



## 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, December 17, 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: November 19, 2024

### New Business:

1. PW 2024-100 Resolution Approving a Change Order Relating to the Well No. 10 and Raw Water Main Improvements Project
2. PW 2024-101 Grande Reserve – Bailey Road and Mill Road Parking
3. PW 2024-102 Resolution Approving a Bid to Construct the Eldamain Water Loop North Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)
4. PW 2024-103 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Eldamain Water Main Loop – North Contract – Construction Engineering)
5. PW 2024-104 Resolution Approving a Bid to Construct the Eldamain Water Loop South Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)
6. PW 2024-105 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Eldamain Water Main Loop – South Contract – Construction Engineering)
7. PW 2024-106 Resolution Approving a Bid to Construct the Southern Sanitary Sewer Connection Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)
8. PW 2024-107 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Southern Sanitary Sewer Connection – Construction Engineering)
9. PW 2024-108 2024 Sanitary Sewer Lining Improvements
  - a. Resolution Approving a Bid to Construct Sanitary Sewer Lining Improvements
  - b. Resolution Approving a Change Order Relating to the 2024 Sanitary Sewer Lining Improvements Project
10. PW 2024-109 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2024 Sanitary Sewer Lining, Design and Construction Engineering)
11. PW 2024-110 Grande Reserve – Unit 3 Bond Release
12. PW 2024-111 Resolution Approving an Amendment to the Professional Services Agreement to an Agreement with Kluber, Inc. for the Design of a Public Works Facility

### Old Business:

### Additional Business:

UNITED CITY OF YORKVILLE  
WORKSHEET  
**PUBLIC WORKS COMMITTEE**  
**Tuesday, December 17, 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. November 19, 2024

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

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**NEW BUSINESS:**

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1. PW 2024-100 Resolution Approving a Change Order Relating to the Well No. 10 and Raw Water

Main Improvements Project

- ☐ Moved forward to CC \_\_\_\_\_
  - ☐ Approved by Committee \_\_\_\_\_
  - ☐ Bring back to Committee \_\_\_\_\_
  - ☐ Informational Item
  - ☐ Notes \_\_\_\_\_
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2. PW 2024-101 Grande Reserve – Bailey Road and Mill Road Parking

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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3. PW 2024-102 Resolution Approving a Bid to Construct the Eldamain Water Loop North  
Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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4. PW 2024-103 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.  
(Eldamain Water Main Loop – North Contract – Construction Engineering)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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5. PW 2024-104 Resolution Approving a Bid to Construct the Eldamain Water Loop South  
Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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6. PW 2024-105 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.  
(Eldamain Water Main Loop – South Contract – Construction Engineering)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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7. PW 2024-106 Resolution Approving a Bid to Construct the Southern Sanitary Sewer  
Connection Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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8. PW 2024-107 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.  
(Southern Sanitary Sewer Connection – Construction Engineering)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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9. PW 2024-108 2024 Sanitary Sewer Lining Improvements

a. Resolution Approving a Bid to Construct Sanitary Sewer Lining Improvements

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

b. Resolution Approving a Change Order Relating to the 2024 Sanitary Sewer Lining Improvements  
Project

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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10. PW 2024-109 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.  
(2024 Sanitary Sewer Lining, Design and Construction Engineering)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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11. PW 2024-110 Grande Reserve – Unit 3 Bond Release

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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12. PW 2024-111 Resolution Approving an Amendment to the Professional Services Agreement to an  
Agreement with Kluber, Inc. for the Design of a Public Works Facility

☐ 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 – November 19, 2024

**Meeting and Date:** Public Works Committee – December 17, 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, November 19, 2024, 6:00pm  
Yorkville City Hall, East Conference Room #337  
651 Prairie Pointe Drive, Yorkville, IL**

**IN ATTENDANCE:**

**Committee Members**

Chairman Ken Koch  
Alderman Rusty Corneils

Alderman Matt Marek (via Zoom)

Absent: Alderman Craig Soling

**Other City Officials**

City Administrator Bart Olson  
Assistant City Administrator Erin Willrett (via Zoom)  
Alderman Chris Funkhouser

Public Works Director Eric Dhuse  
Engineer Brad Sanderson, EEI

**Other Guests:**

Mr. Joey Weslo, *Kendall County Record* (via Zoom)      Jen Rakas (via Zoom)

The meeting was called to order at 6:00pm by Chairman Ken Koch.

**Citizen Comments:** None

**Previous Meeting Minutes:** October 15, 2024

The minutes were approved as presented.

**New Business:**

***1. PW2024-94 Kennedy Road Roadway Improvements – Phase I Engineering Agreement***

Mr. Olson said this agreement is for surface improvements. The city anticipates receiving about \$2 million from the Kane Kendall Council of Mayors and the phase 1 design engineering needs to be completed by the time the Council of Mayors notifies the city within 1-2 years. EEI has prepared the contract in the amount just over \$324,000. He said the expenses will be split over the next 2 fiscal years and he recommended approval. Mr. Sanderson added this is an STP funded project and phase 1 and 2 engineering need to be done. The project is for reconstruction from Autumn Creek to Freedom Place by the golf course.

Alderman Corneils asked if the engineering would still be current if the actual project occurs further in the future. Engineer Sanderson said the construction is funded for 2028 and he said phase 1 takes 12-18 months to go through IDOT approval. The STP projects take about 5 years. Mr. Sanderson also noted that the curves in the road do not meet current safety standards and additional right-of-way will be needed. Speed limits will also be looked at for safety in this location. It is hoped to obtain right-of-way next summer near the golf course. This item moves to the regular agenda of the City Council.

**2. PW 2024-95 2024 Water Main Replacement (Contract B) – Change Order No. 1**

This is a balancing Change Order which is a substantial decrease of \$145,000 and Mr. Sanderson recommended approval. This will move to the Council consent agenda with committee approval.

**3. PW 2024-96 Roadway Improvement Plans – Alignment and Location Update  
(Beecher Road, Faxon Road and Corneils Road)**

Mr. Sanderson referred to the memo and exhibit in the agenda packet and said Alderman Funkhouser had requested information regarding the status of this area. Staff has been looking at the area as potential development comes to the city. Mr. Sanderson reported on the future improvements for these roads. Eventually S. Beecher will align with N. Beecher south of the railroad tracks and Cyrus One has committed to reconstruct Beecher which will remain a 2-lane road. Faxon Rd. will be redone by Cyrus One and end at Beecher Rd. Corneils to the north will be redone, partly funded by Bright Farms. The curve on Corneils at Rob Roy Creek will be softened.

Mr. Olson added further information. First, Faxon Rd. will not cross the RR tracks as it would be costly to the city to re-open the tracks. Second, regarding the Daniels property, is the alignment of Beecher Rd. It cannot be moved to the east and going south would go through a farmstead. The third option is to take it west and then connect with Beecher. Staff spoke with nearby residents who want the road kept as far away from their homes as possible to keep potential data centers farther away. Committee members also preferred the third option. The committee agreed that Faxon should not have a railroad crossing. Mr. Olson noted that there is no east-west corridor in that part of the city.

Alderman Funkhouser asked about taking Faxon along the south side of the creek, however, Mr. Sanderson said there is a wetland and another home in that area. The committee discussed if these particular roads would be considered rural. They will be rural and there are specific rules for drainage and how deep the ditches are.

**4. PW 2024-97 2024 Road to Better Roads – Change in Plans and Final Estimate**

Mr. Sanderson said 2 items are required for an MFT project, those being a pay estimate and Change Order and both must be approved. The Change Order was almost \$13,000 under budget and Mr. Sanderson recommended approval of both. This will move to the consent agenda.

**5. PW 2024-98 Meter Change Out**

As part of the Lake Michigan water project, the water loss for the city is required to be under 10% , said Mr. Dhuse. A key component of that is replacing old meters that might be reading or registering incorrectly. Some of the meters were installed over 20 years ago and are past their lifespan. He said it would be too cumbersome for staff to replace all meters. He explained the “walking routes” and the Itron meters that are currently in use and he said the goal is to have all meters be “radio-read” for efficiency.

During the meter replacement process, Mr. Dhuse said the water meter company would contact the residents to set up an appointment for meter replacement. If residents were hesitant about this process, the city would assist the company in gaining access for the change out. The company will also complete all other aspects such as software, installing radio on the water tower, etc. Alderman Funkhouser asked about the timeline and if meters were readily available. The entire process would take 3-5 months and there is no shortage of meters. Mr. Dhuse said the process will begin as soon as the Council approves the proposal. A super majority vote will be required so this will move to the regular Council agenda with committee recommendation.

**6. PW 2024-99 Rob Roy Drainage District Scope of Work**

Mr. Dhuse reported on this item and said the District has asked the city to facilitate this contract for installation of HDPE pipe and additional grading to ensure water flows correctly into the pipe and the ditch. He said many areas of the ditch are the same as in 1905 when it was constructed and not properly graded, resulting in standing water. There were 2 bids, but the cost is over \$25,000 and requires a super majority vote. Alderman Koch asked

about the \$500,000 available from the county and about the future of the drainage district. Mr. Dhuse said the funds will return to the county after the first of the year if not spent. As for the future, Mr. Dhuse said it was dormant a long time and in 2014 the Farm Bureau re-instated the drainage districts. Now they are trying to maintain the district and to help the drainage work correctly. It was noted that a very minimal tax could be levied through development per a court judgment.

Alderman Corneils asked what would happen if the completion date is not met. Mr. Dhuse said a stopping point would be chosen so that the city would not be liable for any further cost. He also said the contractor has indicated the work will be completed without issue. The city cannot re-apply for the money if the deadline passes. Overall, Mr. Olson recommended moving forward with the project. This will require a super majority vote and will be on the agenda of the next City Council meeting

**Old Business:**

***1. PW 2024-93 Ordinance Amending the Code of Ordinances of the United City of Yorkville, Kendall County, Illinois Regulating on-Street Parking (Garden Street)***

Mr. Dhuse said signs have been erected to allow parking during drop-off and pick-up times of students and no complaints have been voiced. This now requires codification so police can enforce it and it will move to the Council consent agenda.

**Additional Business:** None

There was no further business and the meeting adjourned at 6:52pm.

Minutes respectfully transcribed by  
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input checked="" 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 #1

Tracking Number

PW 2024-100

### Agenda Item Summary Memo

**Title:** Well No. 10 Raw Water Main Improvements – Change Order No. 1 (Balancing)

**Meeting and Date:** Public Works Committee – December 17, 2024

**Synopsis:** Consideration of Change Order No. 1 – 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  
Erin Willrett, Assistant City Administrator  
Rob Fredrickson, Finance Director  
Jori Behland, City Clerk

Date: December 17, 2024

Subject: Well No. 10 and Raw Water Main Improvements – Change Order No. 1  
(Balancing)

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The purpose of this memo is to present Change Order No. 1 – 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 Cecchin Site Utilities entered into an agreement for a contract value of **\$1,335,053.00** for the above referenced project. There have been no other subsequent change orders to date.

## **Questions Presented:**

Should the City approve Change Order No. 1 – Final Balancing, which would **increase** the contract value by \$14,463.67.

## **Discussion:**

The change order would increase the contract value to \$1,349,516.67 based upon final measurement of quantities in the field.

We are recommending approval of the change order.

## **Action Required:**

Consideration of approval of Change Order No. 1 – Final Balancing.

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS  
APPROVING A CHANGE ORDER RELATING TO THE WELL NO. 10 AND RAW WATER  
MAIN IMPROVEMENTS PROJECT**

**WHEREAS**, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, the City has approved a contract in the amount of \$1,335,053.00 with Cecchin Site Utilities (“Cecchin”), for a project commonly known as the Well No. 10 and Raw Water Main Improvements, the price of which has increased from the original contract amount in the amount of \$14,463.67 (the “*Change Order*”) due to the final balancing of the contract and a change in contract value based upon final measurements in the field; and

**WHEREAS**, this change order being an increase of less than \$25,000, and no other change orders having been submitted on this project, a finding under Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33E-9) is not required for approval of this change order; and

**WHEREAS**, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order increasing the total contract price to the amount of \$1,349,516.67, as set forth in the proposal from Cecchin, be approved.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Corporate Authorities hereby find and declare that the Change Order to the Well No. 10 and Raw Water Main Improvements contract with Cecchin Site Utilities, which

results in a total increase of \$14,463.67, is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

**Section 3.** That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

CHANGE ORDER

Order No. 1 – Final Balancing

Date: December 17, 2024

Agreement Date: May 2, 2024

NAME OF PROJECT: Well No.10 and Raw Water Main Improvements

OWNER: United City of Yorkville

CONTRACTOR: Cecchin Site Utilities

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$1,335,053.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$1,335,053.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$14,463.67

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,349,516.67

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

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

Justification

This change order reflects the contract value based upon final measurements in the field.

Approvals Required

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

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

Accepted by: \_\_\_\_\_ Cecchin Site Utilities

PAYABLE TO: Cecchin Site Utilities  
ADDRESS: 1701 Quincy Ave. Suite 500  
Naperville, IL-60540

ENGINEERS PAYMENT ESTIMATE NO. 4 - FINAL  
WELL NO. 10 RAW WATER MAIN IMPROVEMENTS  
UNITED CITY OF YORKVILLE

PAY PERIOD  
FROM: 9/28/2024 TO: 11/26/2024

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE	
1	TREE ROOT PRUNING	EACH	3	\$ 750.00			\$ 250.00		\$ -	3.0	\$ 750.00	
2	TREE PRUNING (EQUIPMENT CLEARANCE)	LS	1	\$ 3,500.00			\$ 3,500.00		\$ -	1.0	\$ 3,500.00	
3	TREE PROTECTION	EACH	10	\$ 1,500.00			\$ 150.00		\$ -	10.0	\$ 1,500.00	
4	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	2	\$ 7,950.00			\$ 3,975.00		\$ -	2.0	\$ 7,950.00	
5	CONNECTION TO EXISTING WATER MAIN, 6-INCH	EACH	1	\$ 3,950.00			\$ 3,950.00		\$ -	1.0	\$ 3,950.00	
6	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	3	\$ 13,575.00			\$ 4,525.00		\$ -	3.0	\$ 13,575.00	
7	PRESSURE CONNECTION WITH TAPPING SLEEVE, AND 8" TAPPING VALVE IN VALVE BOX	EACH	1	\$ 20,000.00		1	\$ 20,000.00		\$ -	0.0	\$ -	
8	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 6-INCH	LF	55	\$ 8,745.00	103.0		\$ 159.00		\$ -	158.0	\$ 25,122.00	
9	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	537	\$ 73,032.00	5.0		\$ 136.00		\$ -	542.0	\$ 73,712.00	
10	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	3,576	\$ 522,096.00			\$ 146.00		\$ -	3576.0	\$ 522,096.00	
11	STEEL CASING PIPE, BORED AND JACKED, 20-INCH DIA. 0.25-INCH THICKNESS	FOOT	50	\$ 34,250.00	19.0		\$ 685.00		\$ -	69.0	\$ 47,265.00	
12	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	5	\$ 41,625.00			\$ 8,325.00		\$ -	5.0	\$ 41,625.00	
13	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	4	\$ 25,140.00		1	\$ 6,285.00		\$ -	3.0	\$ 18,855.00	
14	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 6-INCH	EACH	1	\$ 5,495.00			\$ 5,495.00		\$ -	1.0	\$ 5,495.00	
15	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	10	\$ 82,400.00			\$ 8,240.00		\$ -	10.0	\$ 82,400.00	
16	FIRE HYDRANT TO BE REMOVED	EACH	3	\$ 1,995.00			\$ 665.00		\$ -	3.0	\$ 1,995.00	
17	DUCTILE IRON FITTINGS	LB	4,945	\$ 69,230.00	508.0		\$ 14.00		\$ -	5453.0	\$ 76,342.00	
18	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	23	\$ 4,370.00	23.0		\$ 190.00		\$ -	46.0	\$ 8,740.00	
19	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 2,000.00		50	\$ 40.00		\$ -	0.0	\$ -	
20	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 2,000.00		50	\$ 40.00		\$ -	0.0	\$ -	
21	FOUNDATION MATERIAL	CY	50	\$ 4,750.00		50	\$ 95.00		\$ -	0.0	\$ -	
22	EXPLORATORY EXCAVATION	EACH	3	\$ 1,500.00			\$ 500.00		\$ -	3.0	\$ 1,500.00	
23	VALVE VAULT TO BE ABANDONED	EACH	5	\$ 2,500.00		1	\$ 500.00		\$ -	4.0	\$ 2,000.00	
24	VALVE VAULT TO BE REMOVED	EACH	1	\$ 550.00		1	\$ 550.00		\$ -	0.0	\$ -	
25	VALVE BOX TO BE ABANDONED	EACH	1	\$ 100.00	1.0		\$ 100.00		\$ -	2.0	\$ 200.00	
26	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	5	\$ 3,250.00			\$ 650.00		\$ -	5.0	\$ 3,250.00	
27	INLET PROTECTION	EACH	4	\$ 800.00			\$ 200.00		\$ -	4.0	\$ 800.00	
28	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 8,000.00			\$ 8,000.00		\$ -	1.0	\$ 8,000.00	
29	STORM SEWER REMOVAL AND REPLACEMENT, PVC ASTM 2241, 6-INCH	LF	30	\$ 1,650.00			\$ 55.00		\$ -	30.0	\$ 1,650.00	
30	STORM SEWER REMOVAL AND REPLACEMENT, PVC WATER MAIN QUALITY, 30-INCH	LF	24	\$ 7,800.00		24	\$ 325.00		\$ -	0.0	\$ -	
31	SANITARY SEWER REMOVAL AND REPLACEMENT, PVC SDR26, 8-INCH	LF	21	\$ 8,085.00		21	\$ 385.00		\$ -	0.0	\$ -	
32	HMA CLASS 'D' PATCH, 4"	SY	1,868	\$ 87,796.00	518.0		\$ 47.00		\$ -	2386.0	\$ 112,142.00	
33	HOT-MIX ASPHALT SURFACE REMOVAL - FULL DEPTH WATER MAIN TRENCH	SY	1,868	\$ 14,944.00	467.0		\$ 8.00		\$ -	2335.0	\$ 18,680.00	
34	HOT-MIX ASPHALT BIKE PATH REMOVAL AND REPLACEMENT	SY	234	\$ 14,742.00	79.0		\$ 63.00		\$ -	313.0	\$ 19,719.00	
35	COMB. CONC. CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	30	\$ 2,460.00	37.5		\$ 82.00		\$ -	67.5	\$ 5,535.00	
36	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQFT	1,800	\$ 28,800.00	361.5		\$ 16.00		\$ -	2161.5	\$ 34,584.00	
37	DETECTABLE WARNING	SQFT	30	\$ 1,290.00	6.0		\$ 43.00		\$ -	36.0	\$ 1,548.00	
38	INLET TO REMOVED AND RESET	EACH	1	\$ 4,700.00			\$ 4,700.00		\$ -	1.0	\$ 4,700.00	
39	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	117	\$ 8,892.00	159.0		\$ 76.00		\$ -	276.0	\$ 20,976.00	
40	AGGREGATE PATH REMOVAL AND REPLACEMENT	SY	583	\$ 9,911.00		292	\$ 17.00		\$ -	291.5	\$ 4,955.50	
41	PAINT PAVEMENT MARKING - LINE, 4-INCH	LF	160	\$ 3,520.00	106.1		\$ 22.00		\$ -	266.1	\$ 5,855.00	
42	RIP RAP REMOVAL AND REPLACEMENT	SY	65	\$ 4,290.00			\$ 66.00		\$ -	65.0	\$ 4,290.00	
43	RESTORATION	SQYD	8,600	\$ 86,000.00	2055.0		\$ 10.00		\$ -	10655.0	\$ 106,550.00	
44	RESTORATION (SOD)	SQYD	3,140	\$ 59,660.00		3140	\$ 19.00		\$ -	0.0	\$ -	
45	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 8,500.00			\$ 8,500.00		\$ -	1.0	\$ 8,500.00	
46	SILT FENCE	FOOT	1,740	\$ 6,960.00		665	\$ 4.00		\$ -	1075.0	\$ 4,300.00	
47	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 30,000.00			\$ 1.00		\$ -	0.0	\$ -	
BID VALUE AWARDED:				\$ 1,335,053.00	VALUE COMPLETED - THIS REQUEST:				\$ -	- TO DATE:		\$ 1,304,606.50

MISCELLANEOUS ADDITIONS				QUANTITY	UNIT PRICE	VALUES
1	RAW WATER FIRE HYDRANT CUSTODIAN LOCKS (7) COR#1			6	\$ 703.00	\$ 4,218.00
2	MODIFY EXISTING VALVE VAULT IN LIEU OF VALVE VAULT #14 COR#3			1	\$ 8,356.64	\$ 8,357.00
3	RELOCATE AND CONNECT 2" WATER SERVICE FOR YORKVILLE GRADE SCHOOL COR#4			1	\$ 11,034.64	\$ 11,034.64
4	ADDITIONAL VAC TRUCK AND LABOR TO CROSS UNDER EX 30" STORM SEWER			1	\$ 7,650.00	\$ 7,650.00
5	16" VALVE REMOVAL AND REPLACEMENT WITH 16" DIP AND 2 SLEEVES			1	\$ 12,947.53	\$ 12,947.53
6	RAW WATER FIRE HYDRANT CUSTODIAN LOCKS (7) COR#1			1	\$ 703.00	\$ 703.00
DEBITS				VALUES		
1	PAY ESTIMATE 1				\$ 668,479.05	
2	PAY ESTIMATE 2				\$ 585,050.83	
3	PAY ESTIMATE 3				\$ 85,283.79	
4						
5						

SUMMARY	
TOTAL MISCELLANEOUS EXTRAS AND CREDITS	\$ 44,910.17
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 1,349,516.67
DEDUCT RETAINAGE	\$ -
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 1,349,516.67
TOTAL DEBITS	\$ 1,338,813.67
NET AMOUNT DUE - THIS PAYMENT	\$ 10,703.00

ENGINEERING ENTERPRISES, INC.  
52 WHEELER ROAD  
SUGAR GROVE, ILLINOIS 60554

PREPARED BY:

APPROVED BY:



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 2024-101

### Agenda Item Summary Memo

**Title:** Grande Reserve – Bailey and Mill Rd. Parking

**Meeting and Date:** Public Works Committee – December 17, 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:** 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: November 12, 2024  
Subject: Grande Reserve – Bailey Rd and Mill Rd.

A safety concern at the corner of Mill Rd and Bailey Rd in Grande Reserve North was brought to attention by a resident. Vehicles have been parked along both sides of Bailey Rd. between Mill Rd. and Beresford Drive, narrowing the road to the point that only one travel lane is safely available.



**Figure 1:** Bailey Rd looking North from Mill Rd

With 27-feet of asphalt width, and a 1-foot gutter flag, Bailey Road can provide one 8-foot parking lane (including the 1-foot gutter flag). This would allow for two-way traffic with two through lanes of the minimum 10-feet in each direction.

Since there are mail boxes and a greater amount of driveways along the west side of Bailey Road, it is therefore recommended to post “No Parking This Side Of Street” signs, R7-200 along the west side (southbound) Bailey Road. A minimum of four regularly spaced signs are recommended.

Parking is also prohibited within 15 feet of a hydrant, 20-feet of a crosswalk, and within 30-feet of the approach leg to any intersection with a stop sign.

It is therefore recommended to install “No Parking Between Signs” at 15-feet on each side of each fire hydrant, and “No Parking Here to Corner” at 30-feet from the stop sign at the northbound end of Bailey Road at Mill Road. At the south end of Bailey Road, where the fire hydrant is close to the crosswalk, one “No Parking Here to Corner” sign can be utilized 15-feet north of the fire hydrant.





**Engineering Enterprises, Inc.**

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



**United City of Yorkville**

651 Prairie Pointe Drive  
Yorkville, IL 60560  
630-553-4350

DATE:	DECEMBER 2024
PROJECT NO.:	YO2400
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\YO2401
FILE:	YO2400- Bailey Road_No Parking.MXD

**LOCATION MAP**

UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS







Reviewed By:	
Legal	<input checked="" 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 2024-102

### Agenda Item Summary Memo

**Title:** Eldamain Water Main Loop – North Contract Award

**Meeting and Date:** Public Works Committee – December 17, 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:** 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: December 4, 2024  
Subject: Eldamain Water Main Loop – North

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Bids were received, opened and tabulated for work to be done on the Eldamain Water Main Loop – North at 11:00 a.m., November 27, 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.

Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

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, J & S Construction Sewer and Water Inc., P.O. Box 760 Oswego, IL 60543, in the total amount of **\$1,999,133.68**, contingent upon the receipt of the funds from C1 Yorkville, LLC.

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

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS APPROVING A BID TO CONSTRUCT THE ELDAMAIN WATER LOOP  
NORTH PORTION OF A WATER AND SEWER EXTENSION PROJECT  
(C1 Yorkville, LLC)**

**WHEREAS**, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, C1 Yorkville, LLC, a Delaware limited liability company (“C1 Yorkville”), submitted a proposal to the City to develop approximately 229 acres at the northeast corner of Eldamain and Faxon Roads (the “Development Site”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an on-site electric substation (collectively, the “C1 Project”); and

**WHEREAS**, the C1 Project will require the City to extend water and sewer service to the Development Site, including the engineering design for the extensions and acquisition of required temporary and permanent easements necessary to construct the C1 Project (the “Utility Project”); and

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) approved City of Yorkville Ordinance No. 2024-31 on July 9, 2024, approving certain agreements with C1 Yorkville, wherein the City agreed to construct the Utility Project on the condition that C1 Yorkville bear all costs incurred in constructing the Utility Project; and

**WHEREAS**, in compliance with all applicable Illinois laws, bids were accepted to complete a portion of the Utility Project, known as the “Eldamain Water Loop – North”, and a public bid opening was held at 11:00 a.m. on November 27, 2024; and

**WHEREAS**, the City’s engineers and staff find that the lowest responsible bidder is J & S Construction Sewer and Water, Inc., P.O. Box 760, Oswego, Illinois 60543 (“J & S Construction”), with a total bid amount of \$1,999,133.68 (the “Project Cost”); and

**WHEREAS**, it has been recommended to the Corporate Authorities that the bid by J & S Construction be accepted, contingent upon receipt of funds from C1 Yorkville to pay the Project Cost.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Corporate Authorities hereby find and declare that a bid by is J & S Construction Sewer and Water, Inc., P.O. Box 760, Oswego, Illinois 60543, to complete the “Eldamain Water Loop – North” project at a cost of \$1,999,133.68 is the lowest responsible bid, and therefore accept the bid, contingent on receipt of adequate funds from C1 Yorkville to pay the Project Cost.

**Section 3.** That this resolution shall be in full force and effect from and after its passage and approval according to law.

*[Remainder of page intentionally left blank. Roll call vote follows.]*

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this  
\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

**BID SUMMARY**  
**ELDAMAIN WATER MAIN LOOP - NORTH CONTRACT**  
**UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 11:00 A.M. 11/27/2024	<b>PirTano Construction Co., LLC.</b> 1766 Armitage Court Addison, IL 60101	<b>Martam Construction, Inc.</b> 1200 Gasket Drive Elgin, IL-60120	<b>Kane County Excavating</b> P.O. Box 554 Hampshire, IL 60140	<b>Performance Const - &amp; Eng.</b> 217 W. John Street Plano, IL-60545
<b>BID TOTAL</b>	\$3,160,995.93	\$3,961,262.50	\$2,859,106.00	\$2,758,877.00
<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>
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 11/27/2024	<b>J &amp; S Construction Sewer and Water Inc.</b> P.O. Box 760 Oswego, IL 60543	<b>Neslund &amp; Associates, Inc.</b> 115 S. River Road North Aurora, IL 60542	<b>Fischer Excavating, Inc.</b> 1567 N Heine Rd Freeport, IL-61032	<b>H. Linden &amp; Sons Sewer and Water, Inc.</b> 722 E. South St., Unit D Plano, IL-60545
<b>BID TOTAL</b>	\$1,999,133.68	\$2,346,656.85	\$2,685,268.75	\$3,133,394.00
<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>
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 11/27/2024	<b>Conley Excavating, Inc.</b> 1555 Gramercy Pl Morris, IL-60450	<b>Acqua Contractors</b> 551 S IL Route 83 Elmhurst, IL-60126	<b>Winner Excavating, Inc.</b> 1211 Deer St Yorkville, IL-60560	<b>Benchmark Construction</b> 2260 Southwind Blvd Bartlett, IL-60103
<b>BASE BID TOTAL</b>	\$3,061,746.75	\$3,750,000.00	\$2,448,532.18	\$3,088,000.00
<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>
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 11/27/2024	<b>Trine Construction Corp.</b> 1041 Trine Court St. Charles, IL-60174	<b>Scanlon Excavating &amp; Concrete, Inc.</b> 630 S 7000 W Road Kankakee, IL 60901		
<b>BASE BID TOTAL</b>	\$2,780,000.00	\$2,996,941.45		
<b>BID BOND</b>	<b>X</b>	<b>X</b>		
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>		
<b>ADDENDUM NO. 1</b>	<b>X</b>	<b>X</b>		
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>		

BID TABULATION ELDAMAIN WATER MAIN LOOP - NORTH CONTRACT UNITED CITY OF YORKVILLE																																								
		BID TABULATION BIDS RECD 11/27/2024		Acqua Contractors 551 S IL Route 83 Elmhurst, IL-60126		Benchmark Construction 2260 Southwind Blvd Bartlett, IL-60103		Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL-60450		Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL-61032		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		J & S Construction Sewer and Water Inc. P.O. Box 760 Oswego, IL 60543		Kane County Excavating P.O. Box 554 Hampshire, IL 60140		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL-60120																						
ITEM				UNIT		UNIT		UNIT		UNIT		UNIT		UNIT		UNIT		UNIT																						
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT																					
1	TREE REMOVAL	ACRE	0.23	\$ 15,000.00	\$ 3,450.00	\$ 42,000.00	\$ 9,660.00	\$ 37,000.00	\$ 8,510.00	\$ 42,000.00	\$ 9,660.00	\$ 15,000.00	\$ 3,450.00	\$ 12,000.00	\$ 2,760.00	\$ 50,000.00	\$ 11,500.00	\$ 40,000.00	\$ 9,200.00																					
2	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	3	\$ 15,000.00	\$ 45,000.00	\$ 9,500.00	\$ 28,500.00	\$ 5,430.00	\$ 16,290.00	\$ 8,350.00	\$ 25,050.00	\$ 10,000.00	\$ 30,000.00	\$ 4,000.00	\$ 12,000.00	\$ 7,600.00	\$ 22,800.00	\$ 16,860.00	\$ 50,580.00																					
3	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	24	\$ 240.00	\$ 5,760.00	\$ 191.00	\$ 4,584.00	\$ 225.00	\$ 5,400.00	\$ 176.00	\$ 4,224.00	\$ 168.00	\$ 4,032.00	\$ 158.00	\$ 3,792.00	\$ 140.00	\$ 3,360.00	\$ 286.00	\$ 6,864.00																					
4	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	11,141	\$ 225.00	\$ 2,506,725.00	\$ 193.00	\$ 2,150,213.00	\$ 167.00	\$ 1,860,547.00	\$ 149.00	\$ 1,660,009.00	\$ 169.00	\$ 1,882,829.00	\$ 121.00	\$ 1,348,061.00	\$ 147.00	\$ 1,637,727.00	\$ 224.00	\$ 2,495,584.00																					
5	GATE VALVE AND VALVE VAULT, 12-INCH	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 8,500.00	\$ 17,000.00	\$ 9,600.00	\$ 19,200.00	\$ 8,440.00	\$ 16,880.00	\$ 9,000.00	\$ 18,000.00	\$ 6,500.00	\$ 13,000.00	\$ 8,300.00	\$ 16,600.00	\$ 13,680.00	\$ 27,360.00																					
6	BUTTERFLY VALVE AND VALVE VAULT, 16-INCH	EACH	17	\$ 12,000.00	\$ 204,000.00	\$ 10,400.00	\$ 176,800.00	\$ 10,215.00	\$ 173,655.00	\$ 10,785.00	\$ 183,345.00	\$ 15,000.00	\$ 255,000.00	\$ 7,600.00	\$ 129,200.00	\$ 10,100.00	\$ 171,700.00	\$ 16,670.00	\$ 283,390.00																					
7	PRESSURE CONNECTION, 16-INCH	EACH	1	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 39,900.00	\$ 39,900.00	\$ 33,432.00	\$ 33,432.00	\$ 19,000.00	\$ 19,000.00	\$ 1,420.00	\$ 1,420.00	\$ 33,500.00	\$ 33,500.00	\$ 58,200.00	\$ 58,200.00																					
8	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	11	\$ 12,000.00	\$ 132,000.00	\$ 10,800.00	\$ 118,800.00	\$ 9,100.00	\$ 100,100.00	\$ 8,395.00	\$ 92,345.00	\$ 12,000.00	\$ 132,000.00	\$ 8,000.00	\$ 88,000.00	\$ 7,500.00	\$ 82,500.00	\$ 11,860.00	\$ 130,460.00																					
9	FIRE HYDRANT TO BE REMOVED	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,144.00	\$ 1,144.00	\$ 750.00	\$ 750.00	\$ 745.00	\$ 745.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00																					
10	DUCTILE IRON FITTINGS	LB	10,768	\$ 1.00	\$ 10,768.00	\$ 9.00	\$ 96,912.00	\$ 13.00	\$ 139,984.00	\$ 10.50	\$ 113,064.00	\$ 10.00	\$ 107,680.00	\$ 0.01	\$ 107.68	\$ 12.00	\$ 129,216.00	\$ 9.00	\$ 96,912.00																					
11	STEEL CASING PIPE, 30-INCH (.3" WALL THICKNESS) BORED AND JACKED	LF	252	\$ 800.00	\$ 201,600.00	\$ 688.00	\$ 173,376.00	\$ 1,240.00	\$ 312,480.00	\$ 1,121.00	\$ 282,492.00	\$ 1,200.00	\$ 302,400.00	\$ 740.00	\$ 186,480.00	\$ 767.00	\$ 193,284.00	\$ 1,190.00	\$ 299,880.00																					
12	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	200	\$ 60.00	\$ 12,000.00	\$ 47.00	\$ 9,400.00	\$ 1.00	\$ 200.00	\$ 61.00	\$ 12,200.00	\$ 50.00	\$ 10,000.00	\$ 10.00	\$ 2,000.00	\$ 45.00	\$ 9,000.00	\$ 80.00	\$ 16,000.00																					
13	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	200	\$ 60.00	\$ 12,000.00	\$ 15.00	\$ 3,000.00	\$ 1.00	\$ 200.00	\$ 21.00	\$ 4,200.00	\$ 50.00	\$ 10,000.00	\$ 10.00	\$ 2,000.00	\$ 45.00	\$ 9,000.00	\$ 45.00	\$ 9,000.00																					
14	FOUNDATION MATERIAL	CY	200	\$ 30.00	\$ 6,000.00	\$ 85.00	\$ 17,000.00	\$ 40.00	\$ 8,000.00	\$ 72.00	\$ 14,400.00	\$ 1.00	\$ 200.00	\$ 10.00	\$ 2,000.00	\$ 45.00	\$ 9,000.00	\$ 83.00	\$ 16,600.00																					
15	EXPLORATORY EXCAVATION	EACH	8	\$ 800.00	\$ 6,400.00	\$ 1,000.00	\$ 8,000.00	\$ 500.00	\$ 4,000.00	\$ 778.00	\$ 6,224.00	\$ 450.00	\$ 3,600.00	\$ 120.00	\$ 960.00	\$ 200.00	\$ 1,600.00	\$ 1,120.00	\$ 8,960.00																					
16	VALVE VAULT TO BE REMOVED	EACH	1	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 825.00	\$ 825.00	\$ 1,200.00	\$ 1,200.00	\$ 680.00	\$ 680.00																					
17	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 22,330.00	\$ 22,330.00	\$ 11,720.00	\$ 11,720.00	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00																					
18	FULL DEPTH PAVEMENT PATCHING	SY	63	\$ 170.00	\$ 10,710.00	\$ 230.00	\$ 14,490.00	\$ 154.00	\$ 9,702.00	\$ 198.00	\$ 12,474.00	\$ 115.00	\$ 7,245.00	\$ 155.00	\$ 9,765.00	\$ 65.00	\$ 4,095.00	\$ 161.00	\$ 10,143.00																					
19	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SY	59	\$ 72.00	\$ 4,248.00	\$ 100.00	\$ 5,900.00	\$ 130.00	\$ 7,670.00	\$ 103.00	\$ 6,077.00	\$ 64.00	\$ 3,776.00	\$ 65.00	\$ 3,835.00	\$ 65.00	\$ 3,835.00	\$ 74.00	\$ 4,366.00																					
20	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	55	\$ 90.00	\$ 4,950.00	\$ 75.00	\$ 4,125.00	\$ 30.00	\$ 1,650.00	\$ 18.00	\$ 990.00	\$ 10.00	\$ 550.00	\$ 2.00	\$ 110.00	\$ 65.00	\$ 3,575.00	\$ 38.00	\$ 2,090.00																					
21	MAILBOX TO BE REMOVED AND RESET	EACH	1	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 456.00	\$ 456.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 750.00	\$ 750.00	\$ 400.00	\$ 400.00																					
22	STABILIZED CONSTRUCTION ENTRANCE	EACH	5	\$ 10,000.00	\$ 50,000.00	\$ 6,300.00	\$ 31,500.00	\$ 1,200.00	\$ 6,000.00	\$ 1,450.00	\$ 7,250.00	\$ 2,000.00	\$ 10,000.00	\$ 1,740.00	\$ 8,700.00	\$ 2,000.00	\$ 10,000.00	\$ 3,360.00	\$ 16,800.00																					
23	PERIMETER EROSION BARRIER	LF	11,141	\$ 3.00	\$ 33,423.00	\$ 4.00	\$ 44,564.00	\$ 3.75	\$ 41,778.75	\$ 2.75	\$ 30,637.75	\$ 2.00	\$ 22,282.00	\$ 3.00	\$ 33,423.00	\$ 4.00	\$ 44,564.00	\$ 3.50	\$ 38,993.50																					
24	DRAIN TILE REPLACEMENT	LF	200	\$ 50.00	\$ 10,000.00	\$ 93.00	\$ 18,600.00	\$ 65.00	\$ 13,000.00	\$ 104.00	\$ 20,800.00	\$ 48.00	\$ 9,600.00	\$ 21.00	\$ 4,200.00	\$ 69.00	\$ 13,800.00	\$ 88.00	\$ 17,600.00																					
25	RESTORATION	L SUM	1	\$ 117,916.00	\$ 117,916.00	\$ 8,176.00	\$ 8,176.00	\$ 97,000.00	\$ 97,000.00	\$ 29,195.00	\$ 29,195.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 240,000.00	\$ 240,000.00	\$ 160,000.00	\$ 160,000.00																					
26	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 210,000.00	\$ 210,000.00	\$ 6,500.00	\$ 6,500.00	\$ 71,000.00	\$ 71,000.00	\$ 6,500.00	\$ 6,500.00	\$ 160,000.00	\$ 160,000.00	\$ 33,000.00	\$ 33,000.00	\$ 75,000.00	\$ 75,000.00	\$ 60,000.00	\$ 60,000.00																					
27	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00																					
	BASE BID TOTAL (ITEMS 1-50)				\$ 3,750,000.00		\$ 3,088,000.00		\$ 3,061,746.75		\$ 2,685,268.75		\$ 3,133,394.00		\$ 1,999,133.68		\$ 2,859,106.00		\$ 3,961,262.50																					
ABOVE/BELOW ENGINEERS ESTIMATE					-9.93%	-25.83%					-26.46%					-35.50%					-24.74%					-51.98%					-31.33%					-4.86%				
CORRECTED NUMBERS FROM BID																																								

BID TABULATION ELDAMAIN WATER MAIN LOOP - NORTH CONTRACT UNITED CITY OF YORKVILLE													
Neslund & Associates, Inc. 115 S. River Road North Aurora, IL-60542		Performance Const - & Eng. 217 W. John Street Plano, IL-60545		PirTano Construction Co., LLC. 1766 Armitage Court Addison, IL 60101		Scanlon Excavating & Concrete, Inc. 630 S 7000 W Road Kankakee, IL 60901		Trine Construction Corp. 1041 Trine Court St. Charles, IL-60174		Winner Excavating, Inc. 1211 Deer St Yorkville, IL-60560		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
UNIT		UNIT		UNIT		UNIT		UNIT		UNIT		UNIT	
PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
\$ 77,485.00	\$ 17,821.55	\$ 15,000.00	\$ 3,450.00	\$ 5,891.00	\$ 1,354.93	\$ 35,000.00	\$ 8,050.00	\$ 37,500.02	\$ 8,625.00	\$ 40,000.00	\$ 9,200.00	\$ 30,000.00	\$ 6,900.00
\$ 7,060.00	\$ 21,180.00	\$ 10,000.00	\$ 30,000.00	\$ 5,484.00	\$ 16,452.00	\$ 8,500.00	\$ 25,500.00	\$ 9,230.00	\$ 27,690.00	\$ 6,000.00	\$ 18,000.00	\$ 13,000.00	\$ 39,000.00
\$ 89.75	\$ 2,154.00	\$ 130.00	\$ 3,120.00	\$ 204.00	\$ 4,896.00	\$ 225.00	\$ 5,400.00	\$ 169.45	\$ 4,066.80	\$ 200.00	\$ 4,800.00	\$ 210.00	\$ 5,040.00
\$ 124.00	\$ 1,381,484.00	\$ 150.00	\$ 1,671,150.00	\$ 183.00	\$ 2,038,803.00	\$ 170.00	\$ 1,893,970.00	\$ 157.23	\$ 1,751,699.43	\$ 143.00	\$ 1,593,163.00	\$ 225.00	\$ 2,506,725.00
\$ 6,695.00	\$ 13,390.00	\$ 10,000.00	\$ 20,000.00	\$ 7,999.00	\$ 15,998.00	\$ 8,500.00	\$ 17,000.00	\$ 9,710.31	\$ 19,420.26	\$ 9,000.00	\$ 18,000.00	\$ 10,000.00	\$ 20,000.00
\$ 7,715.00	\$ 131,155.00	\$ 12,000.00	\$ 204,000.00	\$ 10,226.00	\$ 173,842.00	\$ 10,500.00	\$ 178,500.00	\$ 12,854.75	\$ 218,530.75	\$ 10,500.00	\$ 178,500.00	\$ 12,000.00	\$ 204,000.00
\$ 32,900.00	\$ 32,900.00	\$ 10,000.00	\$ 10,000.00	\$ 35,527.00	\$ 35,527.00	\$ 25,000.00	\$ 25,000.00	\$ 1.00	\$ 1.00	\$ 6,500.00	\$ 6,500.00	\$ 12,000.00	\$ 12,000.00
\$ 6,870.00	\$ 75,570.00	\$ 8,000.00	\$ 88,000.00	\$ 8,115.00	\$ 89,265.00	\$ 8,100.00	\$ 89,100.00	\$ 8,653.98	\$ 95,193.78	\$ 9,600.00	\$ 105,600.00	\$ 10,000.00	\$ 110,000.00
\$ 1,025.00	\$ 1,025.00	\$ 750.00	\$ 750.00	\$ 467.00	\$ 467.00	\$ 1,000.00	\$ 1,000.00	\$ 329.64	\$ 329.64	\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00
\$ 9.50	\$ 102,296.00	\$ 11.00	\$ 118,448.00	\$ 9.35	\$ 100,680.80	\$ 1.25	\$ 13,460.00	\$ 0.01	\$ 107.68	\$ 0.01	\$ 107.68	\$ 5.00	\$ 53,840.00
\$ 963.00	\$ 242,676.00	\$ 850.00	\$ 214,200.00	\$ 1,196.00	\$ 301,392.00	\$ 1,125.00	\$ 283,500.00	\$ 878.48	\$ 221,376.96	\$ 915.00	\$ 230,580.00	\$ 1,200.00	\$ 302,400.00
\$ 22.80	\$ 4,560.00	\$ 10.00	\$ 2,000.00	\$ 35.00	\$ 7,000.00	\$ 30.00	\$ 6,000.00	\$ 40.25	\$ 8,050.00	\$ 19.00	\$ 3,800.00	\$ 70.00	\$ 14,000.00
\$ 22.80	\$ 4,560.00	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 30.00	\$ 6,000.00	\$ 40.25	\$ 8,050.00	\$ 19.00	\$ 3,800.00	\$ 80.00	\$ 16,000.00
\$ 54.00	\$ 10,800.00	\$ 5.00	\$ 1,000.00	\$ 92.00	\$ 18,400.00	\$ 100.00	\$ 20,000.00	\$ 74.75	\$ 14,950.00	\$ 1.00	\$ 200.00	\$ 60.00	\$ 12,000.00
\$ 2,285.00	\$ 18,280.00	\$ 100.00	\$ 800.00	\$ 648.00	\$ 5,184.00	\$ 500.00	\$ 4,000.00	\$ 1,437.50	\$ 11,500.00	\$ 500.00	\$ 4,000.00	\$ 1,200.00	\$ 9,600.00
\$ 505.00	\$ 505.00	\$ 750.00	\$ 750.00	\$ 493.00	\$ 493.00	\$ 650.00	\$ 650.00	\$ 307.67	\$ 307.67	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00
\$ 35,450.00	\$ 35,450.00	\$ 30,000.00	\$ 30,000.00	\$ 26,664.00	\$ 26,664.00	\$ 20,000.00	\$ 20,000.00	\$ 9,230.00	\$ 9,230.00	\$ 34,000.00	\$ 34,000.00	\$ 70,000.00	\$ 70,000.00
\$ 193.00	\$ 12,159.00	\$ 150.00	\$ 9,450.00	\$ 256.00	\$ 16,128.00	\$ 100.00	\$ 6,300.00	\$ 143.75	\$ 9,056.25	\$ 180.00	\$ 11,340.00	\$ 85.00	\$ 5,355.00
\$ 94.00	\$ 5,546.00	\$ 65.00	\$ 3,835.00	\$ 198.00	\$ 11,682.00	\$ 100.00	\$ 5,900.00	\$ 74.75	\$ 4,410.25	\$ 81.00	\$ 4,779.00	\$ 40.00	\$ 2,360.00
\$ 21.00	\$ 1,155.00	\$ 25.00	\$ 1,375.00	\$ 58.00	\$ 3,190.00	\$ 25.00	\$ 1,375.00	\$ 23.00	\$ 1,265.00	\$ 42.00	\$ 2,310.00	\$ 40.00	\$ 2,200.00
\$ 325.00	\$ 325.00	\$ 350.00	\$ 350.00	\$ 283.00	\$ 283.00	\$ 300.00	\$ 300.00	\$ 172.50	\$ 172.50	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
\$ 2,765.00	\$ 13,825.00	\$ 1,000.00	\$ 5,000.00	\$ 2,065.00	\$ 10,325.00	\$ 2,500.00	\$ 12,500.00	\$ 4,025.00	\$ 20,125.00	\$ 2,500.00	\$ 12,500.00	\$ 4,500.00	\$ 22,500.00
\$ 3.30	\$ 36,765.30	\$ 1.00	\$ 11,141.00	\$ 2.20	\$ 24,510.20	\$ 3.45	\$ 38,436.45	\$ 3.16	\$ 35,205.56	\$ 2.50	\$ 27,852.50	\$ 4.00	\$ 44,564.00
\$ 67.00	\$ 13,400.00	\$ 15.00	\$ 3,000.00	\$ 69.00	\$ 13,800.00	\$ 50.00	\$ 10,000.00	\$ 23.80	\$ 4,760.00	\$ 40.00	\$ 8,000.00	\$ 125.00	\$ 25,000.00
\$ 62,675.00	\$ 62,675.00	\$ 75,000.00	\$ 75,000.00	\$ 134,000.00	\$ 134,000.00	\$ 175,000.00	\$ 175,000.00	\$ 120,750.00	\$ 120,750.00	\$ 59,000.00	\$ 59,000.00	\$ 500,000.00	\$ 500,000.00
\$ 5,000.00	\$ 5,000.00	\$ 150,058.00	\$ 150,058.00	\$ 7,659.00	\$ 7,659.00	\$ 50,000.00	\$ 50,000.00	\$ 85,126.11	\$ 85,126.11	\$ 10,500.00	\$ 10,500.00	\$ 75,000.00	\$ 75,000.00
\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00
	\$ 2,346,656.85		\$ 2,758,877.00		\$ 3,160,995.93		\$ 2,996,941.45		\$ 2,779,999.64		\$ 2,448,532.18		\$ 4,163,484.00
-43.64%		-33.74%		-24.08%		-28.02%		-33.23%		-41.19%		-	





Reviewed By:	
Legal	<input checked="" 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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

PW 2024-103

### Agenda Item Summary Memo

**Title:** Cyrus One / Eldamain Water Main Loop – North Contract Construction Agreement

**Meeting and Date:** Public Works Committee – December 17, 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:** Consideration of 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: December 12, 2024  
Subject: Cyrus One / Eldamain Water Loop – northern contract,  
construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI to cover the northern portion of the Eldamain Water Loop to the Cyrus One property.

## **Background**

This item was last discussed by the City Council in July 2024 when the City Council approved a development agreement with Cyrus One, covering construction of utilities to the development. Since then, staff have finished the design of the utilities and put the project out to bid (separate agenda item). Accordingly, EEI has submitted a construction engineering agreement for our review.

The EEI proposal for construction engineering is for a total estimated amount of \$191,445, covering \$184,195 in estimated labor expenses and \$7,250 in estimated direct expenses. These costs are included in the FY 25 and FY 26 budget, and ultimately these costs will be covered by Cyrus One.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI covering the northern portion of the Eldamain Water Loop to the Cyrus One property.

Resolution No. 2024-\_\_\_\_\_

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a non-home rule municipality duly organized and validly existing in accordance with the Constitution of the State of Illinois and the laws of this State; and

**WHEREAS**, the City's Public Works Department plans to extend City water service, inkling constructing the Eldamain Water Main Loop (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Mayor and City Clerk are hereby authorized to execute the *Eldamain Water Main Loop – North Contract, United City of Yorkville, Professional Services Agreement –*

*Construction Engineering*, attached hereto as *Exhibit A*.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVAR TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

**Eldamain Water Main Loop – North Contract  
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 11,100 linear feet of 16-inch and 25 linear feet of 12-inch water main improvements along Eldamain Road and Corneils Road. (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 **\$184,195**. Direct expenses are estimated at **\$7,250**. The hourly rates for this project are shown in the attached 2024 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: ☒ 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 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>	2024 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

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

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Jori Behland  
City Clerk

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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  
Eldamain Water Main Loop – North Contract  
United City of Yorkville**

The United City of Yorkville intends to install approximately 11,100 linear feet of 16-inch and 25 linear feet of 12-inch water main improvements along Eldamain Road and Corneils Road.

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 "Eldamain Water Main Loop – North Contract" 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					YO2319-P NORTH CONTRACT				
PROJECT TITLE					DATE			PREPARED BY	
Eldamain Water Main Loop - North Contract					12/10/24			CPD	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE	PT	PM	SPT2	PS	ADMIN	HOURS	COST
		RATE	\$241	\$234	\$210	\$168	\$153	\$210	\$175	\$168	\$72		
CONSTRUCTION ENGINEERING													
3.1	Contract Administration		9	7	42	44	41		-	-	2	145	\$ 26,436
3.2	Construction Layout and Record Drawings		-	4	-	2	4	5	71	57	-	143	\$ 24,935
3.3	Observation and Documentation		2	2	46	20	774		-	-	6	850	\$132,824
Construction Engineering Subtotal:			11	13	88	66	819	5	71	57	8	1,138	\$184,195
PROJECT TOTAL:			11	13	88	66	819	5	71	57	8	1,138	184,195

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	\$ 200
Vehicle =	\$ 4,550
Material Testing =	\$ 2,500
Environmental Assessment =	\$ -
<b>DIRECT EXPENSES =</b>	<b>\$ 7,250</b>

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$161,144
Surveying Expenses =	\$ 23,051
Drafting Expenses =	\$ -
<b>TOTAL LABOR EXPENSES</b>	<b>\$184,195</b>

<b>TOTAL COSTS</b>	<b>\$191,445</b>
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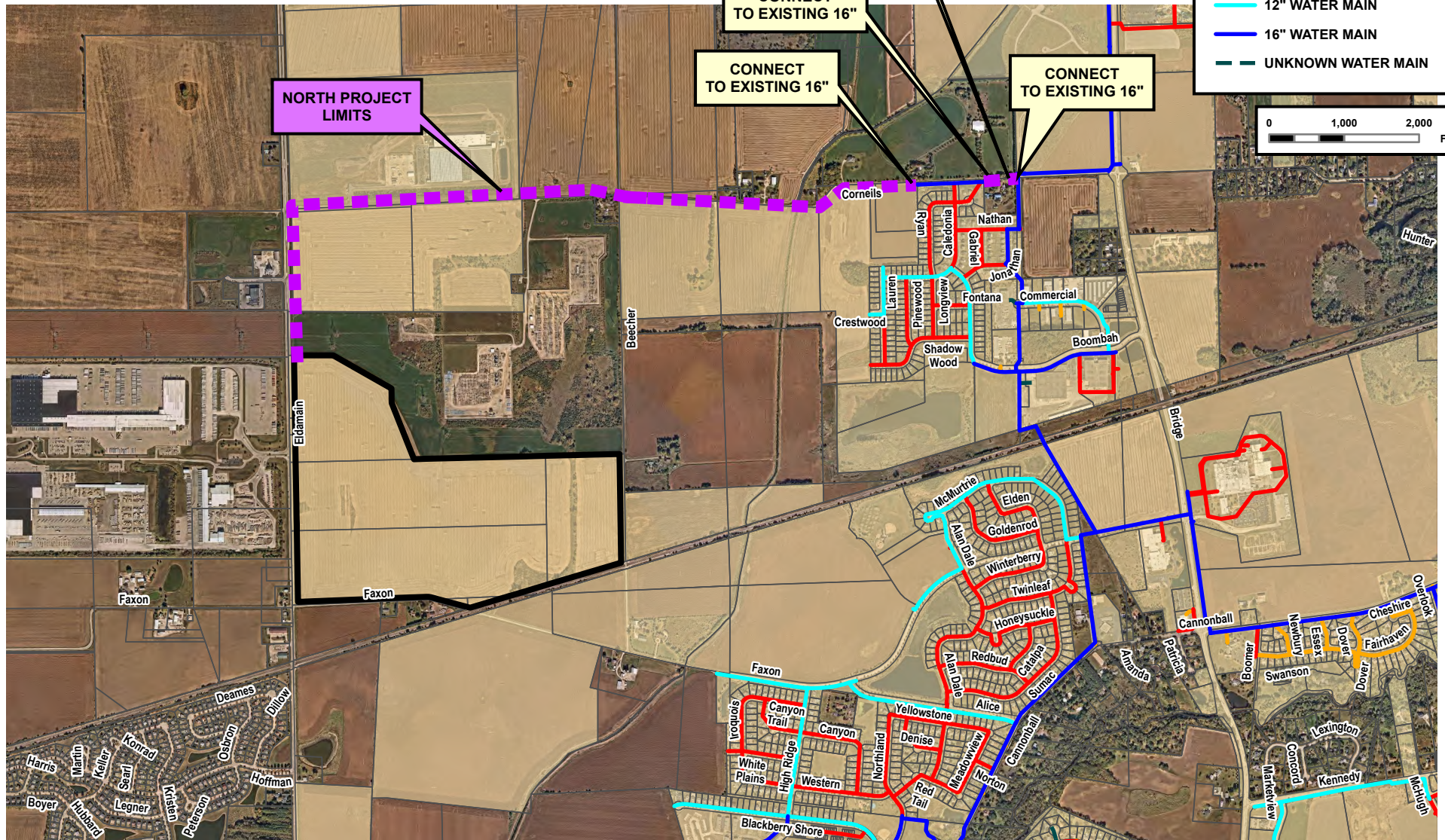
ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2319-P	
PROJECT TITLE		DATE	PREPARED BY
Eldamain Water Main Loop - North Contract		12/10/2024	VH/CPD

TASK NO.	TASK DESCRIPTION	2025																							
		January				February				March				April				May				June			
		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.**  
CONSULTING ENGINEERS  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700 / [www.eeiweb.com](http://www.eeiweb.com)

**United City of Yorkville**  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
(630) 553-4350  
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE	DECEMBER 2024
PROJECT NO.	YQ2319
PATH	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE	YQ2319_Eldmain Water Main North_South Loop

**ELDMAIN  
WATER MAIN LOOP**  
UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

**ELDMAIN WATER MAIN LOOP  
NORTH  
ATTACHMENT E**



## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

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

Vehicle for Construction Observation		\$ 20.00
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		\$ 225.00
Expert Testimony		\$ 275.00





Reviewed By:	
Legal	<input checked="" 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 2024-104

### Agenda Item Summary Memo

**Title:** Eldamain Water Main Loop – South Contract Award

**Meeting and Date:** Public Works Committee – December 17, 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:** 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: December 4, 2024  
Subject: Eldamain Water Main Loop – South

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Bids were received, opened and tabulated for work to be done on the Eldamain Water Main Loop – South at 11:00 a.m., December 3, 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.

Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

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 St. Yorkville, IL 60560, in the total amount of **\$2,679,397.65**, contingent upon the receipt of the funds from C1 Yorkville, LLC.

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

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS APPROVING A BID TO CONSTRUCT THE ELDAMAIN WATER LOOP  
SOUTH PORTION OF A WATER AND SEWER EXTENSION PROJECT  
(C1 Yorkville, LLC)**

**WHEREAS**, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, C1 Yorkville, LLC, a Delaware limited liability company (“C1 Yorkville”), submitted a proposal to the City to develop approximately 229 acres at the northeast corner of Eldamain and Faxon Roads (the “Development Site”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an on-site electric substation (collectively, the “C1 Project”); and

**WHEREAS**, the C1 Project will require the City to extend water and sewer service to the Development Site, including the engineering design for the extensions and acquisition of required temporary and permanent easements necessary to construct the C1 Project (the “Utility Project”); and

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) approved City of Yorkville Ordinance No. 2024-31 on July 9, 2024, approving certain agreements with C1 Yorkville, wherein the City agreed to construct the Utility Project on the condition that C1 Yorkville bear all costs incurred in constructing the Utility Project; and

**WHEREAS**, in compliance with all applicable Illinois laws, bids were accepted to complete a portion of the Utility Project, known as the “Eldamain Water Loop – South”, and a public bid opening was held at 11:00 a.m. on December 3, 2024; and

**WHEREAS**, the City’s engineers and staff find that the lowest responsible bidder is Winner Excavating, Inc., 1211 Deer St. Yorkville, IL 60560, with a total bid amount of \$2,679,397.65 (the “Project Cost”); and

**WHEREAS**, it has been recommended to the Corporate Authorities that the bid by Winner be accepted, contingent upon receipt of funds from C1 Yorkville to pay the Project Cost.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Corporate Authorities hereby find and declare that a bid by Winner Excavating, Inc., 1211 Deer Street, Yorkville, Illinois 60560, to complete the “Eldamain Water Loop – South” project at a cost of \$2,679,397.65 is the lowest responsible bid, and therefore accept the bid, contingent on receipt of adequate funds from C1 Yorkville to pay the Project Cost.

**Section 3.** That this resolution shall be in full force and effect from and after its passage and approval according to law.

*[Remainder of page intentionally left blank. Roll call vote follows.]*

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this  
\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

**BID SUMMARY**  
**ELDAMAIN WATER MAIN LOOP - SOUTH CONTRACT**  
**UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 11:00 A.M. 12/3/2024	<b>J &amp; S Construction Sewer and Water Inc.</b> P.O. Box 760 Oswego, IL 60543	<b>Winninger Excavating, Inc.</b> 1211 Deer St Yorkville, IL-60560	<b>Benchmark Construction</b> 2260 Southwind Blvd Bartlett, IL-60103	<b>C. Szabo Contracting, Inc.</b> 331 Elliot Ave. West Chicago, IL 60185
<b>BID TOTAL</b>	\$2,779,793.25	\$2,679,397.65	\$3,488,000.00	\$3,629,052.00
<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>
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>



BID TABULATION ELDAMAIN WATER MAIN LOOP - SOUTH CONTRACT UNITED CITY OF YORKVILLE													
		BID TABULATION BIDS RECD 12/3/2024		Winner Excavating 8845 Schoger Drive Naperville, IL 60564		J&S Construction PO Box 760 Oswego, IL 60543		Benchmark Construction 2260 Southwind Blvd Bartlett, IL 60103		C. Szabo Contracting, Inc. 331 Elliot Ave West Chicago, IL 60185		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
1	TREE REMOVAL	AC	0.6	\$ 20,000.00	\$ 12,000.00	\$ 18,000.00	\$ 10,800.00	\$ 19,000.00	\$ 11,400.00	\$ 20,000.00	\$ 12,000.00	\$ 30,000.00	\$ 18,000.00
2	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	3	\$ 5,000.00	\$ 15,000.00	\$ 3,300.00	\$ 9,900.00	\$ 8,200.00	\$ 24,600.00	\$ 6,031.00	\$ 18,093.00	\$ 8,000.00	\$ 24,000.00
3	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 9,500.00	\$ 9,500.00	\$ 10,242.00	\$ 10,242.00	\$ 10,000.00	\$ 10,000.00
4	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	1,405	\$ 110.00	\$ 154,550.00	\$ 89.00	\$ 125,045.00	\$ 161.00	\$ 226,205.00	\$ 157.00	\$ 220,585.00	\$ 160.00	\$ 224,800.00
5	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	11,443	\$ 139.00	\$ 1,590,577.00	\$ 151.00	\$ 1,727,893.00	\$ 187.00	\$ 2,139,841.00	\$ 171.00	\$ 1,956,753.00	\$ 145.00	\$ 1,659,235.00
6	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	3	\$ 8,200.00	\$ 24,600.00	\$ 6,700.00	\$ 20,100.00	\$ 8,500.00	\$ 25,500.00	\$ 9,267.00	\$ 27,801.00	\$ 10,000.00	\$ 30,000.00
7	BUTTERFLY VALVE AND VALVE VAULT, 16-INCH	EACH	18	\$ 9,200.00	\$ 165,600.00	\$ 8,100.00	\$ 145,800.00	\$ 10,400.00	\$ 187,200.00	\$ 10,125.00	\$ 182,250.00	\$ 10,000.00	\$ 180,000.00
8	PRESSURE CONNECTION, 12"	EACH	2	\$ 5,800.00	\$ 11,600.00	\$ 6,000.00	\$ 12,000.00	\$ 18,000.00	\$ 36,000.00	\$ 4,865.00	\$ 9,730.00	\$ 6,000.00	\$ 12,000.00
9	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	18	\$ 9,500.00	\$ 171,000.00	\$ 8,200.00	\$ 147,600.00	\$ 10,800.00	\$ 194,400.00	\$ 7,270.00	\$ 130,860.00	\$ 10,000.00	\$ 180,000.00
10	WATER MAIN TO BE REMOVED	LF	1,208	\$ 10.00	\$ 12,080.00	\$ 20.00	\$ 24,160.00	\$ 8.00	\$ 9,664.00	\$ 22.00	\$ 26,576.00	\$ 20.00	\$ 24,160.00
11	FIRE HYDRANT TO BE REMOVED	EACH	2	\$ 750.00	\$ 1,500.00	\$ 1,435.00	\$ 2,870.00	\$ 500.00	\$ 1,000.00	\$ 736.00	\$ 1,472.00	\$ 2,000.00	\$ 4,000.00
12	DUCTILE IRON FITTINGS	LB	13,525	\$ 0.01	\$ 135.25	\$ 0.01	\$ 135.25	\$ 9.00	\$ 121,725.00	\$ 1.00	\$ 13,525.00	\$ 1.00	\$ 13,525.00
13	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	87	\$ 85.00	\$ 7,395.00	\$ 113.00	\$ 9,831.00	\$ 200.00	\$ 17,400.00	\$ 145.00	\$ 12,615.00	\$ 150.00	\$ 13,050.00
14	STEEL CASING PIPE, 30-INCH (.3" WALL THICKNESS) BORED AND JACKED	LF	190	\$ 904.00	\$ 171,760.00	\$ 945.00	\$ 179,550.00	\$ 858.00	\$ 163,020.00	\$ 842.00	\$ 159,980.00	\$ 1,000.00	\$ 190,000.00
15	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	200	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 50.00	\$ 10,000.00	\$ 10.00	\$ 2,000.00	\$ 50.00	\$ 10,000.00
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	200	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 15.00	\$ 3,000.00	\$ 10.00	\$ 2,000.00	\$ 60.00	\$ 12,000.00
17	FOUNDATION MATERIAL	CY	200	\$ 1.00	\$ 200.00	\$ 40.00	\$ 8,000.00	\$ 85.00	\$ 17,000.00	\$ 33.00	\$ 6,600.00	\$ 40.00	\$ 8,000.00
18	EXPLORATORY EXCAVATION	EACH	6	\$ 500.00	\$ 3,000.00	\$ 860.00	\$ 5,160.00	\$ 1,000.00	\$ 6,000.00	\$ 150.00	\$ 900.00	\$ 1,000.00	\$ 6,000.00
19	VALVE VAULT TO BE ABANDONED	EACH	1	\$ 750.00	\$ 750.00	\$ 480.00	\$ 480.00	\$ 500.00	\$ 500.00	\$ 719.00	\$ 719.00	\$ 500.00	\$ 500.00
20	VALVE VAULT TO BE REMOVED	EACH	3	\$ 750.00	\$ 2,250.00	\$ 1,500.00	\$ 4,500.00	\$ 300.00	\$ 900.00	\$ 1,175.00	\$ 3,525.00	\$ 750.00	\$ 2,250.00
21	WATER MAIN TESTING - PRESSURE AND DISINFECTION	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 13,600.00	\$ 13,600.00	\$ 5,000.00	\$ 5,000.00	\$ 37,669.00	\$ 37,669.00	\$ 50,000.00	\$ 50,000.00
22	FULL DEPTH PAVEMENT PATCHING	SY	90	\$ 180.00	\$ 16,200.00	\$ 155.00	\$ 13,950.00	\$ 250.00	\$ 22,500.00	\$ 259.00	\$ 23,310.00	\$ 85.00	\$ 7,650.00
23	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	40	\$ 145.00	\$ 5,800.00	\$ 125.00	\$ 5,000.00	\$ 150.00	\$ 6,000.00	\$ 158.00	\$ 6,320.00	\$ 50.00	\$ 2,000.00
24	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	21	\$ 50.00	\$ 1,050.00	\$ 10.00	\$ 210.00	\$ 75.00	\$ 1,575.00	\$ 116.00	\$ 2,436.00	\$ 40.00	\$ 840.00
25	SIGN TO BE REMOVED AND RESET	EACH	1	\$ 350.00	\$ 350.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
26	STABILIZED CONSTRUCTION ENTRANCE	EACH	4	\$ 2,500.00	\$ 10,000.00	\$ 1,950.00	\$ 7,800.00	\$ 6,300.00	\$ 25,200.00	\$ 3,826.00	\$ 15,304.00	\$ 4,000.00	\$ 16,000.00
27	INLET PROTECTION	EACH	9	\$ 250.00	\$ 2,250.00	\$ 290.00	\$ 2,610.00	\$ 200.00	\$ 1,800.00	\$ 225.00	\$ 2,025.00	\$ 200.00	\$ 1,800.00

BID TABULATION ELDAMAIN WATER MAIN LOOP - SOUTH CONTRACT UNITED CITY OF YORKVILLE													
		BID TABULATION BIDS RECD 12/3/2024		Winner Excavating 8845 Schoger Drive Naperville, IL 60564		J&S Construction PO Box 760 Oswego, IL 60543		Benchmark Construction 2260 Southwind Blvd Bartlett, IL 60103		C. Szabo Contracting, Inc. 331 Elliot Ave West Chicago, IL 60185		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM	DESCRIPTION			UNIT		UNIT		UNIT		UNIT		UNIT	
NO.		UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
28	PERIMETER EROSION BARRIER	LF	12,848	\$ 2.30	\$ 29,550.40	\$ 3.00	\$ 38,544.00	\$ 4.00	\$ 51,392.00	\$ 4.00	\$ 51,392.00	\$ 3.00	\$ 38,544.00
29	PIPE CULVERT REMOVAL AND REPLACEMENT	LF	30	\$ 80.00	\$ 2,400.00	\$ 23.00	\$ 690.00	\$ 71.00	\$ 2,130.00	\$ 111.00	\$ 3,330.00	\$ 110.00	\$ 3,300.00
30	FENCE REMOVAL AND REPLACEMENT	LF	155	\$ 30.00	\$ 4,650.00	\$ 30.00	\$ 4,650.00	\$ 116.00	\$ 17,980.00	\$ 12.00	\$ 1,860.00	\$ 100.00	\$ 15,500.00
31	TEMPORARY CONSTRUCTION FENCE	LF	155	\$ 5.00	\$ 775.00	\$ 13.00	\$ 2,015.00	\$ 75.00	\$ 11,625.00	\$ 8.00	\$ 1,240.00	\$ 100.00	\$ 15,500.00
32	RAILROAD TRACK REMOVAL	LF	125	\$ 15.00	\$ 1,875.00	\$ 130.00	\$ 16,250.00	\$ 50.00	\$ 6,250.00	\$ 58.00	\$ 7,250.00	\$ 100.00	\$ 12,500.00
33	DRAIN TILE REPLACEMENT	LF	200	\$ 40.00	\$ 8,000.00	\$ 21.00	\$ 4,200.00	\$ 93.00	\$ 18,600.00	\$ 52.00	\$ 10,400.00	\$ 50.00	\$ 10,000.00
34	RESTORATION	L SUM	1	\$ 80,000.00	\$ 80,000.00	\$ 54,000.00	\$ 54,000.00	\$ 5,593.00	\$ 5,593.00	\$ 225,000.00	\$ 225,000.00	\$ 150,000.00	\$ 150,000.00
35	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	\$ 9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 35,000.00	\$ 35,000.00
36	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 14,000.00	\$ 14,000.00	\$ 64,000.00	\$ 64,000.00	\$ 5,000.00	\$ 5,000.00	\$ 335,690.00	\$ 335,690.00	\$ 75,000.00	\$ 75,000.00
37	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00
	BASE BID TOTAL (ITEMS 1-50)			1.00	\$ 2,679,397.65	1.00	\$ 2,779,793.25	1.00	\$ 3,488,000.00	1.00	\$ 3,629,052.00	1.00	\$ 3,155,654.00
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST				-15.09%		-11.91%		10.53%		15.00%		-	
CORRECTED NUMBERS FROM BID													





Reviewed By:	
Legal	<input checked="" 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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #6

Tracking Number

PW 2024-105

### Agenda Item Summary Memo

**Title:** Cyrus One / Eldamain Water Main Loop – South Contract Construction Agreement

**Meeting and Date:** Public Works Committee – December 17, 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:** Consideration of 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: December 12, 2024  
Subject: Cyrus One / Eldamain Water Loop – southern contract,  
construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI to cover the southern portion of the Eldamain Water Loop to the Cyrus One property.

## **Background**

This item was last discussed by the City Council in July 2024 when the City Council approved a development agreement with Cyrus One, covering construction of utilities to the development. Since then, staff have finished the design of the utilities and put the project out to bid (separate agenda item). Accordingly, EEI has submitted a construction engineering agreement for our review.

The EEI proposal for construction engineering is for a total estimated amount of \$230,778, covering \$222,603 in estimated labor expenses and \$8,175 in estimated direct expenses. These costs are included in the FY 25 and FY 26 budget, and ultimately these costs will be covered by Cyrus One.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI covering the southern portion of the Eldamain Water Loop to the Cyrus One property.

**Resolution No. 2024-\_\_\_\_\_**

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a non-home rule municipality duly organized and validly existing in accordance with the Constitution of the State of Illinois and the laws of this State; and

**WHEREAS**, the City's Public Works Department plans to extend City water service, including constructing the Eldamain Water Main Loop (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an *Eldamain Water Main Loop – South Contract, United City of Yorkville, Professional Services Agreement –*

*Construction Engineering*, attached hereto as *Exhibit A*.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
City Clerk

**Eldamain Water Main Loop – South Contract  
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 1,450 linear feet of 12-inch and 11,500 linear feet of 16-inch water main improvements along Faxon Road, Beecher Road, BNSF ROW, and Eldamain Road. (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 **\$222,603**. Direct expenses are estimated at **\$8,175**. The hourly rates for this project are shown in the attached 2024 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: ☒ 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 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>	2024 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.:

\_\_\_\_\_  
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**  
**Eldamain Water Main Loop – South Contract**  
**United City of Yorkville**

The United City of Yorkville intends to install approximately 1,450 linear feet of 12-inch and 11,500 linear feet of 16-inch water main improvements along Faxon Road, Beecher Road, BNSF ROW, and Eldamain Road.

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 "Eldamain Water Main Loop – South Contract" 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					YO2319-P				
PROJECT TITLE					DATE			PREPARED BY	
Eldamain Water Main Loop - South Contract					12/10/24			CPD	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE	PT	PM	SPT2	PS	ADMIN	HOURS	COST
		RATE	\$241	\$234	\$210	\$168	\$153	\$210	\$175	\$168	\$72		
CONSTRUCTION ENGINEERING													
3.1	Contract Administration		9	10	48	60	47		-	-	2	176	\$ 32,004
3.2	Construction Layout and Record Drawings		-	6	-	4	4	9	73	59	-	155	\$ 27,265
3.3	Observation and Documentation		2	2	66	40	924		-	-	6	1,040	\$163,334
Construction Engineering Subtotal:			11	18	114	104	975	9	73	59	8	1,371	\$222,603
PROJECT TOTAL:			11	18	114	104	975	9	73	59	8	1,371	222,603

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	\$ 150
Vehicle =	\$ 5,525
Material Testing =	\$ 2,500
Environmental Assessment =	\$ -
<b>DIRECT EXPENSES =</b>	<b>\$ 8,175</b>

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$198,026
Surveying Expenses =	\$ 24,577
Drafting Expenses =	\$ -
<b>TOTAL LABOR EXPENSES</b>	<b>\$222,603</b>

<b>TOTAL COSTS</b>	<b>\$230,778</b>
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2319-P	
PROJECT TITLE	DATE	PREPARED BY
Eldamain Water Main Loop - South Contract	12/10/2024	VH/CPD

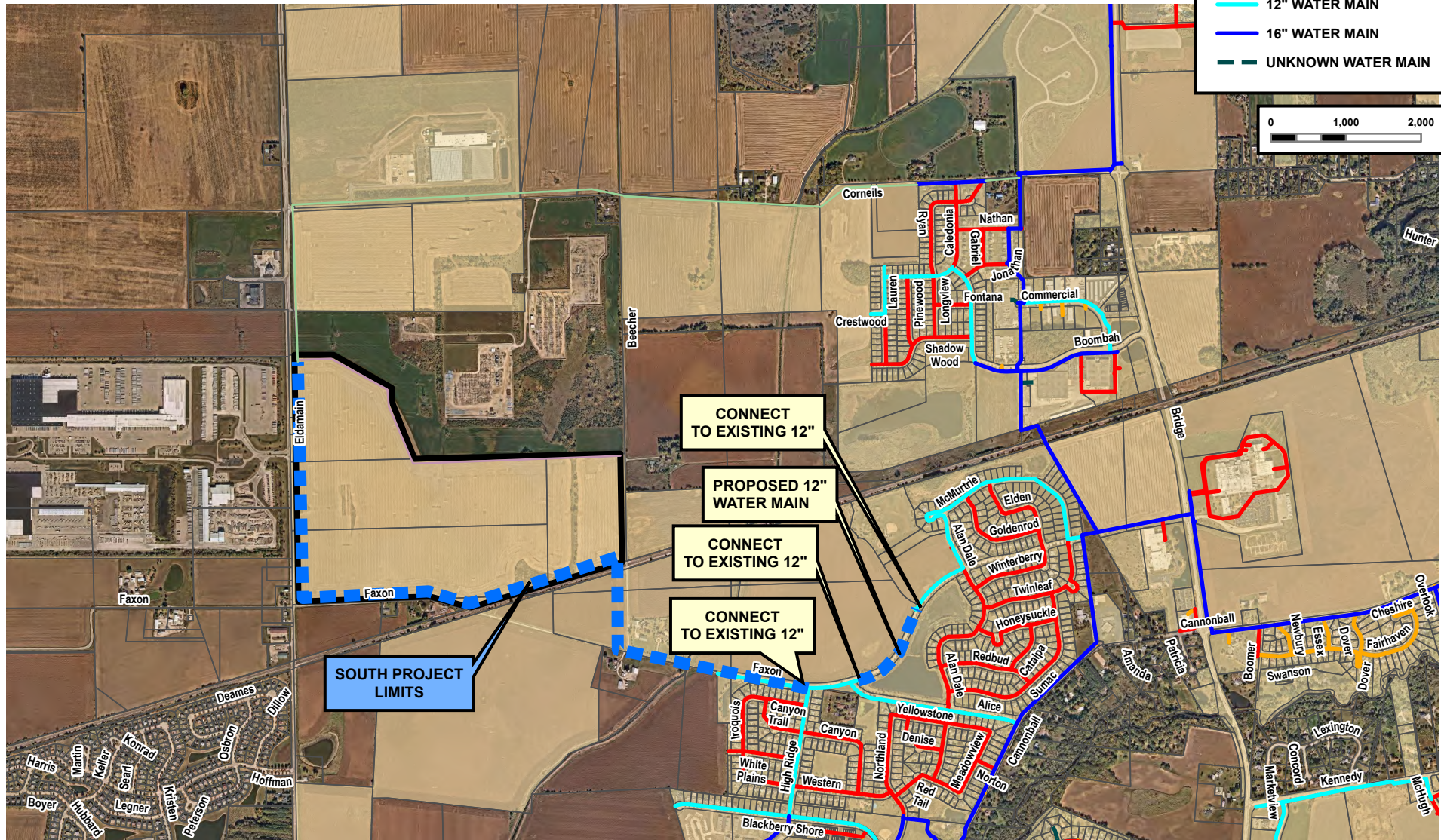
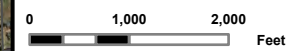
TASK NO.	TASK DESCRIPTION	2025																							
		January				February				March				April				May				June			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CONSTRUCTION ENGINEERING																									
3.1	Contract Administration																								
3.2	Construction Layout and Record Drawings																								
3.3	Observation and Documentation - Water Main																								







- POTENTIAL DEVELOPMENT
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- UNKNOWN WATER MAIN



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

**United City of Yorkville**  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
(630) 553-4350  
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE	DECEMBER 2024
PROJECT NO.	YQ2319
PATH	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE	YQ2319_Eldmain Water Main North_South Loop

**ELDMAIN  
WATER MAIN LOOP**  
UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

**ELDMAIN WATER MAIN LOOP  
SOUTH  
ATTACHMENT E**





## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

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

Vehicle for Construction Observation		\$ 20.00
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		\$ 225.00
Expert Testimony		\$ 275.00



Reviewed By:	
Legal	<input checked="" 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 2024-106

### Agenda Item Summary Memo

**Title:** Southern Sanitary Sewer Connection – Contract Award

**Meeting and Date:** Public Works Committee – December 17, 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:** 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: December 17, 2024  
Subject: Southern Sanitary Sewer Connection

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Bids were received, opened, and tabulated for work to be done on the Southern Sanitary Sewer Connection at 11:00 a.m., December 5, 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.

Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Fischer Excavating, Inc., 1567 N. Heine Road, Freeport, IL 61032 in the total amount of **\$826,384.00**, contingent upon the receipt of the funds from C1 Yorkville, LLC and the final acquisition of the easement.

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

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS APPROVING A BID TO CONSTRUCT THE SOUTHERN SANITARY  
SEWER CONNECTION PORTION OF A WATER AND SEWER EXTENSION  
PROJECT  
(C1 Yorkville, LLC)**

**WHEREAS**, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, C1 Yorkville, LLC, a Delaware limited liability company (“C1 Yorkville”), submitted a proposal to the City to develop approximately 229 acres at the northeast corner of Eldamain and Faxon Roads (the “Development Site”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an on-site electric substation (collectively, the “C1 Project”); and

**WHEREAS**, the C1 Project will require the City to extend water and sewer service to the Development Site, including the engineering design for the extensions and acquisition of required temporary and permanent easements necessary to construct the C1 Project (the “Utility Project”); and

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) approved City of Yorkville Ordinance No. 2024-31 on July 9, 2024, approving certain agreements with C1 Yorkville, wherein the City agreed to construct the Utility Project on the condition that C1 Yorkville bear all costs incurred in constructing the Utility Project; and

**WHEREAS**, in compliance with all applicable Illinois laws, bids were accepted to complete a portion of the Utility Project, known as the “Southern Sanitary Sewer Connection”, and a public bid opening was held at 11:00 a.m. on December 5, 2024; and

**WHEREAS**, the City’s engineers and staff find that the lowest responsible bidder is Fischer Excavating, Inc., 1567 N. Heine Road, Freeport, Illinois 61032 (“Fischer”), with a total bid amount of \$826,384.00 (the “Project Cost”); and

**WHEREAS**, it has been recommended to the Corporate Authorities that the bid by Fischer be accepted, contingent upon receipt of funds from C1 Yorkville to pay the Project Cost.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Corporate Authorities hereby find and declare that a bid by Fischer Excavating, Inc., 1567 N. Heine Road, Freeport, Illinois 61032, to complete the “Southern Sanitary Sewer Connection” project at a cost of \$826,384.00 is the lowest responsible bid, and therefore accept the bid, contingent on receipt of adequate funds from C1 Yorkville to pay the Project Cost.

**Section 3.** That this resolution shall be in full force and effect from and after its passage and approval according to law.

*[Remainder of page intentionally left blank. Roll call vote follows.]*

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this  
\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

BID TABULATION SOUTHERN SANITARY SEWER CONNECTION UNITED CITY OF YORKVILLE													
		BID TABULATION BIDS RECD 12/5/2024		Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL-61032		Performance Construction & Engineering, LLC 217 W. John Street Plano, IL-60545		J & S Construction Sewer And Water Inc P.O. Box 760 Oswego, IL-60543		Winninger Excavating 8845 Schoger Dr Naperville, IL-60564		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
1	STABILIZED CONSTRUCTION ENTRANCE	EACH	2	\$ 743.00	\$ 1,486.00	\$ 3,500.00	\$ 7,000.00	\$ 1,700.00	\$ 3,400.00	\$ 3,000.00	\$ 6,000.00	\$ 4,500.00	\$ 9,000.00
2	TREE REMOVAL	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 10,500.00	\$ 10,500.00	\$ 450.00	\$ 450.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00
3	PERIMETER EROSION BARRIER	FOOT	4,050	\$ 3.00	\$ 12,150.00	\$ 2.50	\$ 10,125.00	\$ 3.00	\$ 12,150.00	\$ 2.00	\$ 8,100.00	\$ 4.00	\$ 16,200.00
4	FOUNDATION MATERIAL	CUYD	50	\$ 75.00	\$ 3,750.00	\$ 12.00	\$ 600.00	\$ 15.00	\$ 750.00	\$ 75.00	\$ 3,750.00	\$ 60.00	\$ 3,000.00
5	SELECT GRANULAR BACKFILL	CUYD	380	\$ 66.00	\$ 25,080.00	\$ 1.00	\$ 380.00	\$ 38.00	\$ 14,440.00	\$ 40.00	\$ 15,200.00	\$ 55.00	\$ 20,900.00
6	DRAIN TILE REPLACEMENT	FOOT	100	\$ 100.00	\$ 10,000.00	\$ 45.00	\$ 4,500.00	\$ 12.00	\$ 1,200.00	\$ 50.00	\$ 5,000.00	\$ 80.00	\$ 8,000.00
7	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FRAME AND CLOSED LID	EACH	7	\$ 12,241.00	\$ 85,687.00	\$ 12,500.00	\$ 87,500.00	\$ 5,100.00	\$ 35,700.00	\$ 10,000.00	\$ 70,000.00	\$ 10,000.00	\$ 70,000.00
8	ADDITIONAL DEPTH OF MANHOLE	FOOT	67	\$ 240.00	\$ 16,080.00	\$ 10.00	\$ 670.00	\$ 113.00	\$ 7,571.00	\$ 400.00	\$ 26,800.00	\$ 35.00	\$ 2,345.00
9	SANITARY SEWER, PVC C900, DR-21, 12-INCH	FOOT	1,822	\$ 243.00	\$ 442,746.00	\$ 225.00	\$ 409,950.00	\$ 284.00	\$ 517,448.00	\$ 222.00	\$ 404,484.00	\$ 225.00	\$ 409,950.00
10	SANITARY SEWER PVC C900, 12-INCH, CERTA-LOK	FOOT	110	\$ 134.00	\$ 14,740.00	\$ 235.00	\$ 25,850.00	\$ 75.00	\$ 8,250.00	\$ 140.00	\$ 15,400.00	\$ 235.00	\$ 25,850.00
11	BORE AND JACK 24" STEEL CASING PIPE (SANITARY SEWER NOT INCLUDED)	FOOT	110	\$ 812.00	\$ 89,320.00	\$ 625.00	\$ 68,750.00	\$ 1,230.00	\$ 135,300.00	\$ 1,279.00	\$ 140,690.00	\$ 800.00	\$ 88,000.00
12	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 4,555.00	\$ 4,555.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00
13	DEFLECTION TESTING SANITARY SEWER	FOOT	1,932	\$ 1.00	\$ 1,932.00	\$ 3.00	\$ 5,796.00	\$ 1.00	\$ 1,932.00	\$ 2.00	\$ 3,864.00	\$ 7.00	\$ 13,524.00
14	TELEVISION SANITARY SEWER	FOOT	1,932	\$ 3.00	\$ 5,796.00	\$ 3.25	\$ 6,279.00	\$ 3.00	\$ 5,796.00	\$ 2.50	\$ 4,830.00	\$ 7.00	\$ 13,524.00
15	SANITARY MANHOLE VACUUM TESTING	EACH	7	\$ 346.00	\$ 2,422.00	\$ 1,700.00	\$ 11,900.00	\$ 350.00	\$ 2,450.00	\$ 200.00	\$ 1,400.00	\$ 750.00	\$ 5,250.00
16	PRESSURE TESTING SANITARY SEWER	FOOT	1,932	\$ 1.00	\$ 1,932.00	\$ 3.00	\$ 5,796.00	\$ 0.50	\$ 966.00	\$ 2.00	\$ 3,864.00	\$ 7.00	\$ 13,524.00
17	HMA PAVEMENT REMOVAL AND REPLACEMENT	SQYD	22	\$ 345.00	\$ 7,590.00	\$ 160.00	\$ 3,520.00	\$ 155.00	\$ 3,410.00	\$ 500.00	\$ 11,000.00	\$ 100.00	\$ 2,200.00
18	FLOW DIVERSION OF ROB ROY CREEK	LSUM	1	\$ 6,318.00	\$ 6,318.00	\$ 60,000.00	\$ 60,000.00	\$ 85,000.00	\$ 85,000.00	\$ 138,000.00	\$ 138,000.00	\$ 45,000.00	\$ 45,000.00
19	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL, TYPE 2	TONS	100	\$ 78.00	\$ 7,800.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 25.00	\$ 2,500.00	\$ 60.00	\$ 6,000.00
20	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 19,000.00	\$ 25,000.00	\$ 25,000.00
21	RESTORATION	LSUM	1	\$ 27,000.00	\$ 27,000.00	\$ 71,154.00	\$ 71,154.00	\$ 22,500.00	\$ 22,500.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00
22	ALLOWANCE - ITEMS ORDERED BY ENGINEER	DOLLAR	50,000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
23	<b>TOTAL</b>				<b>\$ 826,384.00</b>		<b>\$ 898,770.00</b>		<b>\$ 925,713.00</b>		<b>\$ 966,882.00</b>		<b>\$ 889,767.00</b>
<b>ABOVE/BELOW ENGINEERS ESTIMATE</b>					-7.12%	1.01%	4.04%	8.67%					

CORRECTED NUMBERS FROM BID





Reviewed By:	
Legal	<input checked="" 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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #8

Tracking Number

PW 2024-107

### Agenda Item Summary Memo

**Title:** Cyrus One/Southern Sanitary Sewer Connection – Construction Engineering Agreement

**Meeting and Date:** Public Works Committee – December 17, 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:** Consideration of 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: December 12, 2024  
Subject: Cyrus One / Southern Sanitary Sewer Connection – construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI to cover the sanitary sewer extension to the Cyrus One property.

## **Background**

This item was last discussed by the City Council in July 2024 when the City Council approved a development agreement with Cyrus One, covering construction of utilities to the development. Since then, staff have finished the design of the utilities and put the project out to bid (separate agenda item). Accordingly, EEI has submitted a construction engineering agreement for our review.

The EEI proposal for construction engineering is for a total estimated amount of \$95,001, covering \$87,251 in estimated labor expenses and \$7,750 in estimated direct expenses. These costs are included in the FY 25 and FY 26 budget, and ultimately these costs will be covered by Cyrus One.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI covering the sanitary sewer extension to the Cyrus One property.

Resolution No. 2024-\_\_\_\_\_

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a non-home rule municipality duly organized and validly existing in accordance with the Constitution of the State of Illinois and the laws of this State; and

**WHEREAS**, the City's Public Works Department plans to extend the City's sanitary sewers, including constructing the Southern Sanitary Sewer Connection (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Mayor and City Clerk are hereby authorized to execute a *Southern Sanitary Sewer Connection, United City of Yorkville, Professional Services Agreement* –

*Construction Engineering*, attached hereto as *Exhibit A*.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVAR TARULIS	_____	RUSTY CORNEILS	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

**Southern Sanitary Sewer Connection  
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 1,930 linear feet of 12-inch sanitary sewer improvements primarily east of Beecher Road along the BNSF railroad. (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 \$87,251. Direct expenses are estimated at \$7,750. The hourly rates for this project are shown in the attached 2024 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: ☒ 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 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>	2024 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

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

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Jori Behland  
City Clerk

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Angie Smith  
Executive Assistant

## ATTACHMENT A – 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. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

**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. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

**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  
Southern Sanitary Sewer Connection  
United City of Yorkville**

The United City of Yorkville intends to install approximately 1,930 linear feet of 12-inch sanitary sewer improvements primarily east of Beecher Road along the BNSF railroad.

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
- 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 Sanitary Sewer
- 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 above scope for “Southern Sanitary Sewer Connection” 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					YO2321-P				
PROJECT TITLE					DATE			PREPARED BY	
Southern Sanitary Sewer Connection					12/6/24			KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$168	\$153	\$210	\$175	\$168	\$72		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		2	33	-	20	-	-	-	-	55	\$ 10,482
3.2	Construction Layout and Record Drawings		-	1	-	2	-	29	19	-	51	\$ 8,783
3.3	Observation and Documentation		2	10	-	426	-	-	-	3	441	\$ 67,986
Construction Engineering Subtotal:			4	44	-	448	-	29	19	3	547	\$ 87,251
PROJECT TOTAL:			4	44	-	448	-	29	19	3	547	87,251

## Assumptions

RE on site for 40 days at 10 hours/day

DIRECT EXPENSES	
Printing/Scanning =	\$ 150
Vehicle =	\$ 2,600
Railroad Permitting =	\$ 5,000
	\$ -
<b>DIRECT EXPENSES =</b>	<b>\$ 7,750</b>

LABOR SUMMARY	
EEL Labor Expenses =	\$ 78,984
Surveying Expenses =	\$ 8,267
Drafting Expenses =	\$ -
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 87,251</b>

<b>TOTAL COSTS</b>	<b>\$ 95,001</b>
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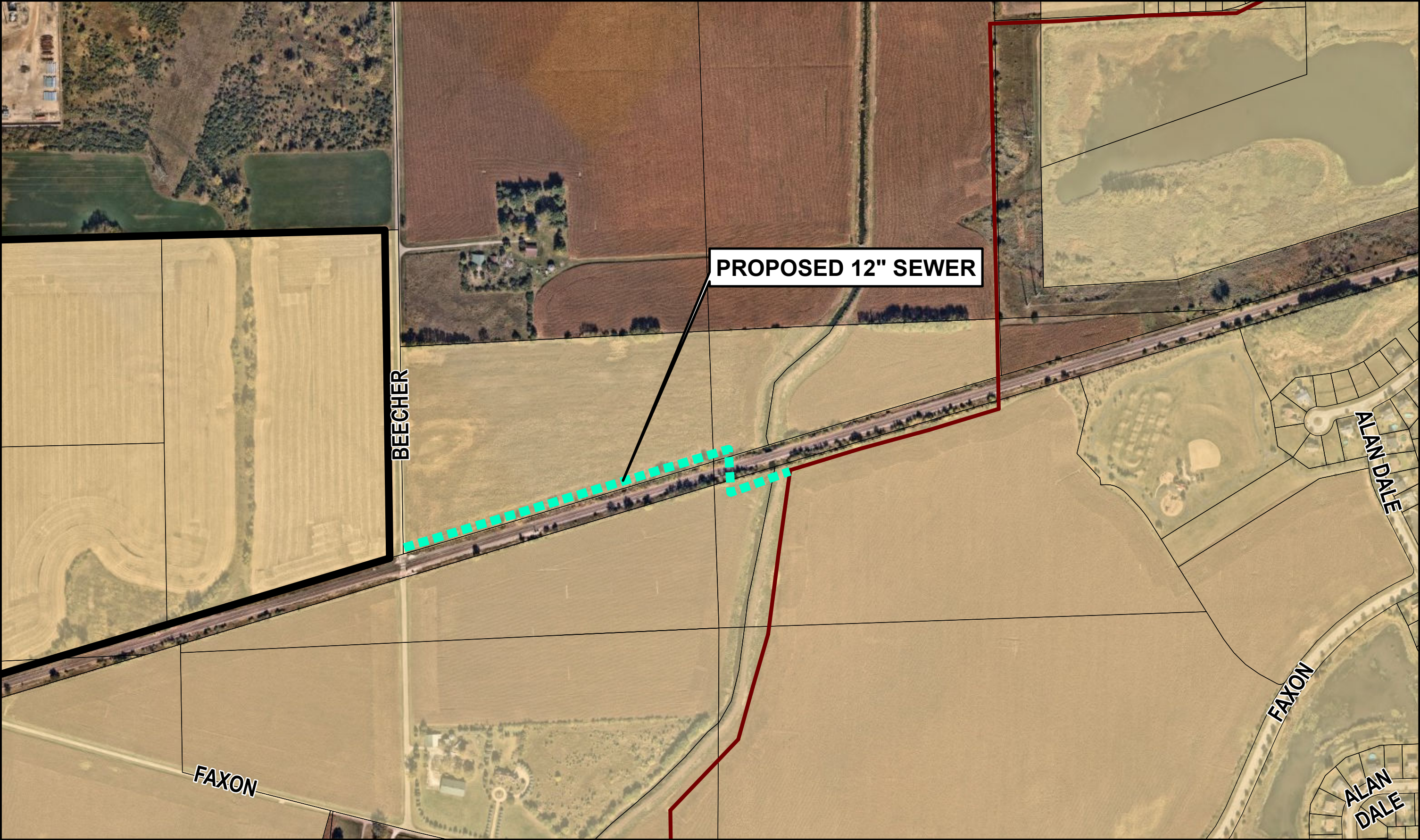
ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2321-P	
PROJECT TITLE		DATE	PREPARED BY
Southern Sanitary Sewer Connection		12/6/2024	KDW

TASK NO.	TASK DESCRIPTION	2025																							
		January				February				March				April				May				June			
		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.**  
**CONSULTING ENGINEERS**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700 / [www.eeiweb.com](http://www.eeiweb.com)

**United City of Yorkville**  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	DECEMBER 2024
PROJECT NO.:	Y02321
PATH:	H:/GIS/PUBLIC/YORKVILLE/2023/
FILE:	Y02321-Attachment E

**SOUTHERN SANITARY  
SEWER CONNECTION**  
UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

**ATTACHMENT E  
LOCATION MAP**





# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

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

Vehicle for Construction Observation		\$ 20.00
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		\$ 225.00
Expert Testimony		\$ 275.00



Reviewed By:	
Legal	<input checked="" 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 2024-108

### Agenda Item Summary Memo

**Title:** 2024 Sanitary Sewer Lining Improvements – Contract Award and Change Order No. 1

**Meeting and Date:** Public Works Committee – December 17, 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:** Recommendation of Contract Award and Consideration of

Change Order No. 1

**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  
Erin Willrett, Assistant City Administrator  
Rob Fredrickson, Finance Director  
Jori Behland, City Clerk

Date: December 17, 2024  
Subject: 2024 Sanitary Sewer Lining Improvements

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Bids were received, opened, and tabulated for work to be done on the 2024 Sanitary Sewer Lining Improvements at 11:00 a.m., December 3, 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.

The low bid was above our engineer's estimate and above the FY25 budget. This was anticipated, with the intent to adjust quantities prior to construction to maximize the amount of work performed within the budget.

We have adjusted the scope with a suggested change order in consultation with Public Works prioritizing the sewers in the worst condition.

Therefore, we recommend the acceptance of the bid and approval of award be made to the low bidder, Insituform Technologies, 11948 Longmont Dr., Maryland Heights, MO 63043 in the total amount of **\$522,036.76**.

Additionally, we recommend the approval of Change Order No. 1, which will decrease the contract value by \$134,561.40 for a total value of \$387,475.36.

This project will be coded out of the Sewer Main Replacement Program (52-520-60-00-6025) in the Sewer Fund, which is currently budgeted at \$390,000.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS APPROVING A BID TO CONSTRUCT SANITARY SEWER LINING  
IMPROVEMENTS**

**WHEREAS**, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, certain sanitary sewers within the City require improvement and rehabilitation, including the installation of lining along the interior of sanitary sewer pipes; and

**WHEREAS**, in compliance with all applicable Illinois laws, bids were accepted to construct 2024 Sanitary Sewer Lining Improvements, and a public bid opening was held at 11:00 a.m. on December 3, 2024; and

**WHEREAS**, the City’s engineers and staff find that the lowest responsible bidder Insituform Technologies, 11948 Longmont Drive, Maryland Heights, Missouri 63043 (“Insituform”), with a total bid amount of \$522,036.76 (the “Project Cost”); and

**WHEREAS**, it has been recommended to the Corporate Authorities that the bid by Insituform be accepted.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Corporate Authorities hereby find and declare that a bid by Insituform Technologies, 11948 Longmont Drive, Maryland Heights, Missouri 63043, to construct the 2024 Sanitary Sewer Lining Improvements project at a cost of \$522,036.76 is the lowest responsible

bid, and therefore accept the bid.

**Section 3.** That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK



BID TABULATION 2024 SANITARY SEWER LINING IMPROVEMENTS UNITED CITY OF YORKVILLE													
		BID TABULATION BIDS RECD 12/3/2024		Insituform Technologies USA, LLC 11948 Longmont Dr. Maryland Heights, MO 63043		National Power Rodding Corp 2500 Arthington St. Chicago, IL 60612-4108		Hoerr Construction, Inc. P.O. Box 65 Goodfield, IL 61742		Performance Pipelining, Inc. 1551 W. Norris Dr. Ottawa, IL 61350		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
1	CURED -IN-PLACE HEAT CURED PIPE LINING, 8-INCH	FOOT	1,585	\$ 32.61	\$ 51,686.85	\$ 47.27	\$ 74,922.95	\$ 56.00	\$ 88,760.00	\$ 47.00	\$ 74,495.00	\$ 42.00	\$ 66,570.00
2	CURED-IN-PLACE HEAT CURED PIPE LINING, 12-INCH	FOOT	2,148	\$ 68.36	\$ 146,837.28	\$ 56.21	\$ 120,739.08	\$ 70.00	\$ 150,360.00	\$ 61.00	\$ 131,028.00	\$ 57.00	\$ 122,436.00
3	CURED-IN-PLACE HEAT CURED PIPE LINING, 15-INCH	FOOT	2,353	\$ 64.71	\$ 152,262.63	\$ 81.00	\$ 190,593.00	\$ 80.00	\$ 188,240.00	\$ 82.00	\$ 192,946.00	\$ 73.00	\$ 171,769.00
4	POINT REPAIR, 8-INCH	EACH	1	\$ 19,250.00	\$ 19,250.00	\$ 20,125.00	\$ 20,125.00	\$ 21,000.00	\$ 21,000.00	\$ 13,650.00	\$ 13,650.00	\$ 13,500.00	\$ 13,500.00
5	GROUT JOINTS	EACH	15	\$ 3,275.00	\$ 49,125.00	\$ 900.00	\$ 13,500.00	\$ 1,240.00	\$ 18,600.00	\$ 1.00	\$ 15.00	\$ 670.00	\$ 10,050.00
6	HEAVY CLEANING	FOOT	500	\$ 7.50	\$ 3,750.00	\$ 10.00	\$ 5,000.00	\$ 14.00	\$ 7,000.00	\$ 8.00	\$ 4,000.00	\$ 6.00	\$ 3,000.00
7	BYPASS PUMPING	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 30,000.00	\$ 30,000.00	\$ 2,000.00	\$ 2,000.00	\$ 48,000.00	\$ 48,000.00	\$ 10,000.00	\$ 10,000.00
8	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FR, CL	EACH	4	\$ 12,650.00	\$ 50,600.00	\$ 13,225.00	\$ 52,900.00	\$ 13,225.00	\$ 52,900.00	\$ 20,017.00	\$ 80,068.00	\$ 8,500.00	\$ 34,000.00
9	ADDITIONAL DEPTH MANHOLE	FOOT	5	\$ 55.00	\$ 275.00	\$ 57.50	\$ 287.50	\$ 60.00	\$ 300.00	\$ 485.00	\$ 2,425.00	\$ 200.00	\$ 1,000.00
10	CALLSS "D" PATCH, 4-INCH	SQ YD	30	\$ 275.00	\$ 8,250.00	\$ 287.50	\$ 8,625.00	\$ 295.00	\$ 8,850.00	\$ 65.00	\$ 1,950.00	\$ 100.00	\$ 3,000.00
11	RAILROAD INSURANCE	LSUM	1	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,000.00	\$ 5,000.00
12	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00
13	RAILROAD FLAGGER ALLOWANCE	DOLLAR	5,000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
14	ALLOWANCE - ITEMS ORDERED BY ENGINEER	DOLLAR	20,000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
	BASE BID TOTAL				\$ 522,036.76		\$ 569,192.53		\$ 573,010.00		\$ 593,827.00		\$ 472,325.00
ABOVE/BELOW ENGINEERS ESTIMATE				10.52%		20.51%		21.32%		25.72%		-	
CORRECTED NUMBERS FROM BID													

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL  
COUNTY, ILLINOIS APPROVING A CHANGE ORDER RELATING TO THE 2024  
SANITARY SEWER LINING IMPROVEMENTS PROJECT**

**WHEREAS**, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, the City has approved a contract in the amount of \$522,036.76 with Insituform Technologies, 11948 Longmont Drive, Maryland Heights, Missouri 63043 (“Insituform”), for a project commonly known as the 2024 Sanitary Sewer Lining Improvements, the price of which has decreased from the original contract amount in the amount of \$134,561.40 (the “*Change Order*”) due to the amount budgeted for this project being \$390,000 causing a necessary decrease in the scope of the project and amount of sewer lines to be rehabilitated; and

**WHEREAS**, all change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the Change Order is in the best interest of the City as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33E-9); and

**WHEREAS**, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order decreasing the total contract price to the amount of \$387,475.36 is necessary, as set forth in the proposal from Insituform.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.



**Section 2.** The Corporate Authorities hereby find and declare that the Change Order to the 2024 Sewer Lining Improvements project with Insituform Technologies, which results in a total decrease of \$134,561.40, is required and that such decrease is in the best interests of the City and is authorized by law.

**Section 3.** The Change Order is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

**Section 4.** That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

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CITY CLERK

CHANGE ORDER

Order No. 1

Date: December 10, 2024

Agreement Date: N/A

NAME OF PROJECT: 2024 Sanitary Sewer Lining Improvements

OWNER: United City of Yorkville

CONTRACTOR: Insituform Technologies

The following changes are hereby made to the CONTRACT DOCUMENTS:

1) See attached detail (\$134,561.40)

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 522,036.76

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 522,036.76

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~)(decreased) by:  
\$ 134,561.40

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 387,475.36

Justification:

- 1) The bid value of the contract exceeded the budgeted value for sanitary sewer lining improvements. The scope was adjusted to fall under the budgeted construction value, prioritizing the lines in the worst condition. The anticipated value of the improvements eliminated is \$134,561.40.

Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: \_\_\_\_\_ Insituform Technologies.

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

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



Engineering Enterprises, Inc.

2024 SANITARY SEWER LINING IMPROVEMENTS  
QUANTITY ADJUSTMENTS - CHANGE ORDER NO. 1

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	BID AMOUNT	ADJUSTED QUANTITY	AWARD AMOUNT
1	CURED -IN-PLACE HEAT CURED PIPE LINING, 8-INCH	FOOT	\$ 32.61	1,585	\$ 51,686.85	865	\$ 28,207.65
2	CURED-IN-PLACE HEAT CURED PIPE LINING, 12-INCH	FOOT	\$ 68.36	2,148	\$ 146,837.28	1,878	\$ 128,380.08
3	CURED-IN-PLACE HEAT CURED PIPE LINING, 15-INCH	FOOT	\$ 64.71	2,353	\$ 152,262.63	2,353	\$ 152,262.63
4	POINT REPAIR, 8-INCH	EACH	\$ 19,250.00	1	\$ 19,250.00	1	\$ 19,250.00
5	GROUT JOINTS	EACH	\$ 3,275.00	15	\$ 49,125.00	5	\$ 16,375.00
6	HEAVY CLEANING	FOOT	\$ 7.50	500	\$ 3,750.00	500	\$ 3,750.00
7	BYPASS PUMPING	LSUM	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
8	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FR, CL	EACH	\$ 12,650.00	4	\$ 50,600.00	0	\$ -
9	ADDITIONAL DEPTH MANHOLE	FOOT	\$ 55.00	5	\$ 275.00	0	\$ -
10	CALLSS "D" PATCH, 4-INCH	SQ YD	\$ 275.00	30	\$ 8,250.00	30	\$ 8,250.00
11	RAILROAD INSURANCE	LSUM	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
12	TRAFFIC CONTROL AND PROTECTION	LSUM	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00
13	RAILROAD FLAGGER ALLOWANCE	DOLLAR	\$ 1.00	5,000	\$ 5,000.00	0	\$ -
14	ALLOWANCE - ITEMS ORDERED BY ENGINEER	DOLLAR	\$ 1.00	20,000	\$ 20,000.00	20,000	\$ 20,000.00
TOTAL					\$ 522,036.76		\$ 387,475.36



Reviewed By:	
Legal	<input checked="" 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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #10

Tracking Number

PW 2024-109

### Agenda Item Summary Memo

**Title:** 2024 Sanitary Sewer Lining – Design and Construction Engineering Agreement

**Meeting and Date:** Public Works Committee – December 17, 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:** Consideration of 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: December 12, 2024  
Subject: 2024 Sanitary sewer lining – design and construction engineering

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## **Summary**

Consideration of a design and construction engineering agreement with EEI to cover the 2024 sanitary sewer lining projects.

## **Background**

This item was last discussed by the City Council in Spring 2024 when the City Council approved the FY 25 budget which includes \$440,000 in FY 2025 for sanitary sewer replacement. Since then, the staff have bid out the sanitary sewer lining project for 2024 (separate agenda item) and EEI has prepared a design and construction engineering agreement to cover the work to be completed next Summer.

The EEI proposal for design and construction engineering is for a fixed fee amount of \$16,074 (design) and a fee based on hourly rates estimated at \$18,280 in total (construction). These costs are included in the FY 25 and FY 26 budget.

## **Recommendation**

Staff recommends approval of the design and construction engineering agreement with EEI covering the 2024 sanitary sewer lining program.

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a non-home rule municipality duly organized and validly existing in accordance with the Constitution of the State of Illinois and the laws of this State; and

**WHEREAS**, the City's Public Works Department plans to install a lining along the interior of certain sanitary sewer pipes (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an *Agreement for Professional Services – 2024 Sanitary Sewer Lining, Design and Construction Engineering*,

attached hereto as *Exhibit A*.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK



**Agreement for Professional Services**  
**2024 Sanitary Sewer Lining, Design and 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. Design and construction engineering will be provided for approximately 5,100 linear feet of sanitary sewer lining in various locations in the City (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:**

Contractor 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 B. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$16,074. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$18,280. The hourly rates for this project are shown in the attached 2024 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, Contractor, 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 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 Kane 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 the 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

**Attachment D:** Anticipated Project Schedule

**Attachment E:** Location Map

**Attachment F:** 2024 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 Point Drive  
Yorkville, IL 60560

For the Contractor:

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 \_\_\_\_\_, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

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John Purcell  
Mayor

---

Brad Sanderson, PE  
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. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

**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. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



**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.



**2024 Sanitary Sewer Lining  
United City of Yorkville, IL  
Professional Services Agreement - Design and Construction Engineering**

**Attachment B – Scope of Services**

**DESIGN ENGINEERING – 2024 Sanitary Sewer Lining**

**2.1 Project Management and Administration**

- Management of Personnel and the Engineering Contract
- Coordination with the City
- Coordinate Televising of Sewer and Review of Existing Conditions

**2.2 Project Meetings**

- Project Kick-Off Meeting Between the City and EEI

**2.3 Bid Package, Specifications and Estimates**

- Preparation of 50% Specifications
- Preparation of 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

**2.4 Bidding and Contracting**

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

**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
- Coordinate with City Services (Garbage, Mail, Etc.)
- 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 Observation and Documentation**

- Provide Resident Engineering Services for Construction
- 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 above scope for "2024 Sanitary Sewer Lining" 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**

<b>CLIENT</b>													
United City of Yorkville													
<b>PROJECT TITLE</b>												<b>PREPARED BY</b>	
2024 Sanitary Sewer Lining												KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPT 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN		HOURS	COST
		RATE	\$246	\$210	\$175	\$168	\$234	\$175	\$153	\$175	\$164	\$72			
DESIGN ENGINEERING															
2.1	Project Management and Administration	-	6	-	4	-	-	-	-	-	-	-	-	10	\$ 1,932
2.2	Project Meetings	2	2	-	4	-	-	-	-	-	-	-	-	8	\$ 1,584
2.3	Bid Package, Specifications and Estimates	-	7	-	24	-	-	-	-	-	-	-	-	31	\$ 5,502
2.4	Bidding and Contracting	-	12	-	24	-	-	-	-	-	-	7	-	43	\$ 7,056
Insert Task Subtotal:		2	27	-	56	-	-	-	-	-	-	7	-	92	\$ 16,074
CONSTRUCTION ENGINEERING															
3.1	Construction Administration	2	14	20	-	-	-	-	-	-	-	2	-	38	\$ 7,076
3.2	Observation and Documentation	-	6	56	-	-	-	-	-	-	-	2	-	64	\$ 11,204
Insert Task Subtotal:		2	20	76	-	-	-	-	-	-	-	4	-	102	\$ 18,280
PROJECT TOTAL:		2	27	-	56	-	-	-	-	-	-	7	-	92	34,354

<b>DIRECT EXPENSES</b>		
Vehicle Charges =	\$	650
Cleaning & Televising =	\$	-
<b>DIRECT EXPENSES =</b>	<b>\$</b>	<b>650</b>

<b>LABOR SUMMARY</b>		
EEL Labor Expenses =	\$	34,354
<b>TOTAL LABOR EXPENSES</b>	<b>\$</b>	<b>34,354</b>

<b>TOTAL COSTS</b>	<b>\$</b>	<b>35,004</b>
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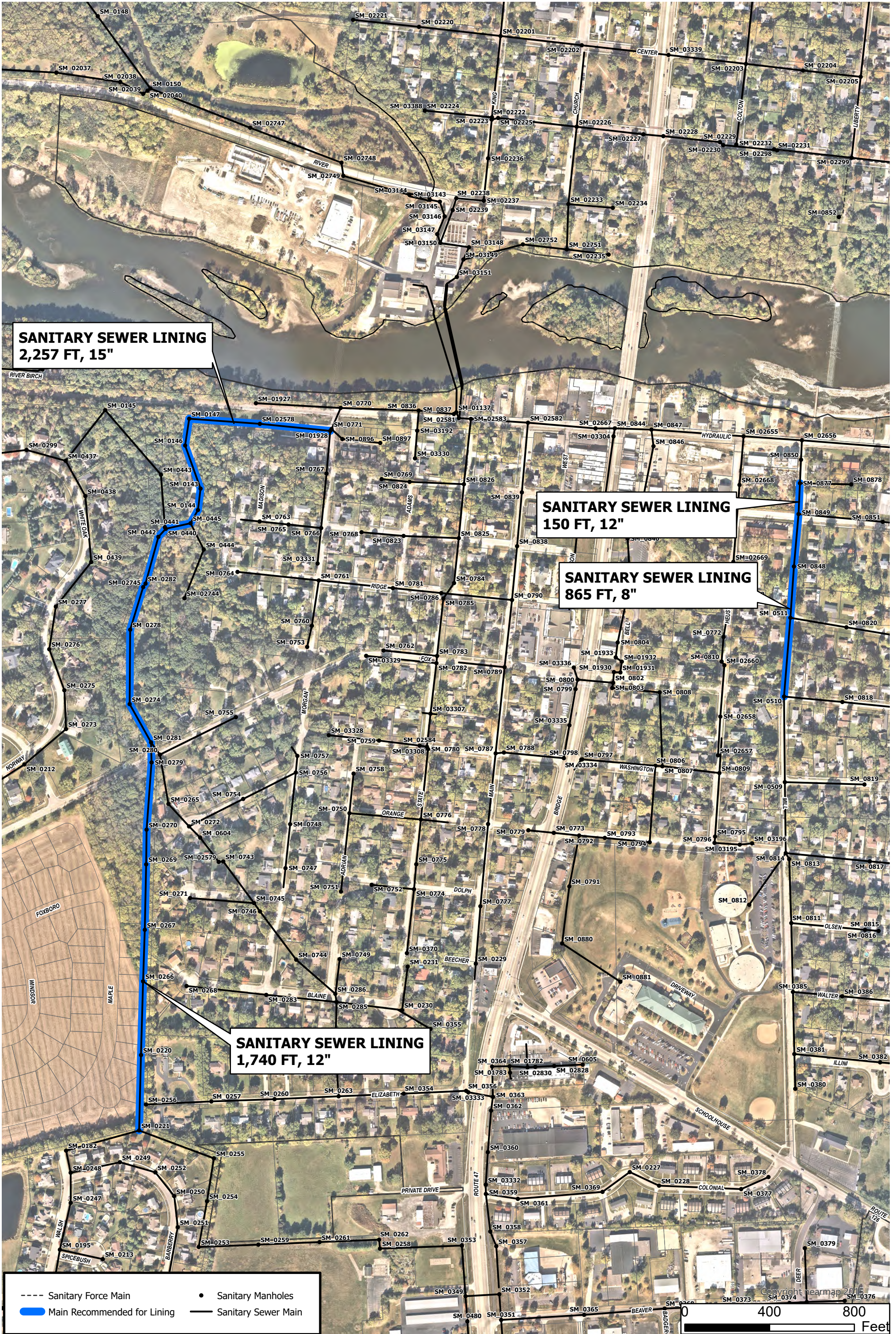


## ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER				
United City of Yorkville						YO2450-P				
PROJECT TITLE						DATE		PREPARED BY		
2024 Sanitary Sewer Lining						12/10/24		KDW		
TASK NO.	TASK DESCRIPTION									
		2024				2025				
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
DESIGN ENGINEERING										
2.1	Project Management and Administration									
2.2	Project Meetings									
2.3	Bid Package, Specifications and Estimates									
2.4	Bidding and Contracting									
CONSTRUCTION ENGINEERING										
3.1	Construction Administration									
3.2	Observation and Documentation									







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Sanitary Force Main


Main Recommended for Lining

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Sanitary Manholes

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Sanitary Sewer Main



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



**United City of Yorkville**  
651 Prairie Pointe Drive  
Yorkville, IL 60560

DATE:	DECEMBER 2024
PROJECT NO.:	YO2450
BY:	MJT
PATH:	
FILE:	


2024 SANITARY SEWER LINING

ATTACHMENT E LOCATION MAP

0400800

Feet

Copyright nearmap 2015







# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

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

Vehicle for Construction Observation		\$ 20.00
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		\$ 225.00
Expert Testimony		\$ 275.00



Reviewed By:	
Legal	<input checked="" 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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #11

Tracking Number

PW 2024-110

### Agenda Item Summary Memo

**Title:** Grande Reserve Unit 3 – Performance Guarantee Release

**Meeting and Date:** Public Works Committee – December 17, 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:** 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 17, 2024  
Subject: Grande Reserve Unit 3

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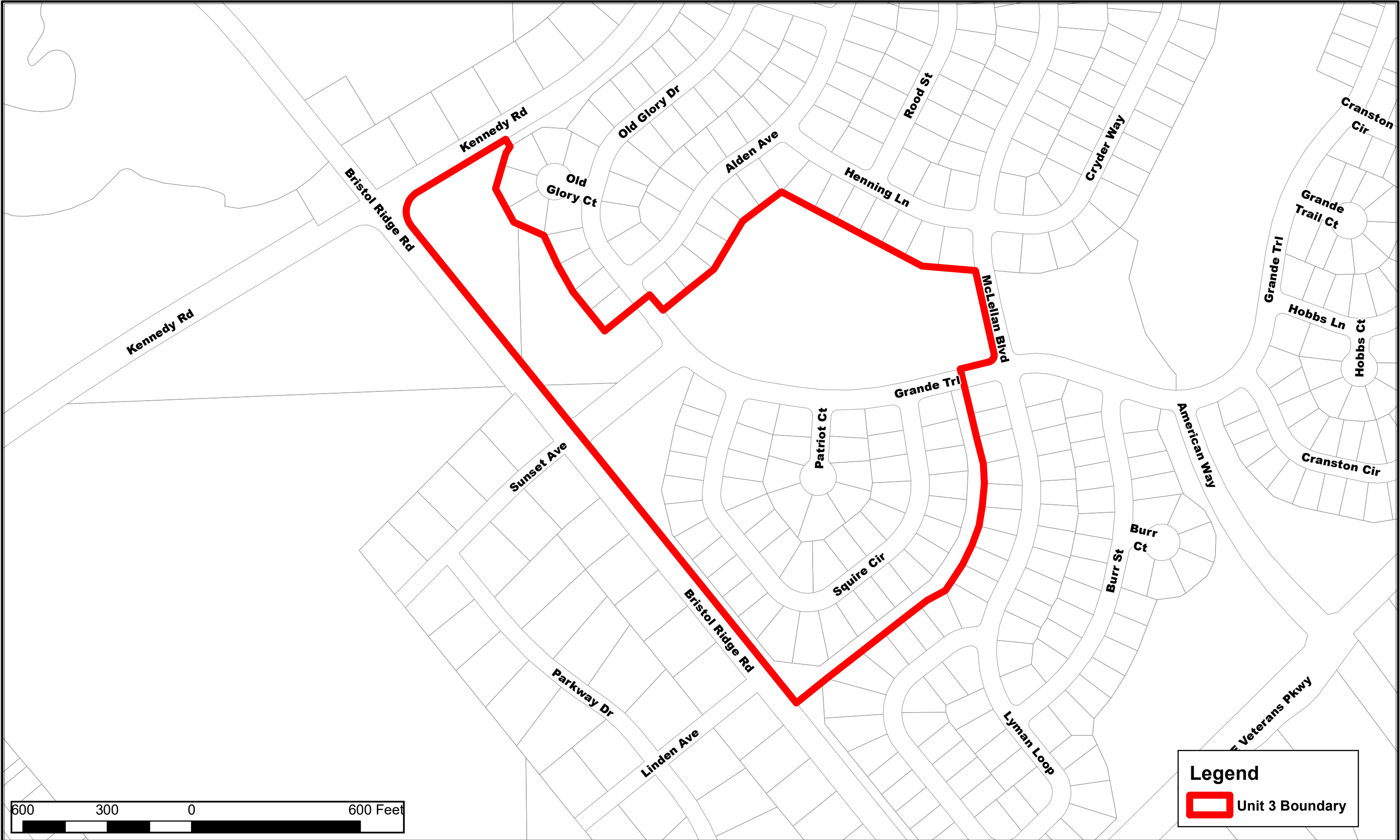
The developer has completed the remaining punch list items from the one-year warranty period. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is \$98,055.00. The public improvements were accepted on January 9, 2024.

The developer will provide a separate guarantee to cover the costs of the remaining sidewalk within the undeveloped lot. That guarantee will be released after the completion of the sidewalk.

The full guarantee of \$98,055.00 should not be released until the sidewalk security is in place.

Please let us know if you have any questions.









Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" 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 #12

Tracking Number

PW 2024-111

### Agenda Item Summary Memo

**Title:** Kluber Contract Amendment – Building Expansion

**Meeting and Date:** Public Works Committee – December 17, 2024

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

### Council Action Previously Taken:

Date of Action: CC – 2/13/24

Action Taken: Resolution was passed and the contract with Kluber for the design of the new Public Works facility was approved.

Item Number: PW 2024-12

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Bart Olson

Name

Administration

Department

### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at [@CityofYorkville](https://twitter.com/CityofYorkville), and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>*



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: December 12, 2024  
Subject: Kluber contract amendment, building expansion

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## **Summary**

Consideration of a contract amendment with Kluber to cover the increased scope and size of the Public Works and Parks Maintenance Facility.

## **Background**

The City Council last discussed this in February 2024, when a formal architectural design agreement was approved with Kluber for the Public Works and Parks Maintenance Facility at a total basic services fee of \$1,362,400. Since that meeting, the City has expanded the footprint of the building from 87,000 s.f. to 116,311 s.f. by adding rooms, expanding spaces, and reorienting the building. All of these changes came about from City Council and staff tours of the South Elgin and Montgomery Public Works Facility.

While the staff described the February 2024 contract approval as a flat fee that would not change, the nuance to the statement is that the fee would not have changed should the building scope and size remained relatively similar nor would it have changed had the bid price been higher or lower than estimates. Changes in scope and size of the building are contemplated within the agreement to cause a contract amendment to cover Kluber's workload, and I feel a 33% increase in building size between February 2024 and current fits that practice. For example, we have information that similar mid-contract increases in scope and contract price occurred in Aurora (from \$1.8m to \$2m) and Carol Stream (from \$45k to \$287k), and somewhat similar contract price changes occurred in Woodridge and Hampshire (both utilized a slightly different contract model).

The base services contract price increase from Kluber is proposed to be \$1.671m, up from \$1.362m which is a 22% increase and less than the 33% increase in square footage of the building. This has the effect of lowering the percentage of the overall project dedicated to basic services architect fees previously in the 6.2% to 6.6% range, now down to 5.6% to 6.0%. As a reminder, there are roughly \$167,760 in supplementary services in the contract that are not included in the previously mentioned figures, and these supplementary services are not proposed to change as part of this contract amendment. These basic services numbers are still in line with industry averages and keep us within most recent budget estimates for the project. Further, no City budget amendment is needed to cover this increased cost.

**Recommendation**

Staff recommends approval of the contract amendment with Kluber to cover the increased size and scope of the Public Works and Parks Maintenance Facility.

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL  
COUNTY, ILLINOIS APPROVING AN AMENDMENT TO THE PROFESSIONAL  
SERVICES AGREEMENT TO AN AGREEMENT WITH KLUBER, INC.  
FOR THE DESIGN OF A PUBLIC WORKS FACILITY**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

**WHEREAS**, the City has acquired certain property commonly known as Lot 4 of the Yorkville Business Center on Boombah Boulevard for the purpose of constructing a public works facility (the "*PW Facility*"); and

**WHEREAS**, to design the new PW Facility, the City, after considering various proposals from architectural firms with which it had worked in the past, determined that Kluber, Inc. of Aurora, Illinois has the expertise necessary to undertake this project and approved the AIA Document B133-2019, Standard Form of Agreement between the Architect and City with Kluber, Inc on February 13, 2024.; and

**WHEREAS**, due to several changes to the Schematic Design submitted by Kluber, Inc., the estimated cost of the PW Facility increased from \$20,000,000 to approximately \$29,000,000 thereby requiring an adjustment to Kluber's compensation as provided in the AIA Document G802-2017, Amendment to the Professional Services Agreement attached hereto; and,

**WHEREAS**, the Mayor and City Council have reviewed the compensation adjustment and find it to be reasonable as the increase has been the result of many changes and a substantial increase in the size of the PW Facility, all as hereinafter provided.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

**Section 1.** That the AIA Document, being a Standard Form of Amendment to the Professional Services Agreement, by and between the United City of Yorkville and Klubber, Inc. attached hereto and made a part hereof by this reference is hereby approved and the Mayor is hereby authorized to execute said Agreement on behalf of the United City of Yorkville.

**Section 2.** That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

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CITY CLERK



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
1370 - United City of Yorkville - New  
Public Works Facility

**AGREEMENT INFORMATION:**  
Date: February 13, 2024

**AMENDMENT INFORMATION:**  
Amendment Number: 002  
Date: October 15, 2024

**OWNER:** *(name and address)*  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

**ARCHITECT:** *(name and address)*  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

The Owner and Architect amend the Agreement as follows:

Basic Services fee adjustment calculated based on §1.1.2 & §1.1.3 where the proposed facility was estimated to be 87,000 square feet and the Cost of the Work was \$20,000,000. The Schematic Design Phase deliverable dated July 12, 2024 reflected an increase in the Project scope to 116,311 square feet and an increased Cost of the Work between \$27,759,063 and \$29,823,892. Basic Services fee calculation adjustment is based on the lower bound value noted above.

The Architect's compensation and schedule shall be adjusted as follows:

### Compensation Adjustment:

#### §11.1 Basic Services compensation

Schematic Design:	\$250,695.00	(Previous: \$204,360.00)
Design Development Phase:	\$467,965.00	(Previous: \$381,470.00)
Construction Document Phase:	\$601,670.00	(Previous: \$490,465.00)
Procurement Phase:	\$ 16,715.00	(Previous: \$ 13,625.00)
Construction Phase:	\$334,255.00	(Previous: \$272,480.00)
Total Revised Basic Services Fee:	\$1,671,300.00	(Previous: \$1,362,400.00)

#### §11.2 Supplemental Services compensation

No adjustments, to remain as scheduled (\$167,670.00)

### Schedule Adjustment:

#### §1.1.4.1

##### Design Phase Milestone dates:

Schematic Design: July 2024

Design Development: October 2024

Construction Documents: January 2025

Procurement: First Quarter 2025

#### §1.1.4.2

Construction Commencement date: Second Quarter 2025. To be determined by Owner and Construction Manager

#### §1.1.4.3

Substantial Completion date: Third Quarter 2026. To be determined by Owner and Construction Manager

#### §4.2.5

Increase to thirty-six (36) months.

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**SIGNATURES:**

Kluber, Inc.

**ARCHITECT** *(Firm name)*



**SIGNATURE**

Michael T. Kluber

President

**PRINTED NAME AND TITLE**

October 15, 2024

**DATE**

United City of Yorkville

**OWNER** *(Firm name)*



**SIGNATURE**

John Purcell

Mayor

**PRINTED NAME AND TITLE**

**DATE**

**Resolution No. 2024-09**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
APPROVING AN AGREEMENT WITH KLUBER, INC. FOR THE  
DESIGN OF A PUBLIC WORKS FACILITY**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "City") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, the City has acquired property commonly known as Lot 4 of the Yorkville Business Center on Boombah Boulevard for the purpose of constructing an 87,000 square foot public works facility (the "PW Facility"); and

**WHEREAS**, to design the new PW Facility, the City considered receiving various proposals from architectural firms with which it worked in the past and upon due consideration determined that Kluber Inc. of Aurora, Illinois has the expertise necessary to undertake this project; and

**WHEREAS**, after discussion and review of the Schematic Design submitted by Kluber, Inc., the City Administrator, City Engineer and the City Public Works Director are prepared to recommend that the Mayor and City Council approve the Agreement with Kluber, Inc. in the form attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois as follows:

**Section 1.** That the AIA Document 8133-209, being a standard form of Agreement Between Owner and Architect, by and between the United City of Yorkville and Kluber, Inc. attached hereto and made a part hereof by this reference is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the United City of Yorkville.

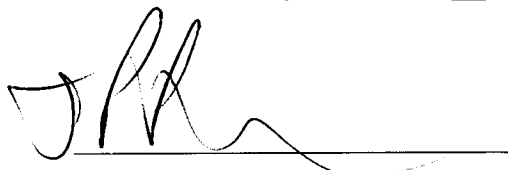
**Section 2.** That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 13<sup>th</sup> day of February, A.D. 2024.

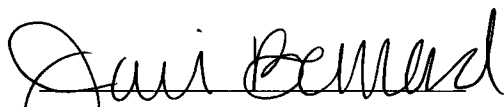
  
CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	AYE
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	AYE
CHRIS FUNKHOUSER	AYE	MATT MAREK	AYE
SEAVAR TARULIS	NAY	RUSTY CORNEILS	AYE

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 16<sup>th</sup>  
day of February, A.D. 2024.

  
MAYOR

*Attest:*

  
CITY CLERK

# AIA® Document B133® – 2019

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

AGREEMENT made as of the    day of February 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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User Notes:

(1901492567)

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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. (\$20,000,000000). 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.

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§ 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.)

☒ 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

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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

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§ 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

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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

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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

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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

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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;

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- .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

*(Paragraph deleted)*

§ 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.

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§ 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.

*(Paragraph deleted)*

§ 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.

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

*(Paragraph deleted)*

**§ 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

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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

*(Paragraph 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.

§ 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.

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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.

#### 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 (Architect, Owner, or not provided)
§ 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
<i>(Row deleted)</i>	
§ 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
<i>(Row deleted)</i>	

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§ 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.

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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.

## 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,

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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.

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§ 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, including consequential 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, including consequential damages, 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.

*(Paragraph deleted)*

### § 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)*

Init.

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.

Init.

§ 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

Init.

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.)

Init.



§ 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	%)
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.)

Kluber Architects + Engineers Staff	Hourly Rate
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%

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**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.)*

§ 12.1 Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted

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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.

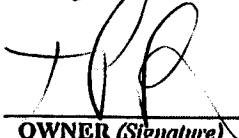
#### ARTICLE 13 SCOPE OF THE AGREEMENT

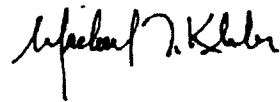
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B133<sup>TAL</sup>-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203<sup>TAL</sup>-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<sup>TAL</sup>-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)

Int.

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User Notes:

(1901492567)

## **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 09:22:40 ET on 01/12/2024.

### **PAGE 1**

AGREEMENT made as of the day of February 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. (\$20,000,000,000). 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.

...

[ 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.

...

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, these 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**

**§ 3.6.2.4 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.**

§ 3.7.2.1 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.

~~§ 3.6.2.5 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.~~

§ 3.7.2.2 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.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 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.

~~§ 3.6.3.1 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.~~

§ 3.7.2.5 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.

~~§ 3.6.3.2 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.~~

§ 3.7.3 Certificates for Payment to Construction Manager

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

§ 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.

#### § 3.6.4 Submittals

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

§ 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 Submittals

§ 3.6.4.2 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.

§ 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.

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§ 3.6.4.3 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.

§ 3.7.4.3 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.

~~§ 3.6.4.4 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.~~

~~§ 3.6.4.5 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.~~

§ 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.

#### § 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.~~

#### § 3.7.5 Changes in the Work

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

#### § 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.~~

§ 3.7.5.1 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.

§ 3.6.6.2 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.

§ 3.6.6.3 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.

§ 3.7.5.2 The Architect shall maintain records relative to changes in 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 Project Completion

§ 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.

§ 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.

§ 3.7.6.2 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.

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§ 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
<del>§ 4.1.1.3 Multiple Preliminary Designs</del>	
§ 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
<del>§ 4.1.1.21 Architect's coordination of the Owner's consultants</del>	
§ 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

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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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§ 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, including consequential 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, including consequential damages, 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.~~

...

[ 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

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\$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>	%)

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User Notes:

(1901492567)

Construction Documents Phase	<u>Thirty-six</u>	percent (	<u>36</u>	%)
<u>Procurement Phase</u>	<u>One</u>		<u>1</u>	%
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

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

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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.~~

...

§ 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.

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John Purcell, Mayor

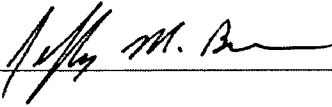
Michael T. Kluber, President

## **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 09:22:40 ET on 01/12/2024 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)

Project Manager

(Dated)

01/12/2024