

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday, November 4, 2021
7:00 P.M. – City Council Chambers**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Infrastructure Committee of October 7, 2021
3. Public Participation / Presentations
4. Items for Consent
 - A. Purchase One 2022 Ford F-250 XL, Super Cab, 4x2, Pick-up Truck from Currie Motors, Frankford, Illinois – Suburban Purchasing Cooperative Contract Winner
 - B. Resolution No. 21-R-0098 – Contract Award – 2021 Engineering Assistance for WTP SCADA Upgrade / Enhancement
5. Items for Discussion
6. Unfinished Business
7. New Business
 - A. Fiscal Year 2022-2026 Capital Improvement Program
8. Reports from Staff
9. Adjournment

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

October 7, 2021 7:00 P.M.

1. **Call to Order, Roll Call, and Establishment of a Quorum.** Chairman Beifuss called the meeting to order at 7:00 P.M. Roll call found Aldermen James Beifuss, Heather Brown, Sandra Dimas, Alton Hallett, and Jeanne Short present. Aldermen Matt Garling and Joe Morano were absent.

Staff present included Director of Public Works Mehul Patel and Administrative Assistant Ashley Heidorn.

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of September 2, 2021.** Alderman Hallett made a motion, seconded by Alderman Brown to approve the Meeting Minutes of September 2, 2021.

Voting Yea: Aldermen Beifuss, Brown, Dimas, Hallett, and Short. Voting Nay: 0.

3. **Public Participation / Presentations.** None.

4. **Items for Consent.** Alderman Beifuss requested discussion on Consent Items D and H. Alderman Dimas made a motion, seconded by Alderman Brown to approve:

- A. Purchase One 2022 Ford F-350 Super Duty 4wd Pick-up Truck Chassis from Bob Ridings Ford, Inc. Taylorville, Illinois
- B. Purchase of One Forestry/Brush Cutter 60" Attachment for Skid Steer (Bobcat) with Engine Compartment Seal Kit, 700 Series and Tier 4 Forestry Application Kit M Series from Atlas Bobcat
- C. Resolution No. 21-R-0081 – Adopt-A-Highway Program – Ball Horticultural Company
- E. Resolution No. 21-R-0087 – Contract Agreement for Custodial Services with Crystal Maintenance Plus, Corp.
- F. Resolution No. 21-R-0088 – Contract Award – Dry Anionic Polymer for Fiscal Year 2022
- G. Resolution No. 21-R-0089 – Contract Award – Liquid Carbon Dioxide for Fiscal Year 2022

- I. Resolution No. 21-R-0091 – Contract Award – Rotary Hydrated Lime for Fiscal Year 2022

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Hallett, and Short. Voting Nay: 0.

5. Items for Discussion.

4.D. Resolution No. 21-R-0086 – Contract Award – Layne Christensen Company for Professional Services Related to the 2021 Well Station No. 7 Rehabilitation Project.

Alderman Beifuss requested a brief summary of this item. Mr. Patel explained that Well No. 7 was originally constructed in 1982 and was last serviced in 2006. Beginning in 2015, it began to exhibit a decline in capacity (gallons per minute), which is indicative of overall problems with the well assembly. It is believed that a hole has developed in the column pipe of the well. Alderman Hallett inquired if there was a possibility of a casing leak and if that would increase the cost of the project. Mr. Patel confirmed that to be a possibility, but it is not believed to be the issue at this time. **Alderman Dimas made a motion, seconded by Alderman Brown to approve.**

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Hallett, and Short. Voting Nay: 0.

4.H. Resolution No. 21-R-0090 – Contract Award – Liquid Sodium Hypochlorite for Fiscal Year 2022. Alderman Beifuss requested a brief summary of this item. Mr. Patel explained that liquid sodium hypochlorite (bleach) is used as a necessary disinfectant during the water treatment process. Sealed bids were opened on September 28, 2021, and the lowest bid received was almost double the price per unit during Fiscal Year 2021. The increase is largely attributed to an increase in energy costs, fuel surcharges, and driver shortages. **Alderman Brown made a motion, seconded by Alderman Hallett to approve.**

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Hallett, and Short. Voting Nay: 0.

6. Unfinished Business. None.

7. New Business. None.

8. Reports from Staff. Mr. Patel informed the Committee that the Commerce Drive Reconstruction Project is substantially complete as of last week. He also noted that the Sidewalk and Curb Maintenance Program has some work left to complete, primarily near Wegner School, which was intentionally postponed to take advantage of the three-day weekend for Columbus Day.

Mr. Patel mentioned that Booster No. 4 and Booster No. 8 are currently under design for work to be done in 2022. Bids will be opened in November, and results will be brought before the Committee in December. There will also be three projects brought to the Committee as part of the 200 Main Street rehabilitation involving roof replacement, structural work inside the building, and masonry work.

Alderman Hallett asked for an update on the Kress Road construction. Mr. Patel indicated that he saw paved binder on both sides of the road, but traffic was still limited to northbound only.

9. Adjournment. At 7:15 P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Short. Motion was unanimously approved by voice vote.

Respectfully submitted,

Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase One 2022 Ford F-250 XL, Super Cab, 4x2, Pick-up Truck from Currie Motors, Frankford, Illinois - Suburban Purchasing Cooperative Contract Winner

AGENDA ITEM NUMBER:

4.A

COMMITTEE AGENDA DATE: November 4, 2021

COUNCIL AGENDA DATE: November 15, 2021

STAFF REVIEW: Timothy R. Wilcox, Assistant Director of Public Works

SIGNATURE

Timothy R. Wilcox

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE

ITEM SUMMARY:

For FY 2021, Public Works Department staff have planned and budgeted for the replacement of one 2003 Chevrolet 2500 pickup with a 2022 Ford F-250 XL, 4x2, super cab with service body and other equipment. The current vehicle is used by the Facilities Management Division for transportation and tool/equipment storage for maintaining City facilities. The unit is overdue for replacement.

To allow local vendors an opportunity to quote on the 2022 Ford F-250 XL, super cab, 2x4, pick-up truck, the City of West Chicago recently solicited price quotes from twelve Ford dealerships (i.e., eight local Ford dealerships, one Ford dealership from the Springfield, Illinois area and one Ford dealership from the Greenfield, Illinois area (both dealerships have previously held State of Illinois contracts), one Ford dealership from Taylorville, and one Ford dealership from Frankfort, Illinois which currently holds the Suburban Purchasing Cooperative (SPC) Program contract for the Ford F-250 (deadline to order is November 12, 2021 through the SPC).

The City of West Chicago is a member of the DuPage Mayors and Managers Association, which is one of the sponsors of the SPC, which is a joint purchasing program that represents 144 municipalities and townships in northeastern Illinois.

The cost to purchase the 2022 Ford F-250 XL, super cab, 4x2 pick-up truck from Currie Motors, Frankford, IL through the SPC contract is \$32,034.00.

From our request for proposal, only Haggerty Ford of West Chicago, Illinois responded with a proposal, in the amount of \$36,495.00. The proposal is in excess of the three percent local vendor preference policy (Resolution 12-R-0009).

Based on comparable pricing received, staff recommends ordering one 2022 Ford F-250 XL, super cab, 4x2 pick-up truck for the Public Works Department's Facilities Management Division from Currie Motors of Frankfort, Illinois, through the SPC contract for an amount not to exceed \$32,034.00. The order will need to be made prior to the deadline of November 12, 2021 and copy of the signed purchase order for said vehicle must accompany the order form.

In FY21, \$50,800.00 is budgeted in the Capital Equipment Replacement Fund (04-34-39-4804) for the replacement of this vehicle; however, the budgeted figure also includes a service body, which will be installed by a third party once the vehicle is received, at an estimated cost of around \$25,000. The service body installation costs have significantly risen over the past year.

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Due to current shortages related to the pandemic, production times are currently scheduled for the second quarter of 2022. Staff is seeking approval to order/purchase the 2022 Ford F-250 XL, super cab, 4x2 pick-up truck within the current budget, and be placed on the list to receive the new vehicle in 2022.

Since the delivery and service body build out will not occur until FY22, the vehicle is re-budgeted in FY22.

ACTIONS PROPOSED:

That the Infrastructure Committee authorize the order/purchase of one 2022 Ford F-250 XL, super cab, 4x2 pick-up truck from Currie Motors of Frankfort, Illinois, through the Suburban Purchasing Cooperative contract for a cost not to exceed \$32,034.00 prior to the order deadline of November 12, 2021.

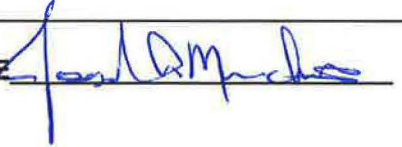
COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 21-R-0098 – Contract Award – 2021
Engineering Assistance for WTP SCADA Upgrade /
Enhancement

AGENDA ITEM NUMBER:4.B.**COMMITTEE AGENDA DATE:** November 4, 2021**COUNCIL AGENDA DATE:** November 15, 2021**STAFF REVIEW:** Joseph Munder, Water Treatment Plant Superintendent**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

The Water Treatment Plant (WTP) utilizes a system of Local Control Panels (LCPs) to provide control and data collection from the various treatment vessels and appurtenances throughout the plant. There are ten (10) LCP's in the Plant and each is equipped with a small computer commonly called a PLC (Programmable Logic Controller). These PLCs serve as a local point of contact for the items (e.g. valves) that are controllable and for items that provide feedback (e.g. meters) to the operators. The PLCs have reached the end of their life cycle and are in need of replacement. The currently installed devices are no longer produced by the manufacturer and replacement parts have become difficult to obtain. The remainder of the components in the LCPs are also aged to the point where new devices are warranted. The Variable Frequency Drives (VFDs) have also reached the end of their life cycle. These are critical items that allow the WTP operators to control the output of finished water to the distribution system. The controlling computer that runs the existing SCADA (Supervisory Control and Data Acquisition) software was most recently replaced in 2015. That computer is now two iterations out of date in its basic operation software (Windows 7 versus Windows 11). A new SCADA computer will be needed as well as a new or upgraded software package will be required to complete the upgrades and enhancements planned. It is in this light that staff has recommended a replacement and enhancement project for the SCADA System as well as the VFDs. The complexity of the contemplated plan has led staff to request engineering assistance in preparing plans and specifications for the intended project.

Four engineering firms were contacted and proposals were requested. Each of the firms participated in preliminary discussions with WTP staff to determine the scope and range of the planned upgrades and enhancements. Each of these firms can be considered expert in SCADA engineering and design. Trotter and Associates, Inc. of St. Charles, IL proffered the lowest responsible proposal of \$51,938.00 to provide engineering (design and construction) services to the City of West Chicago for the WTP SCADA/LCP project.

Staff recommends that a contract be awarded to Trotter and Associates, Inc. to provide Engineering Services for the WTP SCADA/LCP project.

Adequate funds have been budgeted in the Water Fund, Water Treatment Plant Operations – Other Capital Outlay (06-34-48-4806) to cover this expenditure. The cost of the actual improvements will be budgeted for in the FY2022 budget.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 21-R-0098 authorizing the Mayor to execute a contract with Trotter and Associates, Inc., to provide engineering services for the WTP SCADA/LCP project for an amount not to exceed \$51,938.00 for Fiscal Year 2021 and extending into Fiscal Year 2022.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 21-R-0098

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A PROFESSIONAL SERVICES CONTRACT WITH
TROTTER AND ASSOCIATES, INC. FOR THE ENGINEERING SERVICES
RELATED TO THE WATER TREATMENT PLANT SCADA \ LCP UPGRADE
PROJECT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a professional services contract with Trotter and Associates, Inc. for services related to the Water Treatment Plant SCADA/LCP Upgrades in an amount not to exceed \$51,938.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of November, 2021.

AYES: _____

NAYES: _____

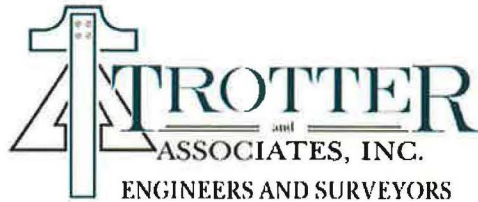
ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith



October 11, 2021

Mehul T. Patel, P.E., CFM
Director of Public Works
Public Works Department
City of West Chicago
475 Main Street
West Chicago, Illinois 60185

Re: Water Treatment Plant Control Panel Upgrades and VFD Replacement
Professional Services Agreement and Exhibits

Dear Mr. Patel,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the City of West Chicago (CLIENT) for the Water Treatment Plant Control Panel Modifications and VFD Replacement project (hereinafter referred to as the "PROJECT").

PROJECT UNDERSTANDING

The City of West Chicago Water Treatment Plant (WTP) includes ten control panels that include electrical equipment and controls that are outdated and in need of replacement. The City wants to upgrade the control panels with modern PLC gear. This project includes the replacement of the existing PLC's, connection of the new PLC's to the existing power and instrumentation wiring, and the integration of the new PLC's, and potential replacement of the City's current iFix SCADA software with a new SCADA package. The project integrator will be consulted for their input regarding the SCADA package which would be in the City's best interest.

The City also wishes to add remote control capability for at least two tablets, and an access log for the staff to enter their credentials while making rounds. In addition, the City wishes to replace (3) enclosed VFDs with new equipment, and would like additional information ported to SCADA from the drives. The pump motors are 200 hp. Automatic reset of pumping equipment after a power failure is not desired.

Engineering services included in this Agreement include preparing bidding documents and specifications for these upgrades, assistance during bidding, and construction-related services including contract administration, shop drawing review, and final inspection of the work.

SCOPE OF SERVICES

Our services will consist of customary mechanical and electrical related engineering services, incidental thereto, described below.

1. Design Phase
 - 1.1 Visit the water treatment plant to inspect the existing control panels and equipment.
 - 1.2 Compile a list of upgrades that are required in each control panel.

- 1.3 Select and size replacements for the High Service Pump VFDs.
 - 1.4 Verify with the City the scope of the improvements.
 - 1.5 Incorporate collected information into a Specification describing specifically the work to be performed at each panel.
 - 1.6 Finalize bidding documents to include any comments by the City.
 - 1.7 Prepare engineer's opinion of probable construction cost for the project.
2. Bidding Phase
- 2.1 Coordinate the distribution of bidding documents to interested bidders. Maintain a list of all plan holders.
 - 2.2 Attend pre-bid meeting with City staff and prospective bidders.
 - 2.3 Respond to bidder questions regarding bidding documents.
 - 2.4 Issue Addenda as necessary to clarify, correct, or change the Bidding Documents.
 - 2.5 Attend bid opening, prepare bid tabulation, assist the City in reviewing the bids, participate in any negotiations or clarification discussions, and assist the City in awarding the contract.
3. Construction Phase
- 3.1 Schedule and attend pre-construction meeting with City and contractor to review and finalize the proposed work.
 - 3.2 Review shop drawing submittals to determine compliance with the technical specifications.
 - 3.3 Review payment applications and make recommendations to City regarding payment.
 - 3.4 Perform a substantial completion inspection and prepare a punch list of outstanding items needed for completion.
 - 3.5 Perform a final inspection when the work is declared complete.
 - 3.6 Make final payment recommendations as appropriate.

Construction Phase engineering services do not include full-time or part-time on-site oversight of the Contractor's work. Those services, if requested, will be provided under an amendment to this agreement. Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

COMPENSATION

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

The total compensation for services is estimated to be \$38,180 based on the following assumed distribution of compensation:

Design Phase	\$30,000
Bid Assistance	\$4,750
Construction Administration	\$14,888
<u>Substantial and Final Completion Inspections</u>	<u>\$1,170</u>
Engineering Fees	\$51,638
<u>Reimbursable Expenses</u>	<u>\$300</u>
Total Fees	\$51,938

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

CONTENTS OF AGREEMENT

This Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

By: Ruben Pineda

By: Mark R. Sikora, PE

Title: Mayor

Title: Vice President

Effective Date: _____

Date Signed: October 11, 2021

Address for giving notices:

Address for giving notices:

475 Main Street
West Chicago, IL 601875

40W201 Wasco Road, Suite D
St. Charles, IL 60175

Designated Representative:

Designated Representative:

Mehul T. Patel, P.E., CFM

Mark R. Sikora, PE

Title: Director of Public Works

Title: Vice President

Phone Number: 630-293-2255

Phone Number: 630-587 0470

Facsimile Number: 630-293-3028

Facsimile Number: 630-587- 0475

E-Mail Address: MPatel@westchicago.org

E-Mail Address: m.sikora@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

CLIENT Initial _____

TAI Initial _____

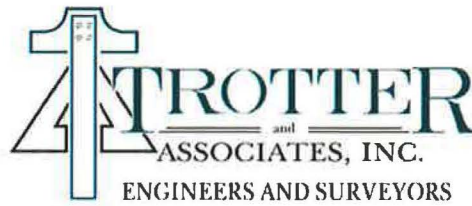


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other

things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the

Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT 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 CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days,

after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

- E. 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 this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to

such liability and other insurance purchased and maintained by Contractor for the Project

- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental 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 CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or

remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

- I. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____

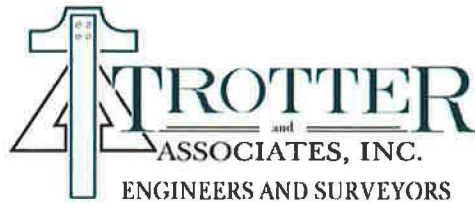


EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES
2021 Reimbursable Expenses

2021 Schedule of Hourly Rates

Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$55.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Engineer Level I	\$114.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineer Level II	\$126.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Engineer Level III	\$138.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$153.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level V	\$173.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level VI	\$198.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineer VII	\$208.00	Comb Binding < 120 Sheets	Each	\$3.50
Engineer VIII	\$239.00	Binding Strips (Engineering Plans)	Each	\$1.00
Principal Engineer	\$245.00	5 Mil Laminating	Each	\$1.25
Technician Level I	\$98.00	Copy 11" x 17" - Color	Each	\$0.50
Technician Level II	\$119.00	Copy 11" x 17" - Black and White	Each	\$0.25
Technician Level III	\$139.00	Copy 8.5" x 11" - Color	Each	\$0.25
Technician Level IV	\$151.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Senior Technician	\$167.00	Recorded Documents	Each	\$25.00
GIS Specialist I	\$98.00	Plat Research	Time and Material	
GIS Specialist II	\$114.00	Per Diem	Each Day	\$30.00
GIS Specialist III	\$155.00	Field / Survey Truck	Each Day	\$45.00
Clerical Level I	\$66.00	Postage and Freight	Cost	
Clerical Level II	\$78.00	Mileage	Per Mile	Federal Rate
Clerical Level III	\$91.00			
Survey Technician Level I	\$66.00			
Survey Technician Level II	\$81.00			
Survey Crew Chief	\$166.00			
Professional Land Surveyor	\$200.00			
Department Director	\$198.00			
Prevailing Wage Survey Foreman**	\$191.00			
Prevailing Wage Survey Worker**	\$186.00			
Sub Consultants	Cost Plus 5%			

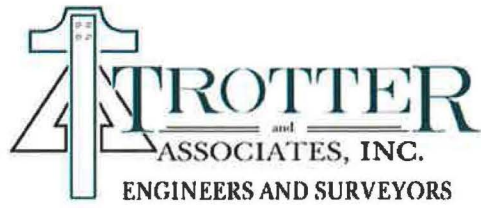
****Rates will be escalated for Overtime & Holiday Pay to
adjust for Premium Time based on the current Illinois
Department of Labor Rules**

**Note: On January 1st of each year, the fees and hourly rates
may be escalated by an amount not to exceed five (5) percent.**

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TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

NONE AT THIS TIME

CLIENT Initial _____

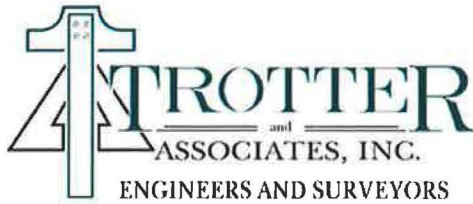
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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

[]

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Fiscal Year 2022-2026 Capital Improvement Program

AGENDA ITEM NUMBER:

7.A.

COMMITTEE AGENDA DATE: November 4, 2021**COUNCIL AGENDA DATE:****STAFF REVIEW:** Mehul T. Patel, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

West Chicago's Long Range Capital Improvement Program (CIP) is one of the major planning documents that establishes the context for the physical development and improvement of the community. Through it, the City Council establishes the nature and quality of many physical characteristics of West Chicago, which impacts our quality of life. The five (5) year CIP provides a context and direction for the development of the annual capital budget, and also serves as a major policy document. In it, the City Council establishes the capital work program for the next twelve (12) months, as well as the fundamental direction of the capital planning and execution for the following four (4) budget years.

The CIP has been designed/modified to continue with an aggressive street rehabilitation program (i.e., resurfacing reconstruction, crack sealing, striping, etc.), and continuation of several other annual Citywide programs including Sidewalk, Curb, and Gutter Rehabilitation/Replacement, Forestry (removals and trimmings), Rights-Of-Way Maintenance (mowing), EAB Insecticidal Treatment, and Tree Replacement.

City staff plans to introduce a few new initiatives in the proposed CIP. One of the initiatives is an addition of an annual application of pavement rejuvenation product to newly paved streets, which is a widely used technique for pavement preservation. The rejuvenator is called Reclamite. The purpose of this application is to re-energize those reactive components (maltenes) that have been lost from the asphalt cement binder due to the natural process of oxidation. It penetrates, rejuvenates and seals the surface by replenishing the lost maltene fraction in the asphalt binder. Reclamite prevents raveling and stripping and, by densifying the pavement's surface, it helps address compaction issues, reduces surface permeability, and prevents air and moisture intrusion. Based on the studies, the application of Reclamite is proven to add 5-7 years of service life to pavements. The idea is that the addition of this application will help reduce the crack sealing budgets in the future years. The other initiative will be to supplement the Sidewalk Replacement Project with a sidewalk cutting program. The main purpose of this program will be to address trip hazards by cutting the sidewalk to remove the trip hazard instead of having to replace it.

The FY 2022 locally funded streets program will include Stockberry Lane, Ingaltion Hills Area (Amber Ct., Hill Ct., Hahndorf St., Ingaltion Ave. and Lillian Lane), and Grove Ave (east of IL-59). The CDBG project will be in the Fair Meadows Subdivision, which was originally scheduled for 2021 but is delayed due to funding availability. The streets included in this CDBG project are Allen St., Barber St., Blakeley St. (August Ave. to Glen St.); Bishop St. (Dayton Ave. to Forest Ave.); Glen St. (Joliet St. to Bishop St.) and Augusta Ave. (Joliet St. to IL-59).

The City has recently applied for CDBG funding on another project. The results of the funding will not be available until spring 2022. If awarded and depending on the funding availability the project can be constructed in 2022. The project includes Sophia St. (Washington St. to Turner Ave.); Fairview Ave. (Sophia St. to Garden St.); Turner Ave. (Arbor Ave. to east limits) and McConnell Ave. (west limits to Sophia St.). The City has also applied for Surface Transportation Program funds to resurface Technology Blvd. (Fabyan Parkway to IL-38). If the funds are approved, the project must be out to bid by September 2022. It is possible to see some construction in late 2022, but will mostly occur in 2023 considering the process of approval from IDOT.

CITY OF WEST CHICAGO

The 5-year street improvement program has been completely revised based on the 2021 Pavement Condition Rating Survey. We have created a 5-year program that attempts to addresses all streets with a rating below 72 (100 maximum which represents a newly reconstructed street) unless Federal funding requires otherwise. The 5-year program as proposed totals \$10,237,500.00, which is an annual average of \$2,047,500 per year. The street improvement program will be partially funded using Motor Fuel Tax (MFT) dollars (5-year program as proposed utilizes \$5,881,600.00 in MFT funds, which is an annual average of \$1,176,320.00 per year), Surface Transportation (STP) dollars, Rebuild Illinois dollars, and Community Development Block Grant (CDBG) dollars.

The CIP also includes the completion of previously planned but not completed projects such as the rehabilitation of 200 Main Street, installation of an additional/new emergency warning siren near the DuPage Airport, and the local cost share on the IDOT Route 59 Retaining Wall project. This year a new Fund has been created for MFT expenses, which will provide for easier accounting for the revenues and expenditures.

The FY 2022-2026 Capital Improvement Program outlines the full range of the City's physical improvement needs to the extent that they can be anticipated or predicted based upon availability of funding. Cost estimates have been assigned to each project and the projects have been scheduled over the five (5) year span of the program. By approving the FY 2022-2026 Capital Improvement Program, the City Council will set priorities to the projects outlined in the program, thus giving direction to staff on how to proceed.

ACTIONS PROPOSED:

Recommend approval of the FY 2022-2026 Capital Improvement Program and direct the City Administrator to include such in the 2022 proposed Budget.

COMMITTEE RECOMMENDATION:

CAPITAL EXPENDITURES (FYE)	PROPOSED 2021	ESTIMATED 2021	PROPOSED 2022	PROPOSED 2023	PROPOSED 2024	PROPOSED 2025	PROPOSED 2026	5 Yr Total
Expenditures								
Personnel, Benefits, and Insurance Costs of Engineer to Oversee Capital Projects	466,300	463,200	457,700	472,800	488,500	512,600	529,900	2,461,500
<u>STREET IMPROVEMENTS</u>								
Other Contractual Services - Thomas Engineering Group (4225)	964,900	964,900	984,700	1,004,800	1,025,700	1,047,400	1,069,900	5,132,500
Annual Street Program - Engineering, Construction & Material Testing (4807)	1,942,300	875,000	2,423,100	1,923,500	3,278,000	1,505,100	1,107,900	10,237,600
Route 59/Hahn Place Retaining Wall - IDOT 62J25 (4844)	-	38,700	9,700	-	-	-	-	9,700
<u>OTHER ROW IMPROVEMENTS</u>								
Crack Filling (4868)	100,000	-	100,000	50,000	50,000	50,000	50,000	300,000
Contractual Street Striping (4869)	100,000	-	100,000	40,000	40,000	40,000	40,000	260,000
Sidewalk & Curb and Gutter Removals and Replacements (4863)	135,000	135,600	135,000	135,000	135,000	135,000	135,000	675,000
Sidewalk Cutting Program	-	-	25,000	25,000	25,000	25,000	25,000	125,000
Pavement Rejuvenation - Reclamite	-	-	50,000	50,000	50,000	50,000	50,000	250,000
Traffic Signal Installation - IL-38 at Technology Blvd	-	-	52,000	355,000	-	-	-	407,000
Forestry Removals and Trimmings (4870)	70,000	60,000	150,000	150,000	150,000	75,000	75,000	600,000
Right-Of-Way Maintenance (4871)	80,600	80,600	88,700	97,600	107,400	118,200	130,100	542,000
Right-Of-Way Sign Material & Barricades (4872)	35,000	24,000	35,000	35,000	35,000	35,000	35,000	175,000
Tree Replacement Program (4854)	40,500	40,600	40,500	40,500	40,500	40,500	40,500	202,500
EAB Insecticidal Treatment Program (4886)	80,000	80,500	40,000	80,000	40,000	80,000	40,000	280,000
<u>MUNICIPAL PROPERTIES</u>								
Miscellaneous Major Municipal Building Repairs (4801)	70,000	62,000	135,000	175,000	445,000	160,000	65,000	980,000
Street Division Parking Lot Reconstruction (4888)	400,000	-	-	1,000,000	-	-	-	1,000,000
Land (4809)	250,000	-	-	-	-	-	-	0
New Warning Sirens (4849)	25,000	-	25,000	-	-	-	-	25,000
Salt Storage Facility (4817)	9,500	9,500	13,700	-	-	-	-	13,700
200 Main Street Renovation Project (4818)	150,500	-	64,200	500,000	-	-	-	564,200
City Hall HVAC Improvements (4819)	60,000	56,000	-	-	20,000	-	-	20,000
<u>MISCELLANEOUS</u>								
Legal Fees (4100)	-	15,000	-	-	-	-	-	0
Audit Fees (4101)	4,000	3,600	4,300	4,500	4,700	4,900	5,100	23,500
Legal Notices (4200)	1,000	300	1,000	1,000	1,000	1,000	1,000	5,000
Utility/Sales Tax Rebate (4375)	60,000	43,000	60,000	60,000	60,000	60,000	60,000	300,000
Menards Traffic Signal - St Andrews Square/North Ave (4845)	-	-	100,000	100,000	100,000	100,000	100,000	500,000
Materials (4412)	-	8,000	-	-	-	-	-	8,000
Insurance (4300)	4,800	4,800	5,100	5,600	6,100	6,600	7,100	40,100
<u>PREVIOUS MFT EXPENDITURES</u>								
Traffic Signal Maintenance - Contractual (4226)	25,000	24,000	32,500	32,500	32,500	32,500	32,500	162,500
Street Light Maintenance - Contractual (4227)	30,000	24,000	27,500	27,500	27,500	27,500	27,500	137,500
Street Light Materials (4612)	41,000	39,600	95,000	50,000	50,000	50,000	50,000	295,000
Street Patch Materials (4609)	1,000	2,700	2,000	2,000	2,000	2,000	2,000	10,000
Street Paint (4610)	2,000	2,000	4,000	3,000	3,000	3,000	3,000	16,000
Ice Control Materials (4611)	53,800	57,000	65,000	68,300	71,800	75,400	79,200	359,700
Storm Sewer Repair Materials (4643)	25,000	6,500	20,000	20,000	20,000	20,000	20,000	100,000
Rock Salt (4670)	496,500	317,000	405,000	405,000	405,000	405,000	405,000	2,025,000
Bit Patch Materials - Cold (4671)	8,000	21,000	11,000	11,000	11,000	11,000	11,000	55,000
Bit Patch Materials - Hot (4672)	45,000	88,000	51,000	51,000	51,000	51,000	51,000	255,000
EXPENDITURE TOTAL	\$6,776,700	\$3,647,100	\$5,812,700	\$6,975,600	\$6,775,700	\$4,723,700	\$4,247,700	\$28,563,000

CAPITAL EXPENDITURES (FYE)	PROPOSED 2021	ESTIMATED 2021	PROPOSED 2022	PROPOSED 2023	PROPOSED 2024	PROPOSED 2025	PROPOSED 2026	5 Yr Total
<u>STREET IMPROVEMENTS</u>								
Commerce Dr Reconstruction	633,000	630,000	-	-	-	-	-	-
Washington St Reconstruction (Town Rd to Arbor Ave) - 61F62 - Local Match	108,400	-	108,400	-	-	-	-	108,400
Forest Ave Resurfacing - 61F55 - Local Match	49,100	-	49,100	-	-	-	-	49,100
Prince Crossing Rd Resurfacing - 61G26 - Local Match	163,000	195,500	39,000	-	-	-	-	39,000
Technology Blvd Resurfacing - Local Match	-	-	-	227,400	-	-	-	227,400
Town Rd Reconstruction - Local Match	-	-	-	-	582,700	-	-	582,700
Harvester Rd Reconstruction	-	-	-	-	2,000,000	-	-	2,000,000
Street Improvement Project	-	-	-	-	-	1,000,000	1,000,000	2,000,000
<u>General Maintenance Items</u>								
Electric (4807)	130,000	130,000	130,000	130,000	130,000	130,000	130,000	650,000
Refuse Disposal (4210)	45,000	45,000	45,000	45,000	45,000	45,000	45,000	225,000
EXPENDITURE TOTAL	\$1,128,500	\$1,000,500	\$371,500	\$402,400	\$2,767,700	\$1,175,000	\$1,175,000	\$5,881,600

5-YEAR RECOMMENDED STREET PROGRAM							
COUNTY: DuPage County		10/07/21			DRAFT		
ROAD DIST: City of West Chicago							
Prepared by: Thomas Engineering Group, LLC							
PRELIMINARY ENGINEERS ESTIMATE - 2022 THROUGH 2026 (2022 CONSTRUCTION COSTS)							
YEAR	PROJECT INDEX	PRELIMINARY COST ESTIMATE (ACTUAL BID) (EST. FINAL COST) (FINAL COST)	ASSOCIATED ROADWAY COST	ASSOCIATED WATER COST	ASSOCIATED SEWER COST	CUMULATIVE TOTAL	
OPEN	PROJ 1 (2019): STP PROJECT - FOREST AVENUE (FAU 5041) LAFO PROJECT B/W JOLIET STREET AND IL ROUTE 69	\$ 282,222.25					
	PROJ 3 (2019): STP PROJECT - WASHINGTON STREET (FAU 1397) PAVEMENT REHABILITATION PROJECT (STP PARTICIPATING FOR HMA RECONSTRUCTION)	\$ 757,000.00					
	PROJ 3 (2019): SHERMAN, STIMMEL, & BLAIR (WEST OF CN RAIL ROAD TRACKS)	\$ 57,300.00					
	(Capital Projects + \$971,377.61 MFT)	\$ 1,096,522.25					
		\$ 125,100.00					
2021	AREA 1: STP PROJECT - PRINCE CROSSING LAFO PROJECT (INCLUDING PHASE 3 ENGR)	\$ 308,400.00					
	AREA 2: COMMERCE DRIVE	\$ 800,000.00					
	AREA 3: (CDBG PROJECT) - HILLSIDE ADDITION AND ROOSEVELT HIGHLANDS SUBDIVISION REHABILITATION PROJECT (ELIZABETH, GATES, & OAK B/W FOREST & DAYTON, & GLEN B/W BISHOP AND IL RTE 59, & DALE B/W S. OAK AND IL RTE 59, & DAYTON B/W BISHOP AND S. OAK, & AUGUST B/W BISHOP AND IL RTE 59)	\$ 912,400.00					
	(Capital Projects + \$250,000 MFT + \$703,500 MFT)	\$ 2,020,800.00					
		\$ 1,067,300.00					
2022	PROJ 1: (CDBG PROJECT) - FAIR MEADOWS SUBDIVISION REHABILITATION PROJECT (ALLEN ST, BARBER ST, BLAKELY ST, BISHOP ST, AUGUSTA ST, AND GLEN AVE)	\$ 930,000.00	\$ 811,920.00		\$ 118,080.00	\$ 930,000.00	
	PROJ 2: (CDBG APPLICATION PR#1) - SOPHIA ST, AREA - WATER MAIN AND STREETS REHABILITATION PROJECT (SOPHIA ST, FAIRVIEW AVE., TURNER AVE., MCCONNELL AVE.)	\$ 1,067,522.33	\$ 340,609.01	\$ 666,286.67	\$ 60,626.65	\$ 1,997,522.33	
	PROJ 3: CORNERSTONE LAKES SUBDIVISION RESURFACING - STOCKBERRY LANE	\$ 164,160.00	\$ 139,840.00		\$ 24,320.00	\$ 2,161,682.33	
	PROJ 4: INGALTON HILLS AREA (AMBER CT., HILL CT., HAHNDORF ST.,INGALTON AVE., and LILLIAN LN)	\$ 427,140.00	\$ 363,860.00		\$ 63,280.00	\$ 2,588,822.33	
	PROJ 5: GROVE AVENUE ROADWAY REHABILITATION (EAST OF IL 59)	\$ 140,508.00	\$ 119,692.00		\$ 20,816.00	\$ 2,729,330.33	
	PROJ 6: STP PROJECT - TECHNOLOGY BOULEVARD (INCLUDING PHASE 3 ENGR.) - (NOT ADOPTED YET/PENDING FUNDING)	\$ 1,008,455.40	\$ 924,567.40		\$ 83,888.00	\$ 3,737,785.73	
	Total Project Costs	\$ 3,737,785.73	\$ 2,700,488.41	\$ 666,286.67	\$ 371,010.65		
	Funding - PROJ 1: CDBG \$350,000 (\$400,000 Awarded), PROJ 2: CDBG \$600,000 (Pending); PROJ 6: STP 70/30 split, if awarded.	\$ 1,655,918.00	\$ 1,144,196.75	\$ 374,485.85	\$ 78,513.87		
	CIP Budget (minus proportionate funding - MFT)	\$303,000 MFT (30% local match PROJ 6)		\$ 2,423,118.19	\$ 291,800.82	\$ 292,496.78	
2023	PROJ 1: (CDBG APPLICATION PR#2) YORK AVE. AREA - WATER MAIN AND STREETS REHABILITATION PROJECT (YORK AVE., VIRGIE PL., GARDEN ST., INGALTON AVE.)	\$ 1,066,522.15	\$ 474,674.75	\$ 494,321.50	\$ 97,525.90	\$ 1,066,522.15	
	PROJ 2: CHARLESTOWNE DRIVE B/W ARBOR AVENUE AND KINGS CROSS	\$ 93,312.00	\$ 79,488.00		\$ 13,824.00	\$ 1,159,834.15	
	PROJ 3: HAHN PLACE - IDOT RETAINING WALL AND RESURFACING	\$ 477,930.00	\$ 122,820.00	\$ 333,750.00	\$ 21,360.00	\$ 1,637,764.15	
	PROJ 4: NATIONAL STREET B/W FREMONT STREET AND INGALTON AVENUE	\$ 220,644.00	\$ 187,956.00		\$ 32,688.00	\$ 1,858,408.15	
	PROJ 5: INGALTON AVENUE PAVEMENT PRESERVATION B/W LEE ROAD AND GRAND LAKE BLVD.	\$ 290,736.00	\$ 247,664.00		\$ 43,072.00	\$ 2,149,144.15	
	PROJ 6: OAK AVE, AREA STREETS REHABILITATION PROJECT (OAK AVE., GROVE AVE. CUL-DE-SAC, WENDAL ST., ELMWOOD AVE., & GRANDLAKE BLVD.)	\$ 514,620.00	\$ 438,380.00		\$ 76,240.00	\$ 2,663,764.15	
	PROJ 7: GRANDLAKE BOULEVARD & ELLIOT AVENUE	\$ 172,692.00	\$ 147,108.00		\$ 25,584.00	\$ 2,836,456.15	
	PROJ 8: BRENTWOOD DRIVE & BRENTWOOD COURT	\$ 77,868.00	\$ 66,332.00		\$ 11,536.00	\$ 2,914,324.15	
	PROJ 9: ELMWOOD AVE, AREA STREETS REHABILITATION PROJECT (ELMWOOD ST., YALE ST., NATIONAL ST.)	\$ 186,732.00	\$ 159,068.00		\$ 27,664.00	\$ 3,101,056.15	
	Total Project Costs	\$ 3,101,056.15	\$ 1,923,490.75	\$ 828,071.50	\$ 349,493.90		
	Funding - PROJ 1: CDBG \$600,000 (Pending)	\$ 600,000.00	\$ 267,040.73	\$ 278,093.52	\$ 54,865.75		
	CIP Budget (minus proportionate funding)		\$ 1,656,450.02	\$ 549,977.98	\$ 294,628.15		
2024	PROJ 1: (CDBG APPLICATION PR#3) BROWN ST. AND BISHOP ST. WATER MAIN AND STREETS REHABILITATION PROJECT	\$ 1,084,477.93	\$ 362,837.95	\$ 646,313.33	\$ 75,326.65	\$ 1,084,477.93	
	PROJ 2: NOR-OAKS COURT REHABILITATION PROJECT	\$ 112,320.00	\$ 95,680.00		\$ 16,640.00	\$ 1,196,797.93	
	PROJ 3: CORNERSTONE LAKES SUBDIVISION RESURFACING - CAMDEN DR. AND CULVER LN.	\$ 287,280.00	\$ 244,720.00		\$ 42,560.00	\$ 1,484,077.93	
	PROJ 4: ASHMORE ESTATES SUBDIVISION AND DIVERSEY PARKWAY REHABILITATION PROJECT (MULBERRY, EAGLE RIDGE, INDIANWOOD, CHEROKEE, APAHO, CHIPEWA, AND DIVERSEY PRKY.)	\$ 458,784.00	\$ 390,816.00		\$ 67,968.00	\$ 1,942,861.93	
	PROJ 5: ANCIENT OAKS REHABILITATION PROJECT	\$ 110,376.00	\$ 94,024.00		\$ 16,352.00	\$ 2,053,237.93	
	PROJ 6: STP PROJECT - TOWN ROAD (FAU 3817) DETENTION, WIDENING & ACCESS IMPROVEMENTS PROJECT	\$ 2,013,978.38	\$ 1,942,330.38		\$ 71,648.00	\$ 4,067,216.31	
	PROJ 7: RUBUILD IL FUNDING - HARVESTOR RD. RECONSTRUCTION PROJECT	\$ 5,250,685.00	\$ 4,511,490.00	\$ 537,360.00	\$ 201,835.00	\$ 9,317,901.31	
	Total Project Costs	\$ 9,317,901.31	\$ 7,641,898.33	\$ 1,183,673.33	\$ 492,329.65		
	Funding - PROJ 1: CDBG \$600,000 (Pending), PROJ 6: STP 70% = \$1,400,000 , PROJ 7: REBUILD IL (\$1,780,000)	\$ 2,000,000.00	\$ 3,080,349.20	\$ 539,747.21	\$ 159,903.59		
	CIP Budget (minus proportionate funding - MFT)	\$582,700 MFT (30% local match PROJ 6)		\$ 3,978,850.02	\$ 643,926.12	\$ 332,426.06	
2025	PROJ 1: (CDBG FUTURE APPLICATION): BROWN ST. AND HAZEL ST. WATER MAIN AND STREETS REHABILITATION PROJECT	\$ 978,772.00	\$ 251,528.00	\$ 683,500.00	\$ 43,744.00	978772	
	PROJ 2: CORNERSTONE LAKES SUBDIVISION - BAINBRIDGE, WYETH, AUBREY CT, HAVENS, BRIAR GATE CT RESURFACING PROJECT	\$ 748,872.00	\$ 637,928.00		\$ 110,944.00	\$ 1,727,644.00	
	PROJ 3: FOREST TRAILS SUBDIVISION - WEST HALF (WILD GINGER, TRILLIUM TRAIL, SPRING CRESS CT, SPRING CRESS LN, CRANESBILL, COLUMBINE, AND ASTER)	\$ 580,932.00	\$ 494,868.00		\$ 86,064.00	\$ 2,308,576.00	
	PROJ 4: POWIS COURT (INDUSTRIAL)	\$ 141,804.00	\$ 120,796.00		\$ 21,008.00	\$ 2,450,380.00	
	Total Project Costs	\$ 2,450,380.00	\$ 1,505,120.00	\$ 683,500.00	\$ 261,760.00		
	Funding - PROJ 1: CDBG (Future Amount TBD)	\$ -					
	CIP Budget (minus proportionate funding)		\$ 1,505,120.00	\$ 683,500.00	\$ 261,760.00		
2026	PROJ 1: (CDBG FUTURE APPLICATION): BROWN ST., POMEROY ST., FACTORY ST. REHABILITATION PROJECT	\$ 619,340.00	\$ 159,160.00	\$ 432,500.00	\$ 27,680.00	\$ 619,340.00	
	PROJ 2: PRESTONFIELD SUBDIVISION REHABILITATION PROJECT (HERITAGE WOODS DR., SANDCHERRY LN., POST OAK CIR., LAUREL LN., HEMLOCK LN., SNOWBERRY LN., SWEETBAY LN., & WHITE OAK LN.)	\$ 1,113,696.00	\$ 948,704.00		\$ 164,992.00	\$ 1,733,036.00	
	Total Project Costs	\$ 1,733,036.00	\$ 1,107,864.00	\$ 432,500.00	\$ 192,672.00		
	Funding - PROJ 1: CDBG (Future Amount TBD)	\$ -					
	CIP Budget (minus proportionate funding)		\$ 1,107,864.00	\$ 432,500.00	\$ 192,672.00		
5 YEAR TOTAL (2022-2026) =		\$ 20,340,159.19					
5 YR PROPOSED CIP BUDGET (2022-2026) =		\$ -					