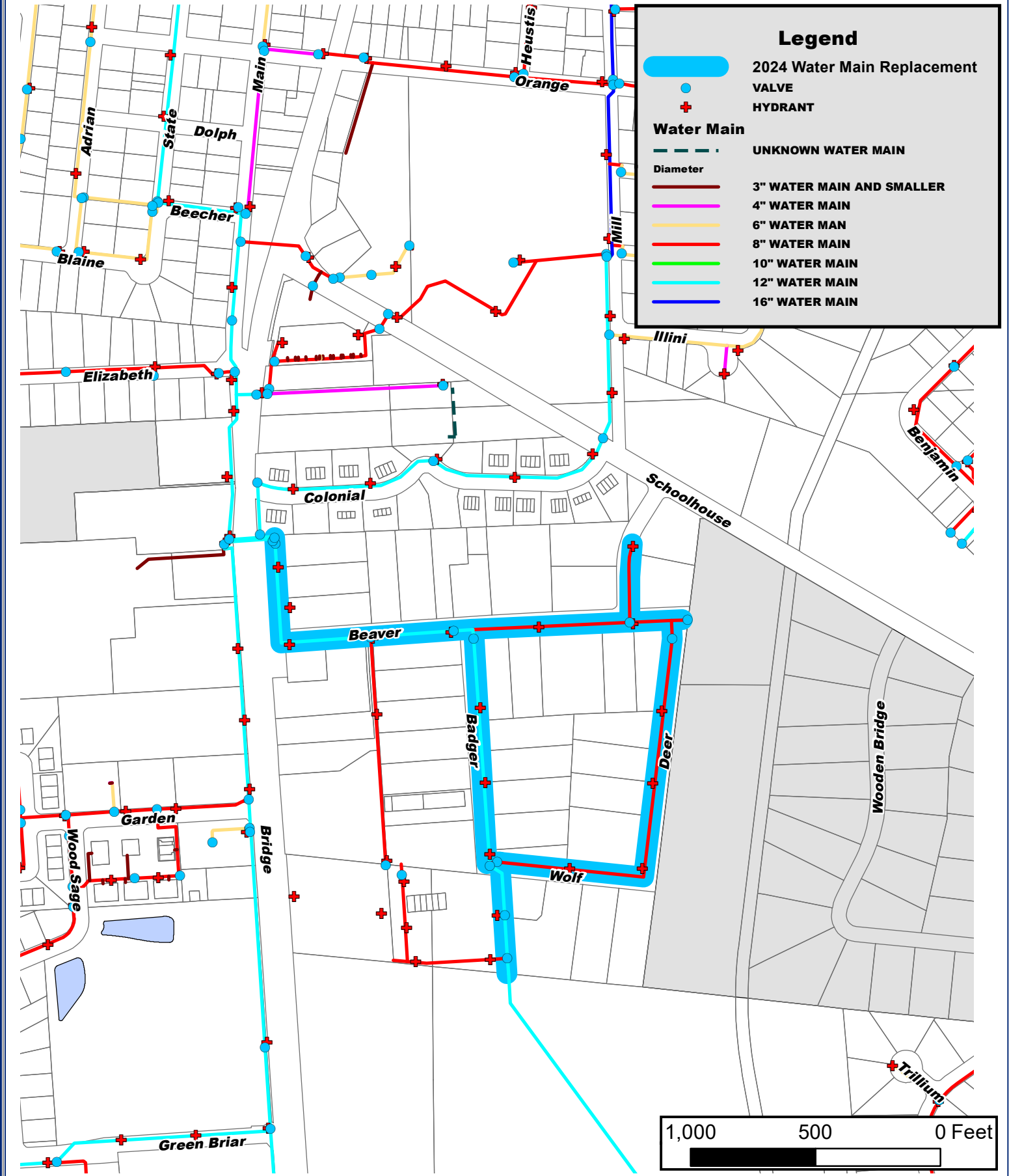
**BID SUMMARY**  
**2024 WATER MAIN IMPROVEMENTS-CONTRACT B**  
**UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 11:00 A.M. 01/09/2024	<b>ENGINEER'S ESTIMATE</b> 52 Wheeler Road Sugar Grove, IL 60554	<b>H. Linden &amp; Sons Sewer and Water, Inc.</b> 722 E. South St., Unit D Plano, IL-60545	<b>Kane County Excavating</b> PO Box 554 Hampshire, IL-60140	<b>Performance Const &amp; Eng LLC</b> 217 W. John Street Plano, IL-60545
<b>BASE BID TOTAL</b>	\$2,851,249.10	\$2,853,784.10	\$2,804,870.07	\$2,985,270.00
<b>ALTERNATE A TOTAL</b>	\$57,350.00	\$93,000.00	\$75,950.00	\$74,400.00
<b>ALTERNATE B TOTAL</b>	\$77,500.00	N/A	\$46,035.00	\$69,750.00
<b>BID BOND</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>SIGNED BID</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 1</b>		<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 01/09/2024	<b>Swallow Construction</b> 490 Topsoil Drive West Chicago, IL-60185	<b>J. Congdon Sewer Service, Inc.</b> 170-A Alexandra Way Carol Stream, IL-60188	<b>Winner Excavating, Inc.</b> 1211 Deer St Yorkville, IL-60560	<b>D. Construction, Inc.</b> 1488 S. Broadway Coal City, IL-60416
<b>BASE BID TOTAL</b>	\$3,098,624.90	\$3,400,730.70	\$2,666,444.25	\$3,136,551.65
<b>ALTERNATE A TOTAL</b>	\$77,500.00	\$116,250.00	\$68,200.00	\$93,000.00
<b>ALTERNATE B TOTAL</b>	\$69,750.00	\$72,850.00	\$53,010.00	\$69,130.00
<b>BID BOND</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 1</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 01/09/2024	<b>PirTano Construction Co., Inc.</b> 1766 Armitage Court Addison, IL-60101	<b>Trine Construction</b> 1041 Trine Ct St. Charles, IL-60174	<b>Acqua Contractors</b> 551 S IL Route 83 Elmhurst, IL-60126	
<b>BASE BID TOTAL</b>	\$2,731,430.94	\$4,294,367.21	\$3,195,380.00	
<b>ALTERNATE A TOTAL</b>	\$59,210.00	\$194,270.80	\$108,500.00	
<b>ALTERNATE B TOTAL</b>	\$34,100.00	\$116,715.00	\$85,250.00	
<b>BID BOND</b>	<b>X</b>	<b>X</b>	<b>X</b>	
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>	<b>X</b>	
<b>ADDENDUM NO. 1</b>	<b>X</b>	<b>X</b>	<b>X</b>	



BID TABULATION 2024 WATER MAIN IMPROVEMENTS-CONTRACT B UNITED CITY OF YORKVILLE																											
				BID TABULATION BIDS RECD 1/9/2024		Winniger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		PirTano Construction Co., Inc. 1766 Armitage Court Addison, IL-60101		Kane County Excavating PO Box 554 Hampshire, IL-60140		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Performance Const & Eng LLC 217 W. John Street Plano, IL-60545		Swallow Construction 490 Topsol Drive West Chicago, IL-60185		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		Acqua Contractors 551 S IL Route 83 Elmhurst, IL-60126		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		Trine Construction 1041 Trine Ct St. Charles, IL-60174		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL	EACH	9	\$ 200.00	\$ 1,800.00	\$ 900.00	\$ 8,100.00	\$ 400.00	\$ 3,600.00	\$ 500.00	\$ 4,500.00	\$ 325.00	\$ 2,925.00	\$ 580.00	\$ 5,220.00	\$ 1,000.00	\$ 9,000.00	\$ 614.55	\$ 5,530.95	\$ 580.00	\$ 5,220.00	\$ 1,024.00	\$ 9,216.00	\$ 35.00	\$ 315.00		
2	TREE ROOT PRUNING	EACH	2	\$ 200.00	\$ 400.00	\$ 112.00	\$ 224.00	\$ 500.00	\$ 1,000.00	\$ 180.00	\$ 360.00	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 211.92	\$ 423.84	\$ 200.00	\$ 400.00	\$ 128.00	\$ 256.00	\$ 500.00	\$ 1,000.00		
3	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	2	\$ 5,300.00	\$ 10,600.00	\$ 6,080.00	\$ 12,160.00	\$ 6,800.00	\$ 13,600.00	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 30,000.00	\$ 12,500.00	\$ 25,000.00	\$ 4,000.00	\$ 8,000.00	\$ 15,000.00	\$ 30,000.00	\$ 6,000.00	\$ 12,000.00	\$ 10,500.00	\$ 21,000.00	\$ 4,500.00	\$ 9,000.00		
4	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	3	\$ 4,300.00	\$ 12,900.00	\$ 5,655.00	\$ 16,965.00	\$ 4,900.00	\$ 14,700.00	\$ 3,000.00	\$ 9,000.00	\$ 12,000.00	\$ 36,000.00	\$ 10,500.00	\$ 31,500.00	\$ 2,000.00	\$ 6,000.00	\$ 12,000.00	\$ 36,000.00	\$ 5,000.00	\$ 15,000.00	\$ 7,000.00	\$ 21,000.00	\$ 3,500.00	\$ 10,500.00		
5	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	2,220	\$ 240.00	\$ 532,800.00	\$ 202.50	\$ 449,550.00	\$ 194.50	\$ 431,790.00	\$ 209.00	\$ 463,980.00	\$ 250.00	\$ 555,000.00	\$ 275.00	\$ 610,500.00	\$ 252.00	\$ 559,440.00	\$ 300.00	\$ 666,000.00	\$ 240.00	\$ 532,800.00	\$ 445.90	\$ 989,898.00	\$ 215.00	\$ 477,300.00		
6	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	1,303	\$ 192.00	\$ 250,176.00	\$ 165.00	\$ 214,995.00	\$ 161.80	\$ 210,825.40	\$ 158.00	\$ 205,874.00	\$ 200.00	\$ 260,600.00	\$ 225.00	\$ 293,175.00	\$ 216.00	\$ 281,448.00	\$ 275.00	\$ 358,325.00	\$ 190.00	\$ 247,570.00	\$ 376.50	\$ 490,579.50	\$ 175.00	\$ 228,025.00		
7	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	2,038	\$ 175.00	\$ 356,650.00	\$ 145.00	\$ 295,510.00	\$ 146.50	\$ 298,567.00	\$ 125.00	\$ 254,750.00	\$ 150.00	\$ 305,700.00	\$ 185.00	\$ 377,030.00	\$ 168.00	\$ 342,384.00	\$ 235.00	\$ 478,930.00	\$ 170.00	\$ 346,460.00	\$ 321.50	\$ 655,217.00	\$ 125.00	\$ 254,750.00		
8	BUTTERFLY VALVE IN 60" VAULT, 16-INCH	EACH	6	\$ 12,000.00	\$ 72,000.00	\$ 10,500.00	\$ 63,000.00	\$ 13,800.00	\$ 82,800.00	\$ 11,800.00	\$ 70,800.00	\$ 15,000.00	\$ 90,000.00	\$ 11,500.00	\$ 69,000.00	\$ 15,305.00	\$ 91,830.00	\$ 13,000.00	\$ 78,000.00	\$ 10,000.00	\$ 60,000.00	\$ 17,843.84	\$ 107,063.04	\$ 10,000.00	\$ 60,000.00		
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	4	\$ 10,500.00	\$ 42,000.00	\$ 7,335.00	\$ 29,340.00	\$ 9,300.00	\$ 37,200.00	\$ 8,000.00	\$ 32,000.00	\$ 12,000.00	\$ 48,000.00	\$ 8,000.00	\$ 32,000.00	\$ 11,000.00	\$ 44,000.00	\$ 9,000.00	\$ 36,000.00	\$ 9,000.00	\$ 36,000.00	\$ 14,070.20	\$ 56,280.80	\$ 7,000.00	\$ 28,000.00		
10	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	6	\$ 6,500.00	\$ 39,000.00	\$ 5,525.00	\$ 33,150.00	\$ 7,500.00	\$ 45,000.00	\$ 6,000.00	\$ 36,000.00	\$ 10,000.00	\$ 60,000.00	\$ 6,000.00	\$ 36,000.00	\$ 9,000.00	\$ 54,000.00	\$ 7,000.00	\$ 42,000.00	\$ 8,000.00	\$ 48,000.00	\$ 10,096.78	\$ 60,580.68	\$ 5,000.00	\$ 30,000.00		
11	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 12-INCH	EACH	1	\$ 5,900.00	\$ 5,900.00	\$ 5,000.00	\$ 5,000.00	\$ 6,550.00	\$ 6,550.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00	\$ 7,732.96	\$ 7,732.96	\$ 3,000.00	\$ 3,000.00		
12	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 8-INCH	EACH	2	\$ 3,300.00	\$ 6,600.00	\$ 2,965.00	\$ 5,930.00	\$ 4,750.00	\$ 9,500.00	\$ 3,000.00	\$ 6,000.00	\$ 6,500.00	\$ 13,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,250.00	\$ 8,500.00	\$ 5,000.00	\$ 10,000.00	\$ 5,494.18	\$ 10,988.36	\$ 2,750.00	\$ 5,500.00		
13	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 6-INCH	EACH	2	\$ 2,400.00	\$ 4,800.00	\$ 2,330.00	\$ 4,660.00	\$ 4,750.00	\$ 9,500.00	\$ 2,500.00	\$ 5,000.00	\$ 6,000.00	\$ 12,000.00	\$ 2,800.00	\$ 5,600.00	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,685.70	\$ 9,371.40	\$ 2,500.00	\$ 5,000.00		
14	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	18	\$ 10,500.00	\$ 189,000.00	\$ 8,090.00	\$ 145,620.00	\$ 6,500.00	\$ 117,000.00	\$ 8,000.00	\$ 144,000.00	\$ 13,000.00	\$ 234,000.00	\$ 12,500.00	\$ 225,000.00	\$ 11,170.00	\$ 201,060.00	\$ 7,000.00	\$ 126,000.00	\$ 10,000.00	\$ 180,000.00	\$ 10,789.82	\$ 194,216.76	\$ 10,000.00	\$ 180,000.00		
15	SERVICE BOX COVER (SPECIAL)	EACH	3	\$ 300.00	\$ 900.00	\$ 146.00	\$ 438.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 165.00	\$ 495.00	\$ 500.00	\$ 1,500.00	\$ 714.80	\$ 2,144.40	\$ 500.00	\$ 1,500.00		
16	FIRE HYDRANT TO BE REMOVED	EACH	16	\$ 600.00	\$ 9,600.00	\$ 699.00	\$ 11,184.00	\$ 1,300.00	\$ 20,800.00	\$ 250.00	\$ 4,000.00	\$ 600.00	\$ 9,600.00	\$ 250.00	\$ 4,000.00	\$ 3,000.00	\$ 48,000.00	\$ 500.00	\$ 8,000.00	\$ 500.00	\$ 8,000.00	\$ 1,566.75	\$ 25,068.00	\$ 500.00	\$ 8,000.00		
17	DUCTILE IRON FITTINGS	LB	10,155	\$ 0.01	\$ 101.55	\$ 10.00	\$ 101,550.00	\$ 12.40	\$ 125,922.00	\$ 7.00	\$ 71,085.00	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 12.00	\$ 121,860.00		
18	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	231	\$ 70.00	\$ 16,170.00	\$ 167.00	\$ 38,577.00	\$ 75.50	\$ 17,440.50	\$ 150.00	\$ 34,650.00	\$ 80.00	\$ 18,480.00	\$ 200.00	\$ 46,200.00	\$ 231.00	\$ 53,361.00	\$ 160.00	\$ 36,960.00	\$ 50.00	\$ 11,550.00	\$ 247.83	\$ 57,248.73	\$ 65.00	\$ 15,015.00		
19	WATER MAIN PROTECTION, PVC C-900, 24-INCH	LF	84	\$ 110.00	\$ 9,240.00	\$ 223.00	\$ 18,732.00	\$ 150.00	\$ 12,600.00	\$ 220.00	\$ 18,480.00	\$ 130.00	\$ 10,920.00	\$ 225.00	\$ 18,900.00	\$ 306.00	\$ 25,704.00	\$ 220.00	\$ 18,480.00	\$ 60.00	\$ 5,040.00	\$ 322.99	\$ 27,131.16	\$ 85.00	\$ 7,140.00		
20	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 60.00	\$ 3,000.00	\$ 60.00	\$ 3,000.00	\$ 75.00	\$ 3,750.00	\$ 60.00	\$ 3,000.00	\$ 50.00	\$ 2,500.00	\$ 1.00	\$ 50.00	\$ 100.00	\$ 5,000.00	\$ 120.00	\$ 6,000.00	\$ 50.00	\$ 2,500.00	\$ 25.60	\$ 1,280.00	\$ 74.00	\$ 3,700.00		
21	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 60.00	\$ 3,000.00	\$ 60.00	\$ 3,000.00	\$ 75.00	\$ 3,750.00	\$ 60.00	\$ 3,000.00	\$ 50.00	\$ 2,500.00	\$ 1.00	\$ 50.00	\$ 50.00	\$ 2,500.00	\$ 120.00	\$ 6,000.00	\$ 50.00	\$ 2,500.00	\$ 25.60	\$ 1,280.00	\$ 74.00	\$ 3,700.00		
22	FOUNDATION MATERIAL	CY	100	\$ 1.00	\$ 100.00	\$ 110.00	\$ 11,000.00	\$ 50.00	\$ 5,000.00	\$ 1.00	\$ 100.00	\$ 40.00	\$ 4,000.00	\$ 65.00	\$ 6,500.00	\$ 60.00	\$ 6,0										

BID TABULATION 2024 WATER MAIN IMPROVEMENTS-CONTRACT B UNITED CITY OF YORKVILLE																										
			BID TABULATION BIDS RECD    1/9/2024		Winniger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		PirTano Construction Co., Inc. 1766 Armitage Court Addison, IL-60101		Kane County Excavating PO Box 554 Hampshire, IL-60140		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Performance Const & Eng LLC 217 W. John Street Plano, IL-60545		Swallow Construction 490 Topsoli Drive West Chicago, IL-60185		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		Acqua Contractors 551 S IL Route 83 Elmhurst, IL-60126		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		Trine Construction 1041 Trine Ct St. Charles, IL-60174		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
46	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	3,777	\$ 50.00	\$ 188,850.00	\$ 48.00	\$ 181,296.00	\$ 51.50	\$ 194,515.50	\$ 47.00	\$ 177,519.00	\$ 45.00	\$ 169,965.00	\$ 43.00	\$ 162,411.00	\$ 60.00	\$ 226,620.00	\$ 50.00	\$ 188,850.00	\$ 45.00	\$ 169,965.00	\$ 50.88	\$ 192,173.76	\$ 50.00	\$ 188,850.00	
47	SANITARY MANHOLE TO BE ADJUSTED	EACH	10	\$ 1,100.00	\$ 11,000.00	\$ 809.00	\$ 8,090.00	\$ 950.00	\$ 9,500.00	\$ 1,500.00	\$ 15,000.00	\$ 1,200.00	\$ 12,000.00	\$ 825.00	\$ 8,250.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,100.00	\$ 11,000.00	\$ 1,323.00	\$ 13,230.00	\$ 1,400.00	\$ 14,000.00	
48	MANHOLE TO BE ADJUSTED	EACH	2	\$ 750.00	\$ 1,500.00	\$ 416.00	\$ 832.00	\$ 450.00	\$ 900.00	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 350.00	\$ 700.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 920.00	\$ 1,840.00	\$ 976.12	\$ 1,952.24	\$ 800.00	\$ 1,600.00	
49	INLET TO BE ADJUSTED	EACH	17	\$ 600.00	\$ 10,200.00	\$ 416.00	\$ 7,072.00	\$ 450.00	\$ 7,650.00	\$ 1,000.00	\$ 17,000.00	\$ 550.00	\$ 9,350.00	\$ 225.00	\$ 3,825.00	\$ 800.00	\$ 13,600.00	\$ 1,400.00	\$ 23,800.00	\$ 890.00	\$ 15,130.00	\$ 521.12	\$ 8,859.04	\$ 850.00	\$ 14,450.00	
50	HOT-MIX ASPHALT DRIVEWAY REMOVAL	SY	1,136	\$ 10.50	\$ 11,928.00	\$ 13.00	\$ 14,768.00	\$ 11.50	\$ 13,064.00	\$ 10.00	\$ 11,360.00	\$ 11.30	\$ 12,836.80	\$ 13.00	\$ 14,768.00	\$ 15.00	\$ 17,040.00	\$ 12.00	\$ 13,632.00	\$ 11.30	\$ 12,836.80	\$ 15.36	\$ 17,448.96	\$ 5.00	\$ 5,680.00	
51	HOT-MIX ASPHALT DRIVEWAY 3-INCH	SY	1,136	\$ 37.00	\$ 42,032.00	\$ 35.00	\$ 39,760.00	\$ 35.00	\$ 39,760.00	\$ 35.00	\$ 39,760.00	\$ 31.40	\$ 35,670.40	\$ 32.00	\$ 36,352.00	\$ 30.00	\$ 34,080.00	\$ 43.00	\$ 48,848.00	\$ 31.40	\$ 35,670.40	\$ 49.92	\$ 56,709.12	\$ 40.00	\$ 45,440.00	
52	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SY	217	\$ 19.00	\$ 4,123.00	\$ 16.00	\$ 3,472.00	\$ 16.00	\$ 3,472.00	\$ 10.00	\$ 2,170.00	\$ 14.00	\$ 3,038.00	\$ 14.00	\$ 3,038.00	\$ 20.00	\$ 4,340.00	\$ 15.00	\$ 3,255.00	\$ 20.00	\$ 4,340.00	\$ 15.36	\$ 3,333.12	\$ 24.00	\$ 5,208.00	
53	PORTLAND CEMENT CONCRETE DRIVEWAY 6-INCH	SY	217	\$ 125.00	\$ 27,125.00	\$ 112.00	\$ 24,304.00	\$ 155.00	\$ 33,635.00	\$ 100.00	\$ 21,700.00	\$ 100.00	\$ 21,700.00	\$ 100.00	\$ 21,700.00	\$ 100.00	\$ 21,700.00	\$ 110.00	\$ 23,870.00	\$ 99.00	\$ 21,483.00	\$ 134.40	\$ 29,164.80	\$ 105.00	\$ 22,785.00	
54	AGGREGATE SHOULDER REMOVAL AND REPLACEMENT	SY	92	\$ 40.00	\$ 3,680.00	\$ 19.00	\$ 1,748.00	\$ 16.50	\$ 1,518.00	\$ 20.00	\$ 1,840.00	\$ 35.00	\$ 3,220.00	\$ 43.00	\$ 3,956.00	\$ 20.00	\$ 1,840.00	\$ 32.00	\$ 2,944.00	\$ 12.00	\$ 1,104.00	\$ 64.00	\$ 5,888.00	\$ 40.00	\$ 3,680.00	
55	MAILBOX TO BE REMOVED AND RESET	EACH	4	\$ 200.00	\$ 800.00	\$ 648.00	\$ 2,592.00	\$ 750.00	\$ 3,000.00	\$ 200.00	\$ 800.00	\$ 300.00	\$ 1,200.00	\$ 200.00	\$ 800.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00	\$ 525.00	\$ 2,100.00	\$ 300.00	\$ 1,200.00	
56	SIGN TO BE REMOVED AND RESET	EACH	3	\$ 200.00	\$ 600.00	\$ 162.00	\$ 486.00	\$ 750.00	\$ 2,250.00	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 684.00	\$ 2,052.00	\$ 200.00	\$ 600.00	
57	LANDSCAPING TO BE REMOVED AND RESET	EACH	6	\$ 1,000.00	\$ 6,000.00	\$ 3,363.00	\$ 20,178.00	\$ 750.00	\$ 4,500.00	\$ 2,000.00	\$ 12,000.00	\$ 1,200.00	\$ 7,200.00	\$ 500.00	\$ 3,000.00	\$ 200.00	\$ 1,200.00	\$ 1,600.00	\$ 9,600.00	\$ 1,200.00	\$ 7,200.00	\$ 5,250.00	\$ 31,500.00	\$ 100.00	\$ 600.00	
58	RESTORATION	SY	3,500	\$ 10.00	\$ 35,000.00	\$ 17.00	\$ 59,500.00	\$ 9.75	\$ 34,125.00	\$ 10.00	\$ 35,000.00	\$ 13.00	\$ 45,500.00	\$ 12.00	\$ 42,000.00	\$ 20.00	\$ 70,000.00	\$ 12.00	\$ 42,000.00	\$ 15.00	\$ 52,500.00	\$ 15.36	\$ 53,760.00	\$ 20.00	\$ 70,000.00	
59	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 91,000.00	\$ 91,000.00	\$ 36,184.00	\$ 36,184.00	\$ 40,000.00	\$ 40,000.00	\$ 335,200.00	\$ 335,200.00	\$ 254,046.10	\$ 254,046.10	\$ 165,000.00	\$ 165,000.00	\$ 30,000.00	\$ 30,000.00	\$ 111,807.61	\$ 111,807.61	\$ 540,000.00	\$ 540,000.00	\$ 113,818.43	\$ 113,818.43	\$ 50,000.00	\$ 50,000.00	
60	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	
BASE BID TOTAL					\$ 2,666,444.25		\$ 2,731,405.00		\$ 2,804,870.07		\$ 2,853,784.10		\$ 2,985,270.00		\$ 3,098,624.90		\$ 3,136,551.65		\$ 3,195,380.00		\$ 3,400,730.70		\$ 4,294,367.21		\$ 2,851,249.10	
CORRECTED NUMBERS FROM BID																										
ALTERNATE A - DIRECTIONAL DRILL (STA. 85+48 TO 88+58)																										
WATER MAIN, 12-INCH D.I.P, DIRECTIONAL DRILL		LF	310	\$ 220.00	\$ 68,200.00	\$ 191.00	\$ 59,210.00	\$ 245.00	\$ 75,950.00	\$ 300.00	\$ 93,000.00	\$ 240.00	\$ 74,400.00	\$ 250.00	\$ 77,500.00	\$ 300.00	\$ 93,000.00	\$ 350.00	\$ 108,500.00	\$ 375.00	\$ 116,250.00	\$ 626.68	\$ 194,270.80	\$ 185.00	\$ 57,350.00	
ALTERNATE A TOTAL				\$ 68,200.00		\$ 59,210.00		\$ 75,950.00		\$ 93,000.00		\$ 74,400.00		\$ 77,500.00		\$ 93,000.00		\$ 108,500.00		\$ 116,250.00		\$ 194,270.80		\$ 57,350.00		
ALTERNATE B - OPEN CUT (STA. 85+48 TO 88+58)																										
WATER MAIN, 12-INCH D.I.P, OPEN CUT		LF	310	\$ 171.00	\$ 53,010.00	\$ 110.00	\$ 34,100.00	\$ 148.50	\$ 46,035.00	N/A	N/A	\$ 225.00	\$ 69,750.00	\$ 225.00	\$ 69,750.00	\$ 223.00	\$ 69,130.00	\$ 275.00	\$ 85,250.00	\$ 235.00	\$ 72,850.00	\$ 376.50	\$ 116,715.00	\$ 250.00	\$ 77,500.00	
ALTERNATE B TOTAL				\$ 53,010.00		\$ 34,100.00		\$ 46,035.00		N/A		\$ 69,750.00		\$ 69,750.00		\$ 69,130.00		\$ 85,250.00		\$ 72,850.00		\$ 116,715.00		\$ 77,500.00		
BASE BID + ALTERNATE A				\$ 2,734,644.25		\$ 2,790,615.00		\$ 2,880,820.07		\$ 2,946,784.10		\$ 3,059,670.00		\$ 3,176,124.90		\$ 3,229,551.65		\$ 3,303,880.00		\$ 3,516,980.70		\$ 4,488,638.01		\$ 2,908,599.10		
ABOVE/BELOW ENGINEERS ESTIMATE (BASE BID)																										
ABOVE/BELOW ENGINEERS ESTIMATE (BASE BID + ALTERNATE A)																										



**Engineering Enterprises, Inc.**

52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
www.eeiweb.com

DATE:	MAY 2023
PROJECT NO.:	YO2315
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2315_2024 Water Main Replacement Contract B.MXD

**2024 WATER MAIN  
REPLACEMENT - CONTRACT B**



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #11

Tracking Number

PW 2024-11

### Agenda Item Summary Memo

**Title:** 2024 Water Main Improvements – Contract B (Fox Industrial) – Construction Engineering

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** Please see the attached memo.

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: January 11, 2024  
Subject: 2024 Watermain Improvements – Contract B (Fox Industrial) –  
construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI for the 2024 Watermain Improvements Contract B (Fox Industrial) project.

## **Background**

This item was last discussed in May 2023, when the City Council approved two design engineering contracts (A and B) for the 2024 watermain replacement program. Since then, EEI has completed the design, put the project out to bid, and is recommending awarding the Contract B work to Winner Excavating. If approved at the January 23<sup>rd</sup> City Council meeting, work would likely begin in March/April and be complete by mid-August. Accordingly, EEI has submitted a construction engineering contract for the project.

The agreement submitted by EEI covers construction engineering services only. The total cost of the contract is estimated at \$235,234. Funds for this contract are included in the FY 24 budget and proposed FY 25 budget.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI for the 2024 Watermain Improvements Contract B (Fox Industrial) project.

**2024 Water Main Improvements – Contract B (Fox Industrial)**  
**United City of Yorkville**  
**Professional Services Agreement – Construction Engineering**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The ENGINEER shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 2,038 linear feet of 8-inch, 1,613 linear feet of 12-inch, and 2,303 linear feet of 16-inch water main improvements, as well as roadway resurfacing and curb and gutter improvements along Beaver Street, Badger Street, Wolf Street, and Deer Street (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$221,584. Direct expenses are estimated at \$13,650. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.



#### **E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without Contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

#### **F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

#### **G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

#### **H. Certifications:**

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:   x   United States Citizen        Resident Alien        Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one):        Individual        Real Estate Agent        Sole Proprietorship        Government Entity        Partnership        Tax Exempt Organization (IRC 501(a) only)   x   Corporation        Not for Profit Corporation        Trust or Estate        Medical and Health Care Services Provider Corp.

#### **I. Indemnification:**

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally

or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services
<b>Attachment C:</b>	Estimate of Level of Effort and Associated Cost
<b>Attachment D:</b>	Anticipated Project Schedule
<b>Attachment E:</b>	Location Map
<b>Attachment F:</b>	2023 Standard Schedule of Charges

**L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

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John Purcell  
Mayor

---

Brad Sanderson, P.E.  
Chief Operating Officer / President

---

Jori Behland  
City Clerk

---

Angie Smith  
Executive Assistant

## STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, 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 OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of

profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar 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 adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Fiduciary Duty:** Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**Attachment B – Scope of Services**  
**2024 Water Main Improvements – Contract B (Fox Industrial)**  
**United City of Yorkville**

The United City of Yorkville intends to install approximately 2,038 linear feet of 8-inch, 1,613 linear feet of 12-inch, and 2,303 linear feet of 16-inch water main improvements, as well as roadway resurfacing and curb and gutter improvements along Beaver Street, Badger Street, Wolf Street, and Deer Street.

Our proposed scope of services for **Construction Engineering** will include the following:

**3.1 Construction Administration**

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

**3.2 Construction Layout and Record Drawings**

- Stake Proposed Water Main
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

**3.3 Construction Observation and Documentation**

- Review Staked Water Main
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

**The following scope of services will be provided by EEI's Subconsultant:**

- Rubino Engineering – Material Testing for Quality Assurance

The above scope for “2024 Water Main Improvements – Contract B (Fox Industrial)” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.

# ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2315-P				
PROJECT TITLE					DATE			PREPARED BY	
2024 Water Main Improvements - Contract B (Fox Industrial)					1/10/24			KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$162	\$146	\$204	\$167	\$162	\$70		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		10	48	60	49	-	-	-	2	169	\$ 29,196
3.2	Construction Layout and Record Drawings		-	6	-	4	9	50	18	-	87	\$ 14,910
3.3	Observation and Documentation		2	62	44	1,074	-	-	-	6	1,188	\$177,478
Construction Engineering Subtotal:			12	116	104	1,127	9	50	18	8	1,444	\$221,584
PROJECT TOTAL:			12	116	104	1,127	9	50	18	8	1,444	221,584

## DIRECT EXPENSES

Printing/Scanning =	\$ 150
Vehicle =	\$ 6,500
Material Testing =	\$ 7,000
Environmental Assessment =	\$ -
<b>DIRECT EXPENSES =</b>	<b>\$ 13,650</b>

## LABOR SUMMARY

EEL Labor Expenses =	\$208,482
Surveying Expenses =	\$ 13,102
Drafting Expenses =	\$ -
<b>TOTAL LABOR EXPENSES</b>	<b>\$221,584</b>

## TOTAL COSTS

**\$235,234**



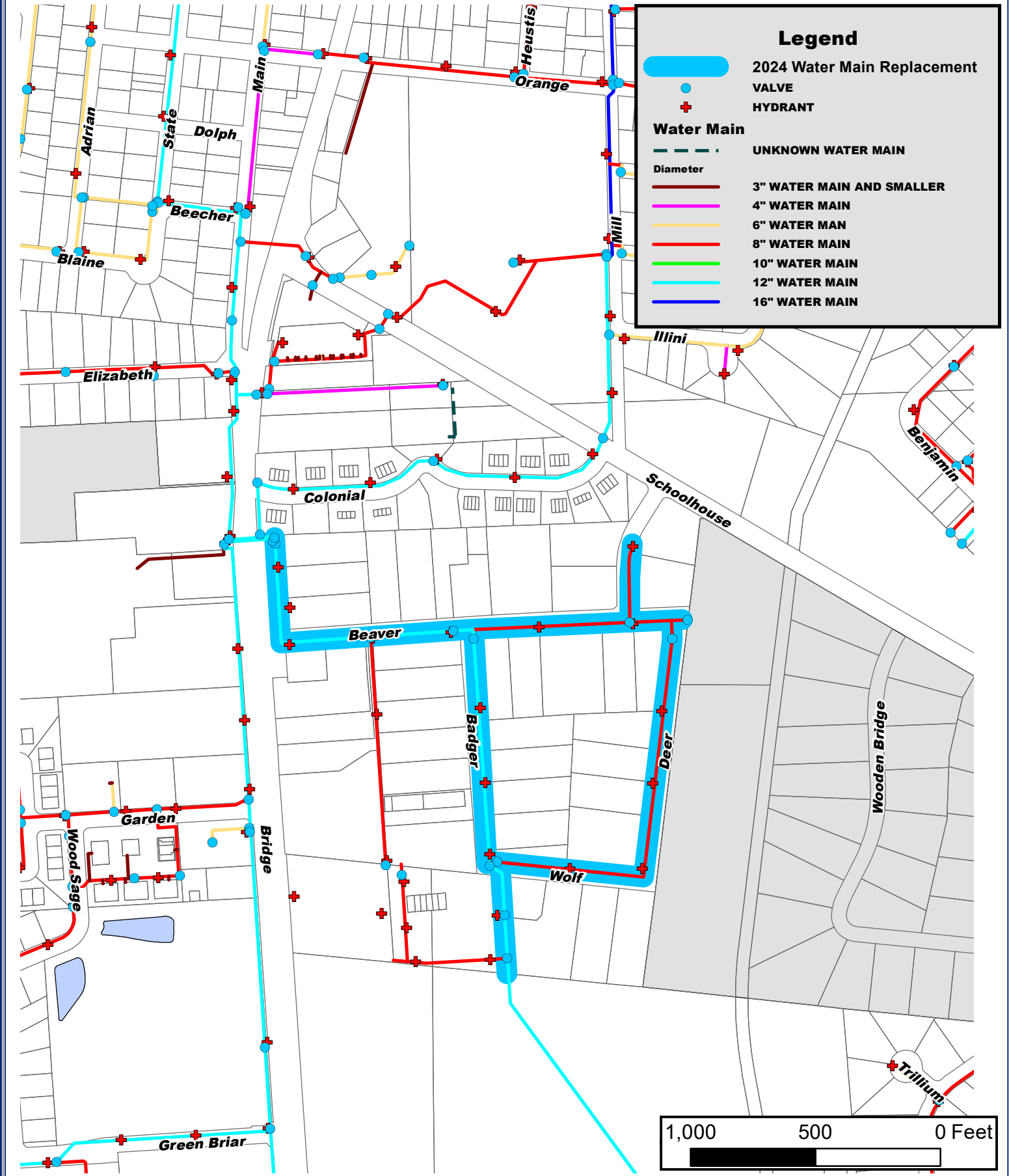


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2315-P	
PROJECT TITLE		DATE	PREPARED BY
2024 Water Main Improvements - Contract B (Fox Industrial)		1/10/2024	KDW

TASK NO.	TASK DESCRIPTION	2024																											
		March				April				May				June				July				August							
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
CONSTRUCTION ENGINEERING																													
3.1	Contract Administration																												
3.2	Construction Layout and Record Drawings																												
3.3	Observation and Documentation - Water Main																												





**Engineering Enterprises, Inc.**

52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
www.eeiweb.com

DATE:	MAY 2023
PROJECT NO.:	YO2315
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2315_2024 Water Main Replacement Contract B.MXD

**2024 WATER MAIN  
REPLACEMENT - CONTRACT B  
ATTACHMENT E**



# Engineering Enterprises, Inc.

ATTACHMENT F

## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 216.00
Expert Testimony		\$ 271.00



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #12

Tracking Number

PW 2024-12

### Agenda Item Summary Memo

**Title:** Public Works Building – Architect Contract with Kluber, Inc.

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

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# Document B133® – 2019

## ***Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition***

**AGREEMENT** made as of the 10th day of January in the year Two Thousand Twenty-Four  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois 60560

and the Architect:  
(Name, legal status, address, and other information)

Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

for the following Project:  
(Name, location, and detailed description)

1370 – United City of Yorkville – New Public Works Facility

The Construction Manager (if known):  
(Name, legal status, address, and other information)

To be determined. Not selected at the time of this Agreement.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Architect's preliminary assumption (with site development) is twenty million dollars. (\$20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1. The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.



§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design: March 2024  
Design Development: May 2024  
Construction Documents: July 2024  
Procurement: July/August 2024

.2 Construction commencement date:

September 2024

.3 Substantial Completion date or dates:

July 2025, to be confirmed by Owner and Construction Manager.

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

*(Indicate agreement type.)*

☒ [ X ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ [ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

*(List number and type of bid/procurement packages.)*

Not anticipated.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address, and other contact information.)*

Bart Olson  
City Administrator  
United City of Yorkville

651 Prairie Pointe Drive  
Yorkville, IL 60560

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

None

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

To be determined.

.2 Land Surveyor:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

.3 Geotechnical Engineer:

Contracted through Engineering Enterprises, Inc.  
Rubino Engineering, Inc.  
425 Shepard Drive  
Elgin, IL 60123

.4 Civil Engineer:

Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)  
52 Wheeler Road  
Sugar Grove, IL 60554

.5 Other consultants and contractors:

*(List any other consultants and contractors retained by the Owner.)*

Construction Material Testing (To be determined).

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

*(List name, address, and other contact information.)*

Chris Hansen, AIA  
Project Manager  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506



§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Jeffrey Bruns  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

.2 Mechanical Engineer:

Donald Ware  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

.3 Electrical Engineer:

Michael Kluber  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

§ 1.1.12.2 Consultants retained under Supplemental Services:

Integrity Environmental Services, Inc (Fuel Station)  
1220 Iroquois Avenue, Suite 100  
Naperville, IL 60563

Commissioning  
TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA

Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero (\$ 1,000,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero (\$ 2,000,000.00 ) per claim and Five Million Dollars and Zero (\$ 5,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional



insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or



procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design

Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Procurement Phase Services

#### § 3.6.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any.

*(Paragraphs deleted)*

#### § 3.6.2 Competitive Bidding

§ 3.6.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

*(Paragraph deleted)*

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

1. providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;



- .2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and
- .4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.

§ 3.6.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.7 Construction Phase Services

#### § 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### § 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

*(Paragraph deleted)*

§ 3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

*(Paragraph deleted)*

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

*(Paragraph deleted)*

### **§ 3.7.3 Certificates for Payment to Construction Manager**

*(Paragraph deleted)*

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

*(Paragraph deleted)*

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.7.4 Submittals**

*(Paragraph deleted)*

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

*(Paragraph deleted)*

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take



appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

*(Paragraphs deleted)*

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

*(Paragraph deleted)*

### § 3.7.5 Changes in the Work

*(Paragraphs deleted)*

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

*(Paragraphs deleted)*

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

*(Paragraph deleted)*

### § 3.7.6 Project Completion

*(Paragraphs deleted)*

§ 3.7.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

*(Paragraph deleted)*

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.



§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	Architect
§ 4.1.1.2 Programming (Completed by Architect)	Architect
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	Architect
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants. Limited to as required for the Architect to prepare its Instruments of Service.	Architect

§ 4.1.1.22 Telecommunications/data design (Limited)	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Audio/Visual Systems Design	Owner
§ 4.1.1.31 Fuel Station Design	Architect
§ 4.1.1.32 Site Storage Bin Design	Architect
§ 4.1.1.33 Salt Dome Design	Architect

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§4.1.2.1.1 **Programing:** Completed by Architect under separate contract.

§4.1.2.1.2 **Site evaluation and planning:** Completed by Architect under separate contract.

§4.1.2.1.3 **Architectural Interior Design:**

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.
- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

§4.1.2.1.4 **Architect's Coordination of Owner's Consultants:** Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

§4.1.2.1.5 **Telecommunications/Data Systems Design:**

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

§4.1.2.1.6 **Door Control : Security Systems Design:**

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.



§ 4.1.2.1.7 **Commissioning:** Architect will retain Consultant for Commissioning services. Scope TBD.

§ 4.1.2.1.8 **Furniture, furnishings, and equipment design:** General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vendor will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
  - Fixed lifts
  - Lubrication and fluid equipment
  - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A/V systems

§ 4.1.2.1.9 **Fuel Station design:** Architect will retain Integrity Environmental Services, Inc. for the fueling station.

§ 4.1.2.1.10 **Site material storage bin design:** Architect provide design services for the site material storage bins.

§ 4.1.2.1.11 **Salt Dome design:** Architect will provide performance based specifications for salt dome structure.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

None.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to

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requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 36 ( thirty-six ) visits to the site by the Architect during construction assuming a construction duration of 18 months.
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.



§ 4.2.5 If the services covered by this Agreement have not been completed within 24 ( twenty-four ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall

require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager,



shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.



§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction



[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that



provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**.1 Stipulated Sum**  
(Insert amount)

\$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in §1.1.3.

Note: This Stipulated Sum includes a \$17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

**.2 Percentage Basis**  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

**.3 Other**  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 4.1.1.2 Programming:	Completed under separate contract.
§ 4.1.1.6 Site evaluation and planning:	Completed under separate contract.
§ 4.1.1.11 Architectural Interior Design	\$17,400.00**
§ 4.1.1.21 Architects coordination of the Owner's consultants	\$24,450.00**
§ 4.1.1.22 Telecommunications/data design	\$21,750.00**
§ 4.1.1.23 Security evaluation and planning:	\$14,790.00**
§ 4.1.1.24 Commissioning (TBD)	\$25,000.00 (Allowance)
§ 4.1.1.27 Furniture, furnishings, and equipment design	\$13,050.00**
§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)	\$25,730.00**
§ 4.1.1.32 Storage Bin Design	\$15,750.00**
§ 4.1.1.33 Salt Dome Design (delegated design)	\$9,750.00**

\*\* Denotes will be billed in proportion to Basic Services Phases noted in § 11.5.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-eight	percent (	28	%)
Construction Documents Phase	Thirty-six	percent (	36	%)
Procurement Phase	One		1	%
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

<b>Kluber Architects + Engineers Staff</b>	<b>Hourly Rate</b>
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00
Mark-up for hourly Projects (indirect costs, OH & P).....	20.0%



**Employee or Category**

**Rate (\$0.00)**

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

*(Paragraphs deleted)*

- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.0 %) of the expenses incurred. Estimated to be \$4,500.00 (excludes Owner's consultants).

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's

*(Paragraphs deleted)*

invoice but in the event no later than as required by statute for governmental entities.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Init.

§ 12.1 Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*
- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*
  - ☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
*(Insert the date of the E234-2019 incorporated into this agreement.)*
  - ☐ Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*
- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

John Purcell, Mayor  
*(Printed name and title)*

\_\_\_\_\_  
ARCHITECT (Signature)

Michael T. Kluber, President  
*(Printed name, title, and license number, if required)*



## **Additions and Deletions Report for** **AIA® Document B133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:16:23 ET on 12/21/2023.

### **PAGE 1**

**AGREEMENT** made as of the 10th day of January in the year Two Thousand Twenty-Four

...

United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois 60560

...

Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

...

1370 – United City of Yorkville – New Public Works Facility

...

To be determined. Not selected at the time of this Agreement.

### **PAGE 2**

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

...

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

...

Architect's preliminary assumption (with site development) is twenty million dollars. (\$20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1. The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.

### **PAGE 3**

Schematic Design: March 2024

Design Development: May 2024  
Construction Documents: July 2024  
Procurement: July/August 2024

...

September 2024

...

July 2025, to be confirmed by Owner and Construction Manager.

...

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Not anticipated.

...

None

...

Bart Olson  
City Administrator  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
**PAGE 4**

None

...

To be determined.

...

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

...

Contracted through Engineering Enterprises, Inc.  
Rubino Engineering, Inc.  
425 Shepard Drive  
Elgin, IL 60123

...

Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)



52 Wheeler Road  
Sugar Grove, IL 60554

...

Construction Material Testing (To be determined).

...

Chris Hansen, AIA  
Project Manager  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

PAGE 5

Jeffrey Bruns  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

...

Donald Ware  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

...

Michael Kluber  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

...

Integrity Environmental Services, Inc (Fuel Station)  
1220 Iroquois Avenue, Suite 100  
Naperville, IL 60563

Commissioning  
TBD

...

N/A

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero (\$ 1,000,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero (\$ 2,000,000.00 ) per claim and Five Million Dollars and Zero (\$ 5,000,000.00 ) in the aggregate.

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### **§ 3.6 Construction Phase Services**

#### **§ 3.6 Procurement Phase Services**

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201 2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### **§ 3.6.2 Evaluations of the Work**

##### **§ 3.6.2 Competitive Bidding**

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing



of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.5.2.2** The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;
- .2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and
- .4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.7 Construction Phase Services**

#### **§ 3.7.1 General**

**§ 3.7.1.1** The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

**§ 3.7.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.7.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### **§ 3.7.2 Evaluations of the Work**

**§ 3.7.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known



deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

~~§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

~~§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.~~

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

#### ~~§ 3.6.3 Certificates for Payment to Construction Manager~~

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

#### § 3.7.3 Certificates for Payment to Construction Manager

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.



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~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.~~

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~~§ 3.6.4 Submittals~~

§ 3.7.4 Submittals

~~§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.~~

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with



information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

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### § 3.7.5 Changes in the Work

#### § 3.6.5 Changes in the Work

~~§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

~~§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.~~

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

### § 3.6.6 Project Completion

#### § 3.6.6.1 The Architect shall:

- 1 — conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- 2 — issue Certificates of Substantial Completion;
- 3 — forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

- ~~.4 — issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

~~§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.~~

**§ 3.7.6 Project Completion**

~~§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.~~

~~§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.~~

§ 3.7.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

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§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	<u>Architect</u>
§ 4.1.1.2 Programming (Completed by Architect)	<u>Architect</u>
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	<u>Architect</u>
<del>§ 4.1.1.3 Multiple Preliminary Designs</del>	
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	<u>Architect</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Owner</u>
§ 4.1.1.10 Landscape design	<u>Owner</u>
§ 4.1.1.11 Architectural interior design	<u>Architect</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	<u>Construction Manager</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	<u>Architect</u>
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants. Limited to as required for the Architect to prepare its Instruments of Service.	<u>Architect</u>
<del>§ 4.1.1.21 Architect's coordination of the Owner's consultants</del>	
§ 4.1.1.22 Telecommunications/data design (Limited)	<u>Architect</u>
§ 4.1.1.23 Security evaluation and planning	<u>Architect</u>
§ 4.1.1.24 Commissioning	<u>Architect</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26 Historic preservation	<u>Not Provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29 Other Supplemental Services	<u>Not Provided</u>
§ 4.1.1.30 Audio/Visual Systems Design	<u>Owner</u>
§ 4.1.1.31 Fuel Station Design	<u>Architect</u>
§ 4.1.1.32 Site Storage Bin Design	<u>Architect</u>
§ 4.1.1.33 Salt Dome Design	<u>Architect</u>

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**§4.1.2.1.1 Programing:** Completed by Architect under separate contract.

**§4.1.2.1.2 Site evaluation and planning:** Completed by Architect under separate contract.

**§4.1.2.1.3 Architectural Interior Design:**

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.



- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

**§4.1.2.1.4 Architect's Coordination of Owner's Consultants:** Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

**§4.1.2.1.5 Telecommunications/Data Systems Design:**

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

**§4.1.2.1.6 Door Control : Security Systems Design:**

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

**§ 4.1.2.1.7 Commissioning:** Architect will retain Consultant for Commissioning services. Scope TBD.

**§ 4.1.2.1.8 Furniture, furnishings, and equipment design:** General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vender will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
  - Fixed lifts
  - Lubrication and fluid equipment
  - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A/V systems

**§ 4.1.2.1.9 Fuel Station design:** Architect will retain Integrity Environmental Services, Inc. for the fueling station.

**§ 4.1.2.1.10 Site material storage bin design:** Architect provide design services for the site material storage bins.

**§ 4.1.2.1.11 Salt Dome design:** Architect will provide performance based specifications for salt dome structure.

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None.

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- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 36 ( thirty-six ) visits to the site by the Architect during construction assuming a construction duration of 18 months.
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

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§ 4.2.5 If the services covered by this Agreement have not been completed within 24 ( twenty-four ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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[ X ] Litigation in a court of competent jurisdiction

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### ~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

### ~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

...

None

...

None



\$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in §1.1.3.

Note: This Stipulated Sum includes a \$17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

...

<u>§ 4.1.1.2 Programming:</u>	<u>Completed under separate contract.</u>
<u>§ 4.1.1.6 Site evaluation and planning:</u>	<u>Completed under separate contract.</u>
<u>§ 4.1.1.11 Architectural Interior Design</u>	<u>\$17,400.00**</u>
<u>§ 4.1.1.21 Architects coordination of the Owner's consultants</u>	<u>\$24,450.00**</u>
<u>§ 4.1.1.22 Telecommunications/data design</u>	<u>\$21,750.00**</u>
<u>§ 4.1.1.23 Security evaluation and planning:</u>	<u>\$14,790.00**</u>
<u>§ 4.1.1.24 Commissioning (TBD)</u>	<u>\$25,000.00 (Allowance)</u>
<u>§ 4.1.1.27 Furniture, furnishings, and equipment design</u>	<u>\$13,050.00**</u>
<u>§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)</u>	<u>\$25,730.00**</u>
<u>§ 4.1.1.32 Storage Bin Design</u>	<u>\$15,750.00**</u>
<u>§ 4.1.1.33 Salt Dome Design (delegated design)</u>	<u>\$9,750.00**</u>

\*\* Denotes will be billed in proportion to Basic Services Phases noted in § 11.5.

...

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as follows:

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Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty-eight</u>	percent (	<u>28</u>	%)
Construction Documents Phase	<u>Thirty-six</u>	percent (	<u>36</u>	%)
Procurement Phase	<u>One</u>		<u>1</u>	%
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

<b>Kluber Architects + Engineers Staff</b>	<b>Hourly Rate</b>
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00

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User Notes:

(963988804)

Interior Designer III .....	\$115.00
Interior Designer II .....	\$95.00
Interior Designer I .....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator .....	\$75.00
Project Coordinator.....	\$55.00
Mark-up for hourly Projects (indirect costs, OH & P).....	20.0%

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- ~~1~~ — Transportation and authorized out of town travel and subsistence;
- ~~2~~ — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~3~~ — Permitting and other fees required by authorities having jurisdiction over the Project;

...

- ~~8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~10~~ Site office expenses;
- ~~11~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- ~~12~~ Other similar Project related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.0 %) of the expenses incurred. Estimated to be \$4,500.00 (excludes Owner's consultants).

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~  
*(Insert rate of monthly or annual interest agreed upon.)*

~~—%—~~ invoice but in the event no later than as required by statute for governmental entities.

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§ 12.1 Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

...

John Purcell, Mayor

Michael T. Kluber, President


## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Jeffrey M. Bruns, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:16:23 ET on 12/21/2023 under Order No. 4104245145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Dated)





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #13

Tracking Number

PW 2024-13

### Agenda Item Summary Memo

**Title:** Public Works Building – EEI Contract

**Meeting and Date:** Public Works Committee – January 16, 2024

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval  
\_\_\_\_\_

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

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## **Agreement for Professional Services Yorkville Public Works Building**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

### **A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include survey and engineering services for the proposed public works building and associated site improvements on Lot 4 in the Yorkville Business Center off Boombah Boulevard as indicated on Attachment C and Attachment D in the location shown on Attachment F. Construction Engineering services are not included and would be provided in a separate agreement. All Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

### **B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

### **C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C (Preliminary) and Attachment D (Final). For Attachment C (Preliminary), the Yorkville Public Works Building will be paid for as a Lump Sum in the amount of \$63,171, and Direct Expenses are estimated in the amount of \$13,050 for a **Preliminary Engineering total of \$76,221**. For Attachment D (Final), the Yorkville Public Works Building will be paid for as a Lump Sum in the amount of \$78,215, and Direct Expenses are estimated in the amount of \$29,250 for a **Final Engineering total of \$107,465**. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.



**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1<sup>st</sup> of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1<sup>st</sup> of that same year.

**E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

**F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

**G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

**H. Certifications:**

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.



**Loan Default:** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment



under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: ☒ United States Citizen ☐ Resident Alien ☐ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

#### **I. Indemnification:**

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)





**K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

**Attachment A:** *Standard Terms and Conditions*

**Attachment B:** *Scope of Services*

**Attachment C:** *Estimated Level of Effort and Associated Cost – Preliminary*

**Attachment D:** *Estimated Level of Effort and Associated Cost - Final*

**Attachment E:** *Location Map*

**Attachment F:** *Anticipated Project Schedule*

**Attachment G:** *2023 Standard Schedule of Charges*

**L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

*City Administrator and City Clerk  
United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois 60115*

For the ENGINEER:

*Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, Illinois 60554*

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*United City of Yorkville:*

*Engineering Enterprises, Inc.:*

\_\_\_\_\_  
*John Purcell  
Mayor*

\_\_\_\_\_  
*Bradley P. Sanderson, P.E.  
Chief Operating Officer/President*

\_\_\_\_\_  
*Jori Behland  
City Clerk*

\_\_\_\_\_  
*Curtis P. Dettmann, P.E.  
Senior Project Manager*



## STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, 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 OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of



profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar 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 adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Fiduciary Duty:** Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**Yorkville Public Works Building  
United City of Yorkville, IL  
Professional Services Agreement - Design Engineering**

**Attachment B – Scope of Services**

The United City of Yorkville desires to design a new public works building and associated site improvements on Lot 4 of the Yorkville Business Center off Boombah Boulevard. An exhibit depicting the conceptual design of the proposed building and site improvements is attached. The work items to complete the design are as follows:

**PRELIMINARY DESIGN ENGINEERING – YORKVILLE PUBLIC WORKS BUILDING**

**1.1 Project Management and Coordination**

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City, Architect, and Sub-Consultants

**1.2 Project Meetings**

- Project Kick-Off Meeting Between the City, EEI, Architect, and Sub-Consultants (as needed)
- Three (3) Virtual Progress Meetings Between the City, EEI, Architect, and Sub-Consultants (as needed)
- Three (3) In-Person Progress Meeting Between the City, EEI, Architect, and Sub-Consultants (as needed)

**1.3 Topographic and Boundary Survey**

- Field Survey of Lot 4 in Yorkville Business Center including adjacent parkway and Boombah Boulevard.
- Boundary Survey of Project Limits
- Drafting to Create Base File

**1.4 Dry Utility Coordination**

- Design JULIE
- Preliminary Plan Submission and Coordinate with Private Utilities

**1.5 Preliminary Plans and Estimates**

- Preparation of Preliminary Engineering Plans
- Assist Architect with Design of Material Storage Bins and Salt Dome
- Preparation of a Preliminary Storm Water Report
- Preparation of a Preliminary Engineer's Opinion of Probable Construction Cost
- Preliminary Plan Submittal to the City

**DIRECT EXPENSES**

The following scope of services will be provided by EEI's subconsultant's:

- Additional Soil Borings and Geotechnical Report – Rubino (Scope in Exhibit A)
- Preparation of Preliminary Landscape Architecture Plans – Hey and Associates, Inc. (Scope in Exhibit B)



**FINAL DESIGN ENGINEERING – YORKVILLE PUBLIC WORKS BUILDING****2.1 Project Management and Coordination**

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City, Architect, and Sub-Consultants

**2.2 Project Meetings**

- Three (3) Virtual Progress Meetings Between the City, EEI, Architect, and Sub-Consultants (as needed)
- Three (3) In-Person Progress Meetings Between the City, EEI, and Architect

**2.3 Dry Utility Coordination**

- Coordinate Design with Dry Utility Companies including but not limited to AT&T, Nicor, Comcast, and ComEd
- Preparation of Drawings and Exhibits

**2.4 Final Plans, Specifications, and Estimates**

- Preparation of 90%, and 100% Engineering Plans
- Assist Architect with Design of Material Storage Bins and Salt Dome
- Preparation of a Final Storm Water Report
- Preparation of Final Engineer's Opinion of Probable Construction Cost

**2.5 Regulatory Agency Coordination and Permitting**

- Prepare Storm Water Permit Application
- Prepare IHPA and IDNR Endangered Species Applications
- Prepare IEPA NPDES NOI Construction Permit Application
- Prepare IEPA Sanitary and Watermain Permit Applications
- Prepare Yorkville - Bristol Sanitary District Permit Application

**2.6 Bidding Coordination**

- Attend Pre-Bid Meeting
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening

**DIRECT EXPENSES**

The following scope of services will be provided by EEI's subconsultant's:

- Additional Soil Borings and Geotechnical Report – Rubino Engineering (Scope in Exhibit A)
- Preparation of Final Landscape Architecture Plans – Hey and Associates, Inc. (Scope in Exhibit B)

**EXCLUSIONS**

The above scope of services for the Yorkville Public Works Building excludes the following:

- Contract Preparation and Bidding Documents (To be Completed by CM)
- Easement Negotiations
- Land Acquisition
- Environmental Surveys Including but Not Limited to Tree Surveys
- Plat of Survey or ALTA Survey
- Meetings beyond those shown (can be attended on a per meeting basis)
- Wetland delineation, mitigation, or permitting





- Floodplain study or permitting
- Construction Phase Services

The above scope for "Yorkville Public Works Building" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.





December 7, 2023

To: Curtis P. Dettmann, P.E.  
Senior Project Manager  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, Illinois 60554

Re: Proposal - Geotechnical Exploration  
Proposed Yorkville Public Works  
Additional Borings  
Boombah Boulevard  
Yorkville, Illinois

Proposal No. Q23.574g

Via email: [CDettmann@eeiweb.com](mailto:CDettmann@eeiweb.com)

Dear Mr. Dettmann,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Curtis P. Dettmann of Engineering Enterprises, Inc. (EEI) via phone on December 1, 2023.

### PROJECT UNDERSTANDING

Rubino understands that Engineering Enterprises, Inc. is requesting additional soil borings for the new Yorkville Public Works building. Under Rubino project number G22.179, Rubino previously completed seven (7) soil borings and submitted a preliminary geotechnical report dated September 12, 2022. EEI has requested Rubino provide a scope for one initial mobilization and drilling to furnish information for certain aspects of the site that may not change or alter much in locations, and a secondary mobilization and drilling once site locations are finalized.

### Information received:

- RFP phone from Curtis P. Dettmann of Engineering Enterprises, Inc. on December 1, 2023.
- Project Description - "20231130105632" prepared by Engineering Enterprises, Inc.

**Structural Loads / Pavement Design Criteria received:** none; however this proposal is based on the following:

- Maximum column load estimate: 70 to 120 kips
- Maximum wall load estimate: 4 to 6 kips per lineal foot (klf)
- Maximum cut/fill to balance site: 2 feet
- Light Duty Pavement 18-kip ESALS: 30,000
- Heavy Duty Pavement 18-kip ESALS: 60,000
- Pavement Life Expectancy: 15 years
- Storage bins to supported by asphalt or concrete slabs on grade
  - Weight not exceed 500 psf

### Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

<b>Private Utility Needed</b>	Not anticipated
<b>Site Access</b>	Open site
<b>Field Equipment / Soil Sampling Method</b>	Track-mounted Geoprobe Drill Rig
<b>Boring Location Plan</b>	Soil boring locations TBD
<b>Soil Sampling</b>	SPT – 2 ½ ft to 15 feet, 5 ft thereafter
<b>Backfill Needs</b>	Cuttings, excess spoils remain on site

### Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
10	20	Building (B-01 to B-10)	2 ½ ft 15 ft, 5 ft intervals thereafter	USCS
2	25	Salt Dome (S-01 & S-02)		
1	20	Fuel Station (F-01)		
2	10	Bins Locations (K-01)		

**14 Total Borings      290 Total Lineal Feet**

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

### SCOPE OF SERVICES DISCUSSION

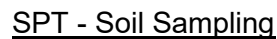
The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

### Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

### Boring Locations

The locations of the additional soil borings have yet to be determined. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 4.
- Granular soils with an N-value less than 6.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

### Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

### Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	2	Split spoon, bulk, or Shelby Tube
Unconfined Compression Test	1	Shelby Tube
Consolidation Testing	1	Shelby Tube
Natural Moisture Content	98	Cohesive Samples

### **GEO REPORT**

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Summary report to include boring logs, boring location plan, and a paragraph describing the soils as they relate to the suitability to the support the proposed construction*
- *Geotechnical recommendations pertaining to:*
  - *Subgrade preparation and cut / fill recommendations*
  - *Final foundations, including suitable foundation type(s), allowable bearing pressure(s), and estimated settlement for the proposed fuel center, salt dome, and building*
  - *Pavements, including subgrade pavement sections for bituminous and Portland Cement Concrete (PCC) pavements for pavement*
    - *Utilizing borings from Rubino report number G22.179 dated September 12, 2022*
  - *Subgrade stability for support of bin areas*
  - *Seismic design site classification parameters*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Engineering Enterprises, Inc..



## PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

## UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

## FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

<b>Subsurface Exploration</b>	Boring Layout / Utility / PM	\$ 550.00	Lump sum
	Initial Drill Rig Mobilization and Drilling (up to 100 feet of drilling) with Summary Report	\$ 4,500.00	Lump sum
	Secondary Drill Rig Mobilization and Drilling	\$ 9,000.00	Lump sum
<b>Lab</b>	Geotechnical Lab Tests as described above	\$ 1,950.00	Lump sum
<b>Reporting</b>	Preparation of the Geotechnical Report	\$ 4,000.00	Lump sum
		<b>\$20,000.00</b>	<b>Grand Total</b>

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

### Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of

services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

### **AUTHORIZATION**

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

**RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President



Anthony T. Tomaras  
Project Manager

**RUBINO ENGINEERING, INC. IS:  
AN AASHTO-ACCREDITED LABORATORY  
IDOT PREQUALIFIED  
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments:    Proposal Acceptance and Data Sheet  
                          Schedule of Services and Fees  
                          General Conditions

\*\*This is an electronic copy. Hard Copies of this proposal are available upon request.

**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____ <b>DAY OF</b> _____, 202__.
<b>BY (please print):</b> _____
<b>TITLE:</b> _____
<b>COMPANY:</b> _____
<b>SIGNATURE:</b> _____

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_  
  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
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Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

**Rubino Engineering, Inc.**  
**2023 Schedule of Geotechnical Services & Fees**

**ENGINEERING**

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	105.00

**SUBSURFACE EXPLORATION**

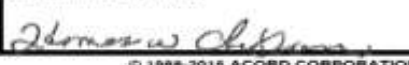
Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

**LABORATORY TESTING**

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	95.00
Organic Content Determination Test (loss on ignition)	Each	\$	15.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00

**FEE REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577		RUBINENG		DATE (MM/DD/YYYY) 9/13/2023	
<b>ACORD - CERTIFICATE OF LIABILITY INSURANCE</b>					
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small>					
<small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</small>					
<b>PRODUCER</b> USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		<b>CONTACT NAME</b> Laurie Cloninger		<b>PHONE (A/C No. Ext.)</b> 630 625-5219	
		<b>FAX (A/C No.)</b> 610 537-4939		<b>E-MAIL ADDRESS</b> AECertificates@usi.com	
<b>INSURED</b> Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123		<b>INSURER(S) AFFORDING COVERAGE</b>			
		<b>INSURER A</b> : RLI Insurance Company		<b>NAIC #</b> 13056	
		<b>INSURER B</b> : Pacific Insurance Company		<b>10046</b>	
		<b>INSURER C</b> :			
		<b>INSURER D</b> :			
		<b>INSURER E</b> :			
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b>					
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>					
<b>INSR</b> <b>LTB</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL</b> <b>SUBR</b> <b>INDG</b> <b>WYR</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF</b> <b>(MM/DD/YYYY)</b>	<b>POLICY EXP</b> <b>(MM/DD/YYYY)</b>
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PSB0003777	09/01/2023	09/01/2024
					<b>LIMITS</b> EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRE/AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001881	09/01/2023	09/01/2024
					COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		PSE0002142	09/01/2023	09/01/2024
					EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		PSW0002789	09/01/2023	09/01/2024
					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<b>Professional Liability</b>		83OH056719923	09/01/2023	09/01/2024
					\$2,000,000 each claim / \$4,000,000 annual aggr.
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Professional Liability is written on a 'claims made' policy form. Some or all officers are excluded from Workers Compensation coverage.					
<b>CERTIFICATE HOLDER</b> Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 		
<small>© 1988-2015 ACORD CORPORATION. All rights reserved.</small>					
ACORD 25 (2015/03)      1 of 1      The ACORD name and logo are registered marks of ACORD      JDPZP #S41790281/M41674790					



## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF SERVICES:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, wilful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF SERVICES:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

**6. RESPONSIBILITY:** Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

**8. PAYMENT:** Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

**9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

**10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

**11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

**12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

**13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

**14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

**15. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

***Rubino Engineering, Inc.***

## EXHIBIT B

### *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*8755 W. HIGGINS ROAD, SUITE 835*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9202*

December 7, 2023

Curtis Dettmann, PE  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Proposal No.: 23-0398

Re: Professional Services for:  
City of Yorkville Public Works Building Landscape Architecture

Dear Curtis:

Thank you for the opportunity to submit this proposal to Engineering Enterprises, Inc. (EEI) for professional landscape architecture services for a new City of Yorkville (City) public works building. We understand preliminary and final landscape plans are required. It is anticipated that the concept plan will go through several iterations during the preliminary design process. As requested, our proposal is broken into preliminary and final phases. We have also included several optional tasks for your consideration on an as-needed basis.

#### **SCOPE OF SERVICES**

The following scope of services is proposed.

##### Task 1. Preliminary Design

We will:

- Prepare preliminary landscape plans for up to three concept site plans prepared by others. This proposal assumes CAD files of the preliminary site and engineering plans will be provided to Hey for our use at no cost. The landscape plan(s) will comply with the City's landscape ordinance to the extent possible given the provided site plan; any deviations from the City's landscape ordinance will be noted. Opportunities to establish a tree orchard in the southeast corner of the property will be explored.
- Prepare a preliminary tree preservation and removal plan. Field identification and assessment of trees will be completed by a certified arborist and/or licensed landscape architect. Location of existing trees to be included on the site survey prepared by others.
- Prepare a preliminary cost opinion for up to three plan iterations.
- A modest amount of time has been included for project team meetings, which we assume will be virtual (e.g., Teams).

**Fees and Reimbursable Expenses Not-to-Exceed: \$12,500**

##### Task 2. Final Design

We will:

- Advance the selected preliminary landscape plan, combination of elements selected from preliminary plans, and/or additional direction resulting from client review to final design. The final landscape plan will be drafted in CAD upon the final engineering plan prepared by others.
- Finalize the tree preservation and removal plan.
- Typical landscape construction details will be included.

- Prepare IDOT-style special provisions or AIA/CSI-format specifications for work associated with the final landscape and tree preservation and removal plans.
- Prepare a final cost opinion.
- A modest amount of time has been included for project team meetings, which we assume will be virtual (e.g., Teams).

**Fees and Reimbursable Expenses Not-to-Exceed: \$7,500**

Services will be provided on a time and materials basis up to the total not-to-exceed value given below.

**Task 3. In-Person Meetings/Presentations**

We have included attending two in-person meetings, public presentations, etc. as requested during preliminary and/or final design.

**Fees and Reimbursable Expenses Not-to-Exceed: \$1,500**

**Total Fees and Reimbursable Expenses Not-to-Exceed: \$21,500**

**Task 4. Supplemental Services**

At your request, the following supplemental services can be provided on a time-and-materials basis or by separate proposal.

- Hardscape design (e.g., decorative pavers, site furnishings/furniture, etc.).
- Prepare supporting graphics such as color landscape plan renderings, color perspective renderings, photo-realistic 3D video renderings, etc.
- Provide construction administration services such as reviewing bids, attending meetings, submittal review, inspections, and other such work.
- Other services as requested.

If this agreement is acceptable, please sign below and return this proposal to our office. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Tim Pollowy, in our Chicago office at 847.404.3845 or [tpollowy@heyassoc.com](mailto:tpollowy@heyassoc.com).

\_\_\_\_\_  
Hey and Associates, Inc.

\_\_\_\_\_  
Engineering Enterprises, Inc.

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Compensation**

**Profession**

**Engineering**

Senior Principal Civil Engineer	\$225
Principal Civil Engineer	\$200
Senior Civil Engineer	\$180
Civil Engineer I to V	\$125-165
Water Resources Specialist I to V	\$120-160
Engineering Technician I to V	\$110-150
Lake and Survey Services Manager	\$150

**Ecological Services**

Senior Principal Ecologist	\$200
Senior Project Scientist	\$175
Environmental Services Manager	\$155
Environmental Scientist I to V	\$105-145
Environmental Intern	\$50

**Landscape Architecture**

Senior Landscape Architect	\$180
Landscape Architect I to V	\$115-155
Landscape Designer	\$110

**Erosion Control**

Senior Erosion and Sediment Control Specialist	\$175
Erosion and Sediment Control Specialist	\$110

**Design Support**

CAD Technician	\$100
GIS Specialist	\$100

**Administration**

Senior Administrator	\$120
Accounting Administrator	\$95
Administrative/Marketing Assistant	\$90

**Expert Testimony**

Rates to be determined on per-project basis

**Reimbursable Expense**

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$ .65/mile
Copies	\$ .20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$ .90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station/GPS Equipment	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

**Insurance**

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

**Billing**

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2023 through December 31, 2023.

**Limitation of Costs**

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

**Client's Responsibilities**

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

**Cost Opinions**

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

**Standard of Care**

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

**Means & Methods**

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

**Mutual Indemnification**

Subject to the foregoing provisions, Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of Hey or anyone for whom Hey is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

**Copyright Indemnification**

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Hey's use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

**Consequential Damages**

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**Termination**

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

**Dispute Resolution**

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.



**ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES - PRELIMINARY**

CLIENT										PROJECT NUMBER				
United City of Yorkville										YO2247-C				
PROJECT TITLE										DATE			PREPARED BY	
Yorkville Public Works Building										12/8/23			CPD	
		ENGINEERING					SURVEYING			CAD DRAFTING		ADMIN		
TASK NO.	TASK DESCRIPTION	ROLE RATE	PIC \$239	SPM \$227	PM \$204	SPE II \$192	SPM \$227	SPT 2 \$167	PT \$146	SPT2 \$167	SPT 1 \$156	ADM \$70	HOURS	COST
<b>PRELIMINARY DESIGN ENGINEERING</b>														
1.1	Project Management and Coordination		6	20	-	12	4	-	-	-	-	-	42	\$ 9,186
1.2	Project Meetings		6	14	-	14	-	-	-	-	-	-	34	\$ 7,300
1.3	Topographic and Boundary Survey		-	-	-	-	16	43	2	-	-	-	61	\$ 11,105
1.4	Dry Utility Coordination		-	2	-	12	-	-	-	-	-	-	14	\$ 2,758
1.5	Preliminary Plans and Estimates		3	32	4	85	-	-	-	7	41	2	174	\$ 32,822
<b>Design Engineering Subtotal:</b>			<b>15</b>	<b>68</b>	<b>4</b>	<b>123</b>	<b>20</b>	<b>43</b>	<b>2</b>	<b>7</b>	<b>41</b>	<b>2</b>	<b>325</b>	<b>\$ 63,171</b>
<b>PROJECT TOTAL:</b>			<b>15</b>	<b>68</b>	<b>4</b>	<b>123</b>	<b>20</b>	<b>43</b>	<b>2</b>	<b>7</b>	<b>41</b>	<b>2</b>	<b>325</b>	<b>63,171</b>

**DIRECT EXPENSES**

Printing =	\$	300
Rubino (Geotech)	\$	4,500
Landscape Architecture	\$	8,250

**DIRECT EXPENSES = \$ 13,050**

**LABOR SUMMARY**

EEI Engin. Expenses =	\$	43,453
EEI Survey Expenses =	\$	12,013
EEI CAD Expenses =	\$	7,565
EEI Admin. Expenses =	\$	140

**TOTAL LABOR EXPENSES \$ 63,171**

**TOTAL COSTS \$ 76,221**



**ATTACHMENT D: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES - FINAL**

CLIENT										PROJECT NUMBER				
United City of Yorkville										YO2247-C				
PROJECT TITLE										DATE			PREPARED BY	
Yorkville Public Works Building										12/8/23			CPD	
			ENGINEERING				SURVEYING			CAD DRAFTING		ADMIN		
TASK NO.	TASK DESCRIPTION	ROLE RATE	PIC \$239	SPM \$227	PM \$204	SPE II \$192	SPM \$227	SPT 2 \$167	PT 1 \$146	SPT2 \$167	SPT \$156	ADM \$70	HOURS	COST
<b>FINAL DESIGN ENGINEERING</b>														
2.1	Project Management and Coordination		6	24	-	16	-	-	-	-	-	-	46	\$ 9,954
2.2	Project Meetings		6	16	-	16	-	-	-	-	-	-	38	\$ 8,138
2.3	Dry Utility Coordination		-	4	-	16	-	-	-	-	-	-	20	\$ 3,980
2.4	Final Plans, Specifications, and Estimates		3	46	8	131	-	-	-	10	56	-	254	\$ 48,349
2.5	Regulatory Agency Coordination and Permitting		-	4	-	16	-	-	-	-	4	4	28	\$ 4,884
2.6	Bidding Coordination		1	5	-	8	-	-	-	-	-	-	14	\$ 2,910
<b>Design Engineering Subtotal:</b>			<b>16</b>	<b>99</b>	<b>8</b>	<b>203</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10</b>	<b>60</b>	<b>4</b>	<b>400</b>	<b>\$ 78,215</b>
<b>PROJECT TOTAL:</b>			<b>16</b>	<b>99</b>	<b>8</b>	<b>203</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10</b>	<b>60</b>	<b>4</b>	<b>400</b>	<b>78,215</b>

DIRECT EXPENSES		
Printing =	\$	500
Rubino (Geotech & CCDD)	\$	15,500
Landscape Architecture	\$	13,250
<b>DIRECT EXPENSES =</b>		<b>\$ 29,250</b>

LABOR SUMMARY		
EEI Engin. Expenses =	\$	66,905
EEI Survey Expenses =	\$	-
EEI CAD Expenses =	\$	11,030
EEI Admin. Expenses =	\$	280
<b>TOTAL LABOR EXPENSES</b>		<b>\$ 78,215</b>

<b>TOTAL COSTS</b>	<b>\$</b>	<b>107,465</b>
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## ATTACHMENT E: ESTIMATED PROJECT SCHEDULE

CLIENT								PROJECT NUMBER											
United City of Yorkville								YO2247-C											
PROJECT TITLE								DATE				PREPARED BY							
Yorkville Public Works Building								12/8/23				CPD							
TASK NO.	TASK DESCRIPTION																		
		2023	2024												2025				
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR		
PRELIMINARY DESIGN ENGINEERING																			
1.1	Project Management and Coordination																		
1.2	Project Meetings																		
1.3	Topographic and Boundary Survey																		
1.4	Dry Utility Coordination																		
1.5	Preliminary Plans and Estimates																		
FINAL DESIGN ENGINEERING																			
2.1	Project Management and Coordination																		
2.2	Project Meetings																		
2.3	Dry Utility Coordination																		
2.4	Final Plans, Specifications, and Estimates																		
2.5	Regulatory Agency Coordination and Permitting																		
2.6	Bidding Coordination																		
	Construction																		





# Yorkville Business Center - Lot 4

12.32 Acre Property

ATTACHMENT F

Legend

YBC - Lot 4

Spirit Ch

Wheaton Woods Park

CJ Insulation

BOOMBAB BOULEVARD

Midwest Refrigerated Services



700 ft





# Engineering Enterprises, Inc.

ATTACHMENT G

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

## VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 216.00
Expert Testimony		\$ 271.00