AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Design Engineering Amendment No. 1 – Wastewater Treatment Plant
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater
Date:	April 21, 2025

Please Check Appropriate Box:

☐	Committee of the Whole Meeting	☐	Special Committee of the Whole Meeting
☒	City Council Meeting	☐	Special City Council Meeting
☐	Public Hearing	☐	Other -

Associated Strategic Plan Goal/Objective:

Estimated Cost: $2,114,719.00	Budgeted? ☐ Yes ☒ No	Other Funding? ☐ Yes ☒ No

If "Other Funding," please explain how the item will be funded:

Executive Summary:

The City Council approved Resolution 2023-89 (Attached) authorizing a contract with CDM Smith for Phase II improvements at the wastewater plant at a not-to-exceed amount of $1,899,719.00. The improvements are necessary to remain in compliance with the Illinois EPA, provide emergency generation, replace aging equipment and structures, and construct an administration building. CDM Smith is requesting amendment No. 1 to the contract due the need for a Special Use Zoning Permit and other additions and modifications outside of original scope of services. Costs associated with amendment No. 1 will be accommodated within the existing budget and reflected in a future budget amendment if necessary.

Attachments: *(please list)*

- Resolution 2023-89
- Resolution for Amendment

Voting Requirements:

This motion requires a simple majority of affirmative votes for passage. (City Council Only)

The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.

Recommendation / Suggested Action: *(how the item should be listed on agenda)*

Recommend Resolution Authorizing the Execution of an Amendment to the Professional Services Agreement with CDM Smith in the amount of $215,000.00 for a total not-to-exceed amount of $2,114,719.00 for Design Engineering of Phase II Improvements at the Wastewater Treatment Plant.

RESOLUTION NO. 2023-89

RESOLUTION AUTHORIZING EXECUTION OF
Contract for Design Engineering Services for Phase II Improvements at Wastewater Treatment Plant

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract (Exhibit A) with CDM Smith Inc., for the design of Phase II improvements at Wastewater Treatment Plant in a total not-to-exceed amount of $1,899,719.00.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 5th day of Sept., 2023

AYES: 9 **NAYS:** 0 **ABSENT:** 1 **ABSTAINING:** 0 **HOLDING OFFICE:** 10

Approved by me this 5th day of Sept., 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT BETWEEN OWNER AND ENGINEER

THIS IS AN AGREEMENT made effective on 9/5/, 2023 between City of Geneva, Illinois, an Illinois municipal corporation ("OWNER") and CDM Smith Inc. , a Massachusetts corporation with offices located at 125 S. Wacker Ave, Suite 2510, Chicago, IL 60606 ("ENGINEER").

OWNER's Project is generally identified as follows: Wastewater Treatment Facility ("WWTF") Improvements (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below.

1. SCOPE OF SERVICES

1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER, the Services as described in Exhibit A.1 (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

2. TIMES FOR RENDERING SERVICES

2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.

2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

3. OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.

3.6 Bear all costs incident to compliance with the requirements of this Article 3.

4. PAYMENTS TO ENGINEER FOR SERVICES

4.1 Methods of Payment for Services of ENGINEER.

4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A on a time and expense basis using billing rates established by CDM Smith Inc., with a not to exceed amount of $1,899,719, per the attached Exhibit A.2 breakdown of hours and costs. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A.2. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled. In the event that the OWNER contests the invoice for SERVICES rendered by the ENGINEER, the OWNER may withhold payment for that portion of the invoice until the parties resolve the discrepancy.

4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 45 days of receipt of invoice.

4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty 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; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.1.4 OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

5. GENERAL CONDITIONS

5.1 Standard of Care

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 conditions at the same time and in the same locality.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' 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 Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner 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 signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

5.4.8 Engineer's services do not include providing legal advice or representation.

5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

5.5.1 The obligation to provide further services under this Agreement may be terminated 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:

a) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b) 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, or as the result of the presence at the Site of undisclosed Constituents of Concern.

c) Engineer shall have no liability to Owner on account of such termination.

C. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial 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.

5.5.2 The obligation to provide further services under this Agreement may be terminated for convenience, by Owner effective upon Engineer's receipt of notice from Owner.

5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 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.

5.5.4 Payments Upon Termination:

A. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.

B. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of 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.

5.6 Use of Documents

5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items

resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER 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 from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of Illinois.

5.8 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of insurance limits established under this agreement. Successors and Assigns

5.8.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER 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.

5.8.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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.

5.8.3 Unless expressly provided otherwise in this Agreement:

A. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.9 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER 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.

5.11 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.12 Environmental Site Conditions

5.12.1 It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then 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: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

5.12.2 If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall

have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

5.12.3 OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.13 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property. During the term of this contract and for a minimum period of two years following the completion of the Project, ENGINEER shall also maintain commercial liability and casualty insurance, as well as professional liability insurance for errors and omission coverages in the amount of $3,000,000.00. In addition, ENGINEEER shall maintain additional insurance, as "umbrella" coverage, in the sum of $3,000,000.00 for excees coverage over the base coverages for commercial liability, casualty and errors and omission coverages named herein. The commercial liability and casualty coverage shall be in accordance with the certificate of insurance attached hereto as Schedule 1. The terms and amounts of insurance shown on the certificate of insurance shall not be modified without the written consent of the OWNER.

5.14 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit. No compensation shall be paid for responses to Freedom of Information requests.

5.15 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes

in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay. , , and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event caused solely by OWNER, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event, if such event is caused solely by OWNER.

5.17 Waiver

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.

5.18 Headings

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

5.19 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.20 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.22 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration

Association. In the event that mediation is not invoked (or waived by either party) by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

6. DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to: (1) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, ("CERCLA"); (2) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (3) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (4) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (5) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (6) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (7) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – •

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.5 Contractor**

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.7 ENGINEER's Subcontractor.

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project. The ENGINEER and any of its subcontractors shall provide partial and final mechanic's lien waiver in accordance with Illinois law.

6.8 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.2.

6.9 Standard General Conditions**

The Standard General Conditions of the Construction Contract of the Engineers Joint Contract Documents Committee.

6.10 Total Project Costs**

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.11 Work**

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

** *This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.*

7. EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A – Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

Exhibit A.1 – Detailed Scope of Services

Exhibit A.2 – Breakdown of Fees and Hours

Exhibit A.3 – CDM Smith Average Hourly Rates from Present- April 1, 2024

Exhibit A.4 – Level of Effort Breakdown

Exhibit A.5 – List of Anticipated Design Drawings and Delivery Schedule

Exhibit B – Certificate of Insurance

Signature page follows.

This Agreement and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

Name: Stephanie K. Dawkins

Title: City Administrator

Date: Sept-5, 2023

Address for giving notices:
1800 South Street
Geneva, IL 60134

ENGINEER:

Name: Amrou Atassi

Title: Senior Vice President

Date: 8/31/2023

Address for giving notices:
125 S Wacker Dr Ste 2510
Chicago, IL 60606

EXHIBIT A
TO AGREEMENT
BETWEEN OWNER AND
ENGINEER
Scope of Work

This is an Exhibit attached to and made a part of the Agreement dated , 2023 between City of Geneva (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

ENGINEER will provide the detailed scope of service as outlined in attached Exhibit A.1. A list of anticipated design drawings is provided in the attached Exhibit A.5.

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation 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;

2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;

2.1.3 Appropriate professional interpretation of all of the foregoing;

2.1.4 Previous environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

2.1.5 Previously conducted field surveys including, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;

2.1.6 Property descriptions;

2.1.7 Zoning, deed and other land use restrictions; and

2.1.8 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

2.2 Provide, as required by the Contract Documents, previous engineering surveys (already completed by City), and provide Survey Subconsultant with information on existing City utilities within the project site, and access to complete the survey.

2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.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 consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

2.4 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.5 Provide, as may be required for the Project:

2.5.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

2.5.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

2.5.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

2.6 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

2.6.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

2.6.2 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.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.6.1 and 2.6.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

2.7 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

2.8 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER

shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.

2.9 If more than one prime contract is to be awarded for 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 person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.

2.10 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 2.1, 2.2 and 2.4 through 2.11, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

2.11 Attend the design review meetings, pre-bid conference, bid opening, and progress meetings.

2.12 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.

2.13 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

-Four months for 30% design documents after completion of field activities.
-Four months for 60% design documents after approval of 30%.
-Three months for 90% design documents after approval of 60%.
-Bidding schedule to be determined based on IEPA SRF funding and final receipt of permits.

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

OWNER shall pay ENGINEER for Services performed or furnished under this Agreement on a time and expense basis using hourly billing rates established by CDM Smith Inc., with a not to exceed amount of $1,899,719. This amount is based on a base fee of $1,727,017 and an additional contingency allowance of 10% or $172,702, which has to be authorized by the City. The total not-to-exceed fee of this contract is $1,899,719. A breakdown of costs is provided in attached Exhibit A.2.

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

N/A

Exhibit A.1

City of Geneva WWTF Improvements Project - Detailed Scope of Services for Preliminary Design, Detailed Design, and Bidding

WWTF Improvements Scope

This scope of work is developed based on our understanding of the project, scope items discussed with the City, knowledge of the WWTF and its operation, and the 2019 Solids Handling Study.

1) New Administration Building, including the following components. CDM Smith's design scope assumes construction of a new single-story masonry Administrative Building, however the concept design phase includes a concept evaluation of the upgrade of the existing building versus construction of a new building.

    a) Administration space for five existing staff and two future staff, or seven total, including a work space for each.

    b) Laboratory (matching existing space and equipment) with 3 workstations, vestibule entrance, and emergency eyewash/shower.

    c) Staff and visitor parking (10 spaces)

    d) Conference/training room

    e) Demolition of existing Admin Building

2) New Maintenance Building, including the following components. CDM Smith's design scope assumes construction of a new pre-engineered metal building (PEMB). The PEMB design will include heating and ventilation.

    a) Two vehicle (truck) maintenance bays. It is assumed that vehicles will only be operated in the bays to move them in/out and no vehicle exhaust system is required.

    b) Additional storage and workshop space. Shop space will include compressed air and provisions for welding.

3) Solids Handling Improvements: New Thickening (Gravity Belt Thickener or Rotary Drum Thickener) and Dewatering (Belt Filter Press, Screw Press, or Centrifuge) Equipment in new 2-story masonry building, including:

    a) Dewatering side with loading bay below and/or conveyance to sludge storage barn

    b) Thickening side with vehicle storage bay below

    c) Shared emulsion polymer systems in center

    d) New WAS Tanks, including provisions for scum handling and mixing

e) Yard sludge piping modifications

f) The spaces will be ventilated to declassify the space and no odor control systems are included.

g) Demolition of existing solids handling facility, if desired by the City. Alternatively, this space could be cleared for an alternate use.

4) Replace ultraviolet (UV) Disinfection facilities, including:

a) New, deeper UV channel

b) New UV equipment, with intensity-based dosing, automatic cleaning mechanisms and remote ballasts

c) Covered (not in a building) channels and control panels.

d) Site lighting

e) The new UV system design will provide space for bulb cleaning (including drains), and consider bulb storage when not in use.

f) Demolition of existing UV facility

5) Emergency Generator in outdoor enclosure for powering the entire plant load, with landscape or other screening.

6) Bioreactor Improvements

a) Replace railings in Bioreactor No. 1

b) Nitrate Recycle Pumps improvements to meet low flow conditions, including new valving.

c) Lighting improvements by Bioreactor No. 1.

7) Vactor Truck Dump Station

a) New receiving station for material from City vactor trucks. This will consist of a manual bar rack structure along an influent sewer.

8) Grit Removal Tank No. 2, including upgrades similar to recent upgrade to Grit Removal Tank No. 1.

a) Alternate grit removal technologies will be evaluated in the concept design phase

9) New Grit Washer

a) Alternate grit washer technologies will be evaluated in the concept design phase.

Task 1 - Preliminary Design Phase

Task 1.1 – Kickoff Meeting and Development of Project Plan

Subtasks

1.1.1 Plan, schedule, facilitate, and document the results of a Project "Kick-off" workshop. Suggested attendees would include utility managers and operations and maintenance staff. Objectives for the Kick-off workshop include:

- review the Project scope, schedule, budget, and potential funding sources
- establish City Project expectations
- clearly define and prioritize the goals and objectives of the Project
- review scope of evaluations to be completed in the preliminary design phase
- identify project stakeholders for permitting and review
- Prepare appropriate meeting materials and document the results of the workshop in the form of a meeting summary document.

1.1.2 Plan, schedule and attend a Project Quality Management (PQM) workshop to discuss and plan for project critical success factors and risk elements.

1.1.3 Develop a Project plan that includes the following components:

- Overall Project schedule
- Overall Project team
- Overall Project QAQC and checking responsibilities
- Identification of permitting agencies and action plan to receive timely permits
- Project communication protocol between team members and City
- Identification of Project deliverables, including 30%, 60% and 90% design milestones
- Other critical Project items defined at the Kickoff Meeting

Deliverables

- "Project Kick-off and Quality Management" Workshop Summaries
- Project Plan

Meetings

- "Project Kick-off" Workshop with City staff
- Project PQM workshop with Project Team Members

Task 1.2 – Conduct "Design Related" Field Activities and Investigations

Subtasks

As part of this task, CDM Smith will review the design concept developed as part of the Study phase and verify the layout of the proposed improvements. Several parallel sub-tasks will be completed, including:

1.2.1 Gather, assemble, and review information from the City related to existing drawings and records. Conduct site visit to review existing site conditions related to electrical capacity onsite, confirm location of facilities and structures near the proposed Facility.

1.2.2 Site Survey – Conduct survey of the area surrounding the existing and proposed WWTF components. Survey will include a topographic survey and location of all building features in the immediate area of the construction and access road.

1.2.3 Site Assessment/Permitting – CDM Smith will contact representatives of key local and state permitting agencies to determine requirements for approval of construction including the local architectural review board. Aerial and conceptual site layouts utilizing survey information will be developed for sharing with those agencies. CDM Smith will attend one meeting with the local building department to discuss the layout of the facility and required permits and approvals.

1.2.4 Facility Planning Evaluations Workshop – CDM Smith will conduct a workshop with stakeholders to present options for the following to identify alternative to progress with design. CDM Smith will document the evaluated options and workshop findings in meeting minutes.

- Review proposed plant upgrade components for consistency with long-range planning elements, including 2030 0.5 mg/L Total Phosphorus limit, future growth/flows, and the ongoing rail improvement project.
- Evaluate feasibility of upgrading the existing Admin Building versus construction of a new building. Evaluation factors will include lab space functionality, operation staff workspace, future growth/additional employees, building condition, ADA accessibility, site traffic flow, and cost. Two new building location options will be considered.
- Confirm sizing of waste activated sludge (WAS) tanks. Tanks will be sized to continue sludge thickening and dewatering operations during a single shift and include storage for weekends and holidays.
- Evaluation of rotary drum thickeners and gravity belt thickeners for sludge thickening, evaluation of belt filter presses, sludge presses, and centrifuges for sludge dewatering, evaluation of solids building locations, and sludge cake conveying options (truck or convey cake to solids storage building)
- Evaluate up to three options for grit removal, including the assumed solution of replacing Grit Removal Unit No. 2 equipment in kind.
- Evaluate up to three options for grit washing equipment.

- Evaluate options to meet low flow range for Nitrate Recycle Pumps. Existing pumps result in oxygen poisoning to anoxic zone, therefore the pumps must be shut down during low flow periods.

1.2.5 Development of draft and final Basis of Design Reports, including:

- Conformance evaluation to existing WWTF planning documents and other current projects
- Final design criteria for the Solids Handling Facility and WAS Tanks
- Final layout/alternative for the Amin Building
- Final grit removal and washing alternatives and design criteria
- UV disinfection layout and design criteria
- Nitrate Recycle Pump low flow modification approach
- Final generator sizing, fuel type, and other design criteria
- Identification of an emergency shelter location at the site
- Opinions of probable costs associated with above evaluation alternatives
- Summary of required permitting and site approvals

1.2.6 Review of Digester Cleaning bidding documents and resulting inspection reports.

- A total of 40 hours is assumed for this task
- It is assumed that the engineer associated with this project will design any required repairs, which would be implemented while the digester is offline for the inspection.

1.2.7 Equipment Site Visits

- CDM Smith will plan and accompany City personnel on up to two, one-day site visits to view equipment proposed in this upgrade.
- CDM Smith will prepare site visit summaries.
- It is assumed that the City will pay travel costs associated with City staff

Deliverables

- Survey of the WWTP site
- Planning Evaluations Workshop Minutes
- Equipment Site Visit Summaries (2)
- Basis of Design Report

Workshops/Meetings

- Facility Evaluation Planning Workshop

Task 1.3 – Development of 30% Design Documents

Subtasks

1.3.1 Geotechnical Evaluation – CDM Smith will review the report provided by the City. The evaluation is expected to include soil borings at the proposed Admin, Maintenance, and Solids Building sites and recommendations for the building foundation.

1.3.2 Based on the Task 1.2 findings, 30% design documents will be prepared and will include the following:

- P&IDs for all process components
- Graphics and Control System Review
- Plan layout(s) and sections for the Admin Building
- Plan layouts for the Solids Handling Building
- Plan layout and section for grit handling improvements
- Plan layout and sections for UV improvements
- One site plan
- One yard piping plan
- One electrical diagram
- Specifications Table of Contents

1.3.3 Development of a MOPO (Maintenance of Plant Operations) Plan to rehab the existing facilities.

1.3.4 Plan, schedule, facilitate, and document the results of a design review workshop with the City

Deliverables

- 30% Design Drawings
- MOPO Plan Tech Memo

Meetings

- Meeting with City staff to discuss 30% Design

Task 1.4 –IEPA SRF Funding Assistance

As part of this Task, CDM Smith will provide assistance to the City to obtain an IEPA SRF Loan, specifically:

1.4.1 Preparation of SRF Nomination Form

1.4.2 Preparation of Project Plan at the 30% design milestone

1.4.3 Coordination with IEPA SRF during design and bidding

1.4.4 Preparation of Plans and Specs and Bidding Checklist IEPA Forms

Deliverables

- IEPA SRF Nomination Form
- IEPA Project Plan

Task 2 – Development of Detailed Design Documents

This task involves the development of detailed design documents, specifically:

2.1 Develop 60% design documents (plans and specifications). Documents will be submitted electronically along with five hard copies (plans will be submitted in 11X17 format).

2.2 Develop 90% design documents (plans and specifications). Documents will be submitted electronically along with five hard copies (plans will be submitted in 11X17 format).

2.3 Prepare an opinion of probable construction cost estimate at the 60% and 90% design milestones.

2.4 Provide 100% design documents for bidding and permitting. Documents will be submitted electronically along with five hard copies (plans will be submitted in 11X17 format).

- The design will include process, civil/site, structural, architectural, HVAC, plumbing, electrical and instrumentation plans and specifications.
- The design documents will include contract front-end documents using standard EJCDC general conditions.

2.5 Attend design document review meetings and prepare a summary of comments and concerns for City's consideration.

2.6 Assist the City with obtaining the following anticipated permits:

- Illinois EPA Clean Water Permit
- City of Geneva Building Permit

Deliverables

- Three copies of 60% Plans and Specifications (half size)
- Three copies of 90% Plans and Specifications (half size)
- Five copies of Final (100%) Plans and Specification – Bidding Documents (half size)
- Permit applications for IEPA

Meetings

- Meeting with City staff to discuss 60% design
- Meeting with City staff to discuss 90% design

- Meeting with Building Inspector

Task 3 – Bidding Services

Bidding services will include the following:

3.1 Advertise plans and specifications to contractors.

3.2 Provide electronic copies of plans and specifications to potential bidders.

3.3 Lead and attend a pre-bid meeting.

3.4 Issue addenda, based on questions and input from contractors.

3.5 Review bids and make a recommendation for award.

Task 4 – Project Management and Coordination

Subtasks

4.1 Continually assess the expectations of the City and manage the scope, schedule, and budget to meet these expectations.

4.2 Facilitate communications between Project Stakeholders.

4.3 Coordinate and manage the activities of all CDM Smith Project Team members.

4.4 Monitor and maintain strict adherence to the established quality assurance standards.

4.5 Implement internal Technical Review of project components at the 10%, 30% and 60% design phases.

4.6 Implement internal cross-check review of project components at the 90% design phase.

4.7 Prepare monthly status reports of Project progress, expenditures to date, cost-to-budget information, and submit in conjunction with monthly service invoice.

4.8 Prepare appropriate meeting materials as necessary to support meetings and document the results in the form of meeting summaries.

4.9 Immediately advise the City when established project expectations cannot be met.

4.10 Plan, schedule, facilitate, and document the results of project meetings with the City.

4.11 Hold internal bi-weekly coordination conference calls or meetings with the Project Team.

Deliverables

- Monthly Progress Report and Service Invoices, including Scope, Schedule, and Cost-to-Budget Updates
- Meeting and Briefing Materials
- Meeting Summaries
- Schedule Update

Assumptions

1. A list of assumed drawings for the design is attached.
2. Lab facilities are assumed to be similar to existing lab, including an emergency shower.
3. All drafting will be completed in 3D BIM model, except grit and bioreactor improvements.
4. Nitrate recycle pump modifications will not involve electrical modifications.
5. Electrical demolition work for UV and Grit Tank will be on shown on the electrical site plan.
6. Lighting and I&C for UV will be shown on the same plan.
7. Bioreactor lighting will be shown on an enlarged electrical site plan.
8. The existing transformer for UV system is adequate for the new UV system.
9. No effort is being considered for solar panels at the new administration building.
10. Geotechnical investigations/evaluation and report will be provided by the City. CDM Smith's structural design will request number, location and depth of borings for proposed structures.
11. LEED certification for any of the new buildings, including the new Administration Building is not included.
12. Design of any retrofit of the existing Solids Handling Building is not included.
13. Construction phase services are not included and will be provided under a separate contract after design is completed.
14. The City is responsible for preparing the financial analysis and associated documents for the IEPA SRF Loan.

Exhibit A.2 - Breakdown of Fees and Hours

WBS/Activity Name	Survey	Other Direct Costs	Labor Hours	Total Cost
Preliminary Design			5,222	$747,792.95
Project Plan			116	$29,483.10
Kickoff Mtg		$1,150.00	24	$6,544.22
PQM Workshop (internal)			34	$7,273.67
Project Plan			22	$4,731.01
Field & Evaluations			1,460	$288,737.56
Data Gather & Review			108	$23,029.81
Survey	$15,000		10	$17,902.81
Permitting Assessment			52	$8,857.62
Evaluations			834	$154,060.06
Site Visits		$4,750.00	88	$23,311.17
Plan Review			38	$7,648.82
Admin Bldg Planning			113	$14,964.17
Solids Concept Design			261	$38,744.27
Grit Concept Design			41	$6,981.89
Recyle Pump Mods Concept Design			35	$5,762.66
Emergency Power Planning			120	$25,343.21
Emergency Shelter			10	$1,469.32
City Workshop		$2,750.00	128	$29,834.55
Concept Design Report			388	$65,733.96
Digester Doc Review			20	$4,355.86
Equipment Site Visits(2)		$4,000.00	48	$14,797.44
30% Design Task			2,639	$337,750.03
Geotechnical Evaluation			21	$3,991.14
30% Drawings & Spec TOC			2,490	$304,966.41
MOPO Plan			76	$16,162.55
City Review Workshop		$1,600.00	52	$12,629.92
Funding Coordination			44	$7,940.60
SRF Nomination Form			13	$2,313.40
Project Plan			15	$2,719.81
SRF Coordination			5	$1,073.34
SRF Checklists/Forms			11	$1,834.05
Calculations			190	$36,024.46
10% & 30% Design TRCs			92	$22,612.98
PM/Admin		$500.00	36	$5,522.99
Internal Meetings			95	$19,721.23
Design Development			6,216	$932,018.15
60% Design			3,057	$395,481.58
60% Drawings			2,429	$289,961.28
60% Specs			464	$77,446.86
60% Calculations			164	$28,073.44
90% Design			2,386	$310,354.65
90% Drawings			1,925	$229,062.54
90% Specs			345	$61,325.99
90% Calculations			116	$19,966.12
60% and 90% OPCC			106	$14,484.81
Bid Docs		$2,000.00	629	$94,932.84
Bid Drawings			412	$60,690.33
Bid Specs			133	$23,675.90
60% & 90% City Review Workshops		$1,300.00	88	$19,882.75
Permitting			68	$12,942.55
60% Design TRC			76	$16,370.97
90% RYG Review			132	$25,489.10
PM/Admin		$500.00	72	$10,524.94
Internal Meetings			152	$31,553.97
Bidding Task			310	$47,205.90
Bid Advertisement			4	$593.98
Bid Doc Distribution			26	$2,657.29
Pre-bid Meeting		$500.00	36	$7,086.10
Addenda Prep and Distribution			214	$32,908.66
Bid Review			18	$2,459.29
PM/Admin			12	$1,500.58

TOTAL for Design and Bidding	-	-	**11,748**	$1,727,017
10% Contingency (As Authorized by City)				$172,702
TOTAL Contract Value				**$1,899,719**

City of Geneva

WWTP Improvements

Exhibit A.3

CDM Smith Average Hourly Rates from Present- April 1, 2024

Employee Classification	Average Hourly Rate
Engineer 1 (Junior Engineer)	$100
Engineer 2 (Junior Engineer)	$115
Engineer 3 (Junior Engineer)	$130
Engineer 4 (Engineer)	$145
Engineer 5 (Engineer)	$165
Engineer 6 Senior Engineer	$195
Engineer 7 Senior Engineer	$225
Engineer 8 Senior Engineer	$250
Engineer 9 (Technical Specialist)	$290
Engineer 10 (Technical Specialist)	$325
Project Manager/Construction Manager	$240
Senior Project Manager	$270
Project Director	$300
Junior Resident Engineer/Inspector	$105
Mid-Level Resident Engineer/Inspector	$145
Senior Resident Engineer	$180
Designer/Drafter I	$95
Designer/Drafter II	$115
Designer/Drafter III	$135
Designer/Drafter IV	$155
Senior Designer	$195
Junior Cost Estimator	$110
Cost Estimator	$155
Senior Estimator	$200
O&M Specialist	$150
Senior O&M Specialist	$200
Admin I	$100
Admin II	$120
Admin III	$140

Exhibit A.4 - Level of Effort Breakdown

		Project Director	Project Manager	Lead Technical Specialist	Admin	Estimator	Technical Reviewer	Engineer (Various)	Architect (Various)	Designer /Drafter (Various)
Task	Task Name	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
T1	Preliminary Design									
T1.1	Project Plan									
T1.1.1	Kickoff Mtg	4	12	4				2	2	
T1.1.2	PQM Workshop (internal)	6	6	4				12	2	4
T1.1.3	Project Plan	4	20	12	12					
T1.2	Field & Evaluations									
T1.2.1	Data Gather & Review		4	4				94	16	
T1.2.2	Survey		2							8
T1.2.3	Permitting Assessment	2	4	2				12	32	
T1.2.4	Evaluations									
T1.2.4.SITE	Site Visits		12	12				56	8	
T1.2.4.PLANS	Plan Review	2	8	8				20		
T1.2.4.ADMIN	Admin Bldg Planning		4			7		18	40	44
T1.2.4.SOLIDS	Solids Concept Design		4	20		7		106	16	124
T1.2.4.GRIT	Grit Concept Design		4	4		3		26		4
T1.2.4.PUMP	Recyle Pump Mods Concept Design		2	2		3		24		4
T1.2.4.GEN	Emergency Power Planning		2	2		3		109	4	
T1.2.4.SHELTER	Emergency Shelter		2	2						6
T1.2.4.WORKSHOP	City Workshop	8	24	24				60	12	
T1.2.5	Concept Design Report	2	16	24				276	56	
T1.2.6	Digester Doc Review	2	4	8				6		
T1.2.7	Equipment Site Visits(2)		24	24						
T1.3	30% Design Task									
T1.3.1	Geotechnical Evaluation		4	4				13		
T1.3.2	30% Drawings & Spec TOC		8	12				622	164	1092
T1.3.3	MOPO Plan		2	4				70		
T1.3.4	City Review Workshop	4	16	4				24	4	
T1.4	Funding Coordination									
T1.4.1	SRF Nomination Form	1	2	2				8		
T1.4.2	Project Plan	1	4	2				8		
T1.4.3	SRF Coordination	1	4					0		
T1.4.4	SRF Checklists/Forms	1	2					8		
T1.CALCS	Calculations		2	4				184		
T1.TRC	10% & 30% Design TRCs		12	12			60	8		
T1.PM-ADMIN	PM/Admin		16		20					
T1.MTG	Internal Meetings		16	10				60	10	
T2	Design Development									
T2.1	60% Design									
T2.1.Dwgs	60% Drawings		8	12				844	172	1218
T2.1.Specs	60% Specs		8	8	12			294	124	60
T2.1.Calcs	60% Calculations			2				190		
T2.2	90% Design									
T2.2.Dwgs	90% Drawings							718	172	834
T2.2.Specs	90% Specs		8	8	12			235	124	
T2.2.Calcs	90% Calculations			2				142		
T2.3	60% and 90% OPCC	4	4			86		16		
T2.4	Bid Docs									
T2.4.Dwgs	Bid Drawings		8	8				298	92	252
T2.4.Specs	Bid Specs		8	8	12			97	48	
T2.5	60% & 90% City Review Workshops	4	20	8				48	8	
T2.6	Permitting		4					58	24	
T2.TRC	60% Design TRC		6	6			36	12	16	
T2.RTG	90% RTG Review		16	16				80	20	
T2.PM-ADMIN	PM/Admin		32		40					
T2.MTG	Internal Meetings		24	16				96	16	
T3	Bidding Task									
T3.1	Bid Advertisement		2		2					
T3.2	Bid Doc Distribution		2		28					
T3.3	Pre-bid Meeting	8	16					12		
T3.4	Addenda Prep and Distribution		16	16				100	24	52
T3.5	Bid Review	2	4		12					
T3.PM-ADMIN	PM/Admin		4		8					
Total		56	431	320	154	109	96	5066	1210	3702

Exhibit A.5 - List of Anticipated Design Drawings and Delivery Schedule

			PRELIMINARY	DEVELOPMENT	FINAL DESIGN
DISCIPLINE GROUP	SHEET COUNT	DRAWING NAME	30%	60%	90%/100%
EXISTING RECORDS	10	DIGITIZATION OF EXISTING RECORD DRAWINGS FOR USE WITH WWTP UPGRADE PROJECT			
GENERAL	9	COVER SHEET			
		INDEX TO DRAWINGS I			
		INDEX TO DRAWINGS II			
		STANDARD ABBREVIATIONS			
		LEGEND OF SYMBOLS			
		LIQUIDS HYDRAULIC PROFILE			
		SOLIDS HYDRAULIC PROFILE			
		LIQUID/SOLIDS FLOW DIAGRAM			
		MATERIALS OF CONSTRUCTION FOR AREA DESIGNATIONS			
CIVIL	21	EXISTING SITE PLAN			
		SITE DEMO PLAN			
		PROPOSED SITE PLAN			
		SITE LAYOUT PLAN			
		YARD PIPING PLAN			
		SLUDGE PIPING PROFILE I			
		SLUDGE PIPING PROFILE II			
		SECONDARY EFFLUENT PIPING PROFILE			
		GRADING PLAN			
		SEDIMENT CONTROL PLAN I			
		SEDIMENT CONTROL PLAN II			
		SEDIMENT CONTROL NOTES & DETAILS			
		STORMWATER MANAGEMENT PLAN			
		STORMWATER MANAGEMENT DETAILS & NOTES			
		STORMWATER MANAGEMENT PROFILE			
		STORM DRAIN PLAN AND PROFILE			
		DRAINAGE AREA MAP			
		LANDSCAPE PLANS, NOTES AND DETAILS			
		CIVIL DETAILS I			
		CIVIL DETAILS II			
		CIVIL DETAILS III			
PROCESS MECHANICAL	30	PROCESS MECHANICAL SYMBOLOGY			
		HAULED WASTE STRUCTURE PLAN, SECTION & DETAIL (2D)			
		GRIT SYSTEM DEMO PLAN (2D)			
		GRIT SYSTEM PLAN AND SECTIONS (2D)			
		BIOREACTOR MODIFICATIONS PLAN (2D)			
		BIOREACTOR MODIFICATIONS SECTIONS (2D)			
		UV DEMO PLAN (2D)			
		UV PLAN (3D)			
		UV PROFILE (3D)			
		UV SECTIONS (3D)			
		UV ISOMETRIC (3D)			
		WAS TANK DEMO PLAN (2D)			
		WAS TANK DEMO SECTIONS (2D)			
		WAS TANK PLAN (3D)			
		WAS TANK PROFILE (3D)			
		WAS TANK SECTIONS (3D)			
		WAS TANK ISOMETRIC (3D)			
		SOLIDS BUILDING DEMO PLAN (2D)			
		SOLIDS BUILDING DEMO SECTIONS (3D)			
		SOLIDS BUILDING LOWER PLAN (3D)			
		SOLIDS BUILDING UPPER PLAN (3D)			
		SOLIDS BUILDING SECTION I (3D)			
		SOLIDS BUILDING SECTION II (3D)			
		SOLIDS BUILDING ISOMETRIC I (3D)			
		SOLIDS BUILDING ISOMETRIC II (3D)			
		SOLIDS BLDG DETAILS			
		PROCESS MECHANICAL DETAILS I			
		PROCESS MECHANICAL DETAILS II			
		PROCESS MECHANICAL DETAILS III			
		PROCESS MECHANICAL DETAILS IV			
STRUCTURAL	28	GENERAL NOTES			
		ADMINISTRATION BUILDING BASE PLAN			
		ADMINISTRATION BUILDING FLOOR PLAN			
		ADMINISTRATION BUILDING ROOF PLAN			
		ADMINISTRATION BUILDING SECTIONS I			
		ADMINISTRATION BUILDING SECTIONS II			
		SOLIDS HANDLING BUILDING FOUNDATION PLAN			
		SOLIDS HANDLING BUILDING FLOOR PLAN			
		SOLIDS HANDLING BUILDING SECOND FLOOR PLAN			
		SOLIDS HANDLING BUILDNG ROOF PLAN			
		SOLIDS HANDLING BUILDING SECTIONS AND DETAILS			
		MAINTENANCE BUILDING FOUNDATION PLAN			
		MAINTENANCE BUILDING SECTIONS AND DETAILS			
		UV CHANNEL FOUNDATION AND UPPER LEVEL PLAN AND SECTIONS			
		BIOREACTOR IMPROVEMENTS PLAN			
		VACTOR DUMP STATION DEWATERING PLAN AND SECTIONS			
		GRIT REMOVAL TANK NO. 2 PLAN AND SECTIONS			
		MISCELLANEOUS STRUCTURES			
		CONCRETE REPAIR DETAILS I			
		STANDARD DETAILS - I			
		STANDARD DETAILS - II			

Exhibit A.5 - List of Anticipated Design Drawings and Delivery Schedule

		STANDARD DETAILS - III			
		STANDARD DETAILS - MASONRY I			
		STANDARD DETAILS - MASONRY II			
		STANDARD DETAILS - MISCELLANEOUS METALS - I			
		STANDARD DETAILS - MISCELLANEOUS METALS - II			
		STRUCTURAL SPECIAL INSPECTIONS - I			
		STRUCTURAL SPECIAL INSPECTIONS - II			
ARCHITECTURAL	35	GENERL NOTES ABBREVIATIONS AND SYMBOLS			
		BUILDING CODE SUMMARY AND LIFE SAFETY PLANS			
		PROCESS BUILDING FLOOR PLANS			
		PROCESS BUILDING ROOF PLAN			
		PROCESS BUILDING ELEVATIONS			
		PROCESS BUILDING BUILDING SECTIONS			
		PROCESS BUILDING WALL SECTIONS			
		PROCESS BUILDING SECTION DETAILS			
		PROCESS BUILDING TOILET ROOM PLANS AND INTERIOR ELEVATIONS			
		DOOR, WINDOW, LOUVER AND FINISH SCHEDULES, TYPES AND PARTITION TYPES			
		DOOR, WINDOW, LOUVER DETAILS			
		DEMOLITION PLANS			
		BUILDING CODE SUMMARY AND LIFE SAFETY PLANS			
		MAINTENANCE BUILDING FLOOR PLAN AND ROOF PLAN			
		MAINTENANCE BUILDING ELEVATIONS			
		MAINTENANCE BUILDING SECTIONS			
		MAINTENANCE WALL SECTIONS			
		MAINTENANCE SECTION DETAILS			
		MAINTENANCE REFLECTED CEILING PLANS			
		DOOR, WINDOW, LOUVER AND FINISH SCHEDULES, TYPES AND PARTITION TYPES			
		DOOR, WINDOW, LOUVER DETAILS			
		ADMIN/LAB FLOOR PLAN AND ROOF PLAN			
		ADMIN/LAB BUILDING ELEVATIONS			
		ADMIN/LAB BUILDING SECTIONS			
		ADMIN/LAB BUILDING WALL SECTIONS			
		ADMIN/LAB BUILDING SECTION DETAILS			
		ADMIN/LAB BUILDING REFLECTED CEILING PLAN			
		ADMIN/LAB BUILDING ENLARGED TLT RM PLANS & INTERIOR ELEVATIONS			
		ADMIN/LAB BUILDING ENLARGED LAB PLANS & INTERIOR ELEVATIONS			
		ADMIN/LAB BUILDING EQUIPMENT PLANS & SCHEDULES			
		DOOR, WINDOW, LOUVER AND FINISH SCHEDULES, TYPES AND PARTITION TYPES			
		DOOR, WINDOW, LOUVER DETAILS			
		MISC DETAILS			
		MILLWORK DETAILS			
		LANDSCAPE AND SITE AMENITIES			
HVAC	13	HVAC LEGEND, SYMBOLS AND ABBREVIATIONS			
		AIRFLOW DIAGRAMS			
		ADMIN BLDG HVAC FLOOR PLAN			
		ADMIN BLDG HVAC ROOF PLAN			
		SOLIDS BLDG LOWER AND UPPER FLOOR PLANS			
		SOLIDS BLDG ROOF PLAN			
		ENLARGED PLANS			
		HVAC SECTIONS II			
		HVAC SECTIONS II			
		SCHEDULES I			
		SCHEDULES II			
		DETAILS I			
		DETAILS II			
PLUMBING	8	PLUMBING LEGEND SYMBOLS AND ABBREVIATIONS			
		ADMIN BLDG PLUMBING PLAN - BELOW SLAB			
		ADMIN BLDG PLUMBING FLOOR PLAN			
		SOLIDS HANDLING BLDG - BELOW SLAB PLAN			
		SOLIDS HANDLING 1ST AND 2ND FLOOR PLANS			
		PLUMBING ENLARGED PLANS			
		PLUMBING DETAILS			
		PLUMBING PIPE DIAGRAMS			
FIRE	2	FIRE PROTECTION - LEGEND, SYMBOLS AND ABBREVIATIONS			
		ADMIN BUILDING FIRE SPRINKLER PERFORMANCE DRAWING			
AUTOMATION/INSTRUMENTATION/TELECOMMUNICATION	23	INSTRUMENTATION LEGEND I			
		INSTRUMENTATION LEGEND II			
		CONTROL SYSTEM ARCHITECTURE - SCADA I			
		CONTROL SYSTEM ARCHITECTURE - SCADA II			
		INSTRUMENT MOUNTING DETAILS I			
		INSTRUMENT MOUNTING DETAILS II			
		INSTRUMENT MOUNTING DETAILS III			
		PANEL LAYOUTS I			
		PANEL LAYOUTS II			
		COMMUNICATION CABINET			
		SLUDGE HANDLING - THICKENING SYSTEM P&ID I			
		SLUDGE HANDLING - THICKENING SYSTEM P&ID II			
		SLUDGE HANDLING - DEWATERING SYSTEM P&ID I			
		SLUDGE HANDLING - DEWATERING SYSTEM P&ID II			
		SLUDGE HANDLING - POLYMER SYSTEM P&ID			
		SLUDGE HANDLING - WAS TANKS P&ID			
		SLUDGE HANDLING - BUILDING SYSTEM P&ID			
		UV DISINFECTION SYSTEM P&ID I			
		UV DISINFECTION SYSTEM P&ID II			

Exhibit A.5 - List of Anticipated Design Drawings and Delivery Schedule

		EMERGENCY GENERATOR P&ID			
		BIOREACTOR P&ID			
		GRIT REMOVAL TANK NO. 2 P&ID			
		MISCELLANEOUS I/O P&ID			
AUTOMATION/INSTRUMENTATION/TELECOMMUNICATION	50	ELECTRICAL SYMBOLS AND ABBREVIATIONS			
		ELECTRICAL SYMBOLS AND ABBREVIATIONS			
		ELECTRICAL NOTES			
		AREA CLASSIFICATION SHEET 1			
		AREA CLASSIFICATION SHEET 2			
		ELECTRICAL OVERALL SITE PLAN			
		ELECTRICAL SITE PLAN I			
		ELECTRICAL SITE PLAN II			
		ENLARGED ELECTRICAL SITE PLAN			
		ELECTRICAL DUCTBANK SECTIONS			
		OVERALL, ONE LINE DIAGRAM EXISTING			
		OVERALL, ONE LINE DIAGRAMS MODIFICATIONS			
		SOLIDS HANDLING BUILDING FIRST FLOOR POWER PLAN			
		SOLIDS HANDLING BUILDING SECOND FLOOR POWER PLAN			
		SOLIDS HANDLING BUILDING MCC ROOM PLAN & SECTIONS			
		SOLIDS HANDLING BUILDING FIRST FLOOR LIGHTING PLAN			
		SOLIDS HANDLING BUILDING SECOND FLOOR LIGHTING PLAN			
		SOLIDS HANDLING BUILDING FIRST FLOOR I&C PLAN			
		SOLIDS HANDLING BUILDING SECOND FLOOR I&C PLAN			
		SOLIDS HANDLING BUILDING FIRST FLOOR FIRE ALARM PLAN			
		SOLIDS HANDLING BUILDING SECOND FLOOR FIRE ALARM PLAN			
		SOLIDS HANDLING BUILDING ONE-LINE DIAGRAM			
		SOLIDS HANDLING BUILDING PANEL SCHEDULES			
		SOLIDS HANDLING BUILDING FIRE ALARM SYSTEM RISER DIAGRAM			
		SOLIDS HANDLING BUILDING PLC RISER DIAGRAM			
		ADMINISTRATION BUILDING FIRST FLOOR POWER PLAN			
		ADMINISTRATION BUILDING FIRST FLOOR LIGHTING PLAN			
		ADMINISTRATION BUILDING FIRST FLOOR FIRE ALARM			
		ADMINISTRATION BUILDING ONE-LINE DIAGRAM AND PANEL SCHEDULE			
		ADMINISTRATION BUILDING FIRE ALARM RISER DIAGRAM			
		UV POWER PLAN			
		UV I&C and LIGHTING PLAN			
		UV SINGLE LINE AND PANEL SCHEDULE			
		UV PLC RISER DIAGRAM			
		EMERGENCY GENERATOR POWER PLAN			
		EMERGENCY GENERATOR AREA LIGHTING PLAN			
		EMERGENCY GENERATOR CONNECTION PLAN			
		GRIT TANK POWER PLAN			
		DEMO/MODIFICATION OF EXISTING ADMINISTRATION BUILDING			
		DEMO/MODIFICATION OF EXISTING ADMINISTRATION BUILDING			
		EXISTING SOLIDS HANDLING FACILITY MODIFICATIONS FOR MAINTENANCE SPACE			
		TRUCK STORAGE POWER PLAN			
		TRUCK STORAGE LIGHTING PLAN			
		CONDUIT AND CABLE SCHEDULE			
		CONDUIT AND CABLE SCHEDULE			
		ELECTRICAL SCHEMATICS 1			
		ELECTRICAL SCHEMATICS 2			
		LIGHT FIXTURE SCHEDULE			
		ELECTRICAL DETAILS I			
		ELECTRICAL DETAILS II			
		DRAWINGS FOR WWTF UPGRADE	97	201	219

Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 08/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	INSURER A:	Commerce & Industry Ins Co	19410
	INSURER B:	Underwriters At Lloyds London	15792
	INSURER C:	Liberty Insurance Corporation	42404
	INSURER D:	Liberty Mutual Fire Ins Co	23035
	INSURER E:	LM Insurance Corporation	33600
	INSURER F:	ACE Property & Casualty Insurance Co.	20699

COVERAGES **CERTIFICATE NUMBER:** 570101158065 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			TB7611B8T8Z6043	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $500,000 $10,000 $2,000,000 $4,000,000 $4,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-063	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
F	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			XEUG28194687007	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
E E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WA561DB8T8Z6013 AOS WC5611B8T8Z6023 WI	01/01/2023 01/01/2023	01/01/2024 01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Architects & Engineers Professional			PSDEF2300033 Professional/Claims Made	01/01/2023	01/01/2024	Each Claim Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name: City of Geneva, Illinois WWTP Improvements Project.

CERTIFICATE HOLDER

CDM Smith Inc.
75 State Street, Suite 701
Boston MA 02109 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570101158065

AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER: See Certificate Number: 570101158065	
CARRIER: See Certificate Number: 570101158065 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WA761DB8T8Z6033 MA & PR	01/01/2023	01/01/2024		

AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER	
See Certificate Numbe 570101158065	
CARRIER / NAIC CODE	EFFECTIVE DATE
See Certificate Numbe 570101158065	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liab Policy PSDEF2300033

Beazley (Syndicates 2623/0623) - 25%
BRIT (Syndicate 2987) - 25%
Munitus (Syndicate 4242) - 12.5%
Re/Rn (Syndicate 1458) - 10%
Castelmga (Syndicate 2525) - 5%
Convex (Syndicate 1984) - 7.50%
Berkshire - 15%

RESOLUTION NO. 2025-39

RESOLUTION AUTHORIZING EXECUTION OF
Amendment to Engineering Services Agreement for Design of
Phase II Improvements at Wastewater Plant

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, an amendment to the engineering service agreement (Exhibit A) with CDM Smith, related to the design of Phase II Improvements at Wastewater Treatment Plant.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2025

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

April 16, 2025

Mr. Richard Babica, Director of Public Works
City of Geneva
1800 South Street
Geneva, IL 60134

Subject: Geneva WWTF Upgrade Phase 2 – Design Engineering Services Amendment No. 1

Dear Rich:

CDM Smith is pleased to submit the following amendment for additional (out of scope) engineering services for the WWTF Upgrade Phase 2 project. The original agreement, dated September 5, 2023, established a not-to-exceed contract value of $1,899,719.

In our original proposal, CDM Smith estimated the development of 219 drawing sheets. As a result of scope expansion, the number of sheets required grew to 278 in the recent 90% design package, an increase of 27%. The following items are out-of-scope tasks that CDM Smith was requested to incorporate into project. We are requesting an amendment to cover these items.

Item No. 1: City of Geneva Special Use Permit

The WWTF site is zoned Rural (Single-Family) Residential Zone and the existing/proposed use is listed as a Special Use. The City Planning Department confirmed that a Special Use Zoning Permit is required for this project. This application process includes property owner notification, stormwater management permit application, and Site Plan Packet. The estimated cost of this additional permitting work is $15,000.

Item No. 2: Primary Clarifier Scum Pump Station

The City-requested design configuration of the new WAS Tanks requires that primary clarifier scum be pumped to these tanks, rather than utilize the existing gravity line. A new Primary Clarifier Scum Pump Station will include a precast wet well adjacent to the Primary Clarifiers, submersible pumps, and related electrical and controls. The estimated cost of this additional design work is $30,000.

Item No. 3: Grit Washer Room Modifications

The WWTF Upgrade includes a new grit classifier in the same location as the existing unit. The City has requested that the existing double door be replacement with a roll-up overhead door. As this is the only exit point within this room, a man door is required to meet building code egress requirements. A new man door is proposed in the area of the existing sink, which will be demolished. The new door is within a load bearing shear wall, therefore the 100% design phase will include lintel design and further structural analysis. The estimated cost of this additional work is $15,000.

Item No. 4: Administration & Maintenance Building Combination

The original design intent for the Maintenance Building was a pre-engineered metal building. Due to the Plant Operations desire for the structure to be connected to the Administration Building and the ultimate layout of the building, a pre-engineered metal building became infeasible. The new

maintenance area of the structure was required to be structural steel due to need for open bays while the administration area was designed with masonry bearing walls. The estimated cost of the additional design work is $80,000.

Item No. 5: Dynamic Analysis of Thickening Centrifuges

The original design called for sludge thickening by belt thickeners or rotary drum thickeners. The City's request to use thickening centrifuges created a significantly larger avoidance band for natural frequency of the building. This required additional iterations of the dynamic vibration analysis model to achieve an acceptable natural frequency. The estimated cost of the additional vibration analysis additional work is $60,000.

No. 6: Sprinklers & Fire Alarm Panel

Sprinklers and fire alarms are not required for buildings of this size according to the Internation Building Code, however local amendments to this code require both for the Administration and Maintenance Building and the Solids Handling Building. The fire protection design will include performance level specifications and drawings to add automatic wet fire sprinklers at the new buildings. Additionally, a performance level specification and drawings for a new fire alarm system will be provided for the new buildings. The estimated cost of the fire protection system additional work is $10,000.

Fee

CDM Smith's additional fee for this out-of-scope work is $215,000 as summarized below, bringing the total value of our design contract to $2,098,606. Based on the latest opinion of probable construction cost of $54.3M, the amended design engineering cost represents only 3.9% of the construction value, well below industry standard.

Item	Description	Cost
1	City of Geneva Special Use Permit	$15,000
2	Primary Clarifier Scum Pump Station	$30,000
3	Grit Washer Room Modifications	$15,000
4	Administration & Maintenance Building Combination	$80,000
5	Dynamic Analysis of Thickening Centrifuges	$60,000
6	Sprinklers & Fire Alarm Panel	$15,000
Subtotal		**$215,000**
Original Contract Value		**$1,899,719**
Amended Contract Total		**$2,114,719**

Schedule

CDM Smith will complete the additional out of scope work within the original contract duration.

Please feel free to contact me at 717-581-8532, lubenowb@cdmsmith.com, with any questions.

Sincerely,

Brian Lubenow, PE, BCEE
Associate
CDM Smith Inc.

cc: Amrou Atassi, PE, BCEE
Bob VanGyseghem, City of Geneva