

**Sauk Valley Community College  
September 23, 2024**

**Action Item 4.7**

**Topic:** Fee Proposal – Professional Services for 2<sup>nd</sup> Floor ITS

**College Health Metric:** # 4 Campus Environment - College facilities and grounds are clean and updated; the campus is safe, secure and welcoming

**Presented By:** Dr. David Hellmich and Richard Groleau

**Presentation:**

The Information Technology Services (ITS) area on the 2nd floor of the College's primary building has become outdated and in need of renovation. Deterioration, especially from water leaks, has caused visible damage, affecting the functionality of office spaces. The proposed renovation aims to not only address these issues but also provide a modernized layout better suited to the evolving needs of faculty and staff, creating a more efficient and welcoming work environment.

Willett Hofmann & Associates, Inc. has submitted proposals for two critical phases of this project:

1. **Professional Services for Abatement** – Total fee not to exceed \$37,250.00.
2. **Professional Services for Renovation** – Total fee not to exceed \$152,100.00.

The total cost of these professional services will be funded through restricted funding bonds. It is important to note that under the Local Government Professional Services Selection Act (50 ILCS 510/4), engineering service contracts are exempt from public notice and selection criteria when a satisfactory relationship with the firm already exists.

**Recommendation:**

The administration recommends the Board of Trustees take the following actions:

1. Approve the proposal from Willett Hofmann & Associates, Inc. for professional services for Abatement Project on the 2nd floor ITS area, with a fee not to exceed \$37,250.00, to be paid from restricted funding bonds.
2. Approve the proposal from Willett Hofmann & Associates, Inc. for professional services for Renovation Project on the 2nd floor ITS area, with a fee not to exceed \$152,100.00, to be paid from restricted funding bonds.



September 12, 2024

Sauk Valley Community College  
173 Illinois Route 2  
Dixon, Illinois 61021

ATTN: Mr. Kent Sorenson  
Vice President of Business Services

Re: Proposal for Professional Services  
SVCC 2024 Abatement Project – 2nd Floor ITS  
WHA 1949D24

Dear Kent:

In response to your request, Willett, Hofmann & Associates, Inc. (WHA) is pleased to submit the following proposal for Professional Services for your review and consideration for the project entitled: Sauk Valley Community College 2024 Abatement Project – 2nd Floor ITS. The scope of services described below is based on our understanding of the services requested.

**SCOPE OF PROFESSIONAL SERVICES:**

Willetts Hofmann & Associates, Inc. proposes to team with Midwest Environmental Consulting Services, Inc. of Yorkville, Illinois as a professional design consultant providing Abatement Design and Air Monitoring Services for this Project. The team of WHA and Midwest Environmental Consulting Services shall provide the following professional services:

1. DESIGN PHASE SERVICES
  - a. Pre-design Site Visits and Coordination Meetings to document existing conditions and confirm project scope with SVCC Staff.
  - b. Preparation of Bid Documents and Contract Documents including Drawings, Details and Specifications.
  - c. Services as outlined on the attached proposal from Midwest Environmental Consulting Services, Inc.
  - d. Preparation of a Professional Opinion of Probable Project Costs.
  - e. Final design review meeting with designated staff.

2. BID PHASE SERVICES
  - a. Preparation of advertisement for bids.
  - b. Dissemination of Bid Documents and maintenance of Project Plan Holders List.
  - c. Respond to Bidder inquiries.
  - d. Issuance of Addenda as necessary.
  - e. Conduct Pre-Bid Meeting and issue minutes to attendees.
  - f. Attend bid opening, review bids received and provide bid award recommendation.
  
3. CONSTRUCTION PHASE SERVICES
  - a. Issue Notice of Award.
  - b. Preparation of Contract Documents and issue Notice to Proceed.
  - c. Conduct Pre-Construction Meeting.
  - d. Review Shop Drawings and Submittals.
  - e. Review Contractor Pay Requests.
  - f. Services as outlined on attached proposal from Midwest Environmental Consulting Services, Inc. including Air Monitoring throughout the duration of construction.
  - g. Preparation of final project punch list.
  - h. Final acceptance / project closeout.

**PROPOSAL FOR PROFESSIONAL SERVICES:**

Willet, Hofmann & Associates, Inc. and Midwest Environmental Consulting Services propose to provide the professional services for this Project as outlined above on a per phase basis as follows:

1. Design Phase Services fee not to exceed Five Thousand and 00/100 Dollars (\$5,000.00).
2. Bid Phase Services fee not to exceed Two Thousand Six Hundred Fifty and 00/100 Dollars (\$2,650.00).
3. Construction Phase Services fee not to exceed One Thousand Six Hundred and 00/100 Dollars (\$1,600.00).
4. Air Quality Testing Services fee not to exceed Twenty Eight Thousand and 00/100 Dollars (\$28,000.00).
5. Total Fee not to exceed Thirty Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$37,250.00).

A copy of the WHA - Midwest Environmental Consulting Services, Inc. Agreement is attached herewith and included in the fee proposals as stated above.

The attached Terms and Conditions dated September 12, 2024 are made a part of this Agreement.

Additional Services requested above and beyond those described above shall be provided and performed as described on the attached Terms and Conditions.

The proposed **scope of services** described above is negotiable, however if the proposed services and attached terms and conditions meet with your approval, please sign both copies of this letter agreement and return one (1) copy to our office.

Accepted by:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date


\_\_\_\_\_  
Printed or Typed

\_\_\_\_\_  
Title

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

By   
\_\_\_\_\_  
Thomas W. Houck, AIA, PE, LEED AP<sup>BD+C</sup>  
Vice-President  
Architect  
Engineer

TWH:kw

Encl.

cc: Mr. Rich Groleau, SVCC w/ encl. (via email)  
file



## TERMS AND CONDITIONS – SAUK VALLEY COMMUNITY COLLEGE

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**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as “WHA”, under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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

**Billing / Payment:** The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client’s acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

**Termination, Suspension or Abandonment:** In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days’ written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

**Indemnification:** WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by WHA’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by the Client’s negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others.

**Certification, Guarantees and Warranties:** WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

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



## TERMS AND CONDITIONS – SAUK VALLEY COMMUNITY COLLEGE

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**Construction Means and Methods:** WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

**Construction Observation:** When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

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

**Project Signs:** Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

**Electronic Files:** The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and WHA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000, or WHA's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Use of Documents:** Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.



GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE APRIL 1, 2024

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$220.00	\$350.00	Regular Rate
Principal Engineering Manager	\$180.00	\$290.00	Regular Rate
Engineering Manager	\$150.00	\$240.00	Regular Rate
Civil Engineer IV	\$140.00	\$220.00	Regular Rate
Civil Engineer III	\$130.00	\$200.00	Regular Rate
Civil Engineering Intern II	\$110.00	\$180.00	Regular Rate
Civil Engineering Intern I	\$90.00	\$150.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$90.00	\$220.00	Regular Rate
Engineering Intern	\$60.00	\$100.00	Regular Rate
Principal Architectural Manager	\$150.00	\$230.00	Regular Rate
Architect Manager	\$150.00	\$230.00	Regular Rate
Architect IV	\$140.00	\$220.00	Regular Rate
Architect III	\$100.00	\$170.00	Regular Rate
Architectural Intern II	\$70.00	\$130.00	Regular Rate
Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$60.00	\$220.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$140.00	\$210.00	Regular Rate
Prof. Land Surveyor Manager	\$130.00	\$200.00	Regular Rate
Prof. Land Surveyor IV	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor III	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$100.00	\$170.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$90.00	\$160.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$90.00	\$190.00	Regular Rate
Survey Technician II	\$70.00	\$120.00	Regular Rate
Survey Technician I	\$60.00	\$100.00	Regular Rate
Technician IV	\$90.00	\$150.00	1.3 x Regular Rate
Technician III	\$80.00	\$140.00	1.3 x Regular Rate
Technician II	\$70.00	\$120.00	1.3 x Regular Rate
Technician I	\$60.00	\$110.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$60.00	\$150.00	1.3 x Regular Rate
Survey Worker Foreman	\$90.00	\$140.00	1.3 x Regular Rate
Survey Worker	\$70.00	\$120.00	1.3 x Regular Rate
SPP Survey Worker	\$60.00	\$100.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$80.00	1.3 x Regular Rate
Administrative Assistant Supervisor	\$60.00	\$100.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$40.00	\$70.00	1.3 x Regular Rate
Human Resource Administrator I	\$60.00	\$100.00	1.3 x Regular Rate
Bookkeeper	\$70.00	\$120.00	1.3 x Regular Rate
Bookkeeper/HR Supervisor	\$80.00	\$140.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.

# Midwest Environmental Consulting Services

Thursday, September 05, 2024

Proposal #2408710

Willett Hofmann Architects  
809 E. 2<sup>nd</sup> Street  
Dixon, IL 61021

Attention: Thomas Houck, Architect

Subject: **Budget Proposal for Asbestos Abatement**  
Project Location: **Sauk Valley CC, Server Room**  
**173 IL-2**  
**Dixon, IL 61021**  
MEC Project #: **24-08-734-PD**

Dear Mr. Hofmann,

Thank you for your continued interest in Midwest Environmental Consulting Services, Inc. (MEC). MEC will complete the following scope of work at the above location. The proposal is as follows:

## Item One – Asbestos Project Design & Contractor Bidding

- MEC will meet with the client representative and any other parties who will be involved in determining the scope of work and any alternatives.
- Quantify the materials to be abated. Client shall provide Certified As-Built project specific drawings.
- Develop project phasing and timelines.
- Develop AutoCAD drawings showing locations and quantities of materials being removed.
- Containment preparation will be laid out and documented on AutoCAD drawings.
- Develop containment scheme, identify locations, and number of negative air machines, decontamination chambers, and required preparation etc.
- Supply cost estimates to the owner's representative based on base bid and any asbestos or lead alternatives.
- The Project Design will be reviewed by an IDPH Licensed Project Designer.
- Contact qualified contractors to prepare a bid.
- Be present at the formal bid walk-through to show the scope of work and answer questions.
- Issue any addenda that needs to be issued prior to the bids being opened.
- Be present at the bid opening.
- Review all bids and recommend the most qualified bidder based on the scope of work and specification requirements.

**Corporate  
Headquarters**  
2551 N. Bridge Street  
Yorkville, Illinois 60560  
P: 630-553-3989

**Chicago Office**  
954 W. Washington Blvd.  
Suite 425  
Chicago, Illinois 60607  
P: 312-535-3228

**Peoria Office**  
3100 N. Knoxville Ave.  
Suite 204  
Peoria, Illinois 61603  
P: 309-621-4680





**Item Two— Project Cost**

Project Design & Contractor Bidding:	\$ 3,500.00
Project Management and Air Quality Testing:	\$ 21,000.00 – \$ 28,000.00
Total Project Cost:	\$ 21,000.00 – \$ 28,000.00

**Payment Method**

Midwest Environmental Consulting Services, Inc.'s preferred method to receive payment is via our QuickBooks Payment platform. You are able to pay with ACH or with credit card using this platform. Our invoices will include a link that will allow you to access this platform and process your payment in a safe and secure manner. Once your signed proposal is received, a simple start up packet will be forwarded to you.

If you have any additional questions, please feel free to contact me at 630-553-3989.

Best Regards,  
Midwest Environmental Consulting Services, Inc.

Blake G. Mellecker  
President

By executing below, Client accepts and agrees to the proposal and attached Professional Services Agreement.

\_\_\_\_\_  
Name of Organization (Client)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Person & Title

\_\_\_\_\_  
P.O. Number

\_\_\_\_\_  
Printed Name and Title

#2408710  
Proposal Number

Terms: 30 days



## PROFESSIONAL SERVICES AGREEMENT

In consideration of the mutual covenants and agreements set forth in this Professional Services Agreement (Agreement), Midwest Environmental Consulting Services, Inc. (MEC), and Client agree as follows:

1. SERVICES. MEC agrees to perform the professional engineering, consulting, training and other services described in Proposal No: 2408710 dated 9/5/2024 (the Proposal), and all modifications and amendments thereto, including any special qualifications, conditions, and/or limitations, are incorporated into this Agreement by reference and are subject to the terms of this Agreement. This Agreement and the Proposal may be modified only in writing signed by MEC and the Client.
2. FEES FOR SERVICES. Client shall pay MEC the full amount of the cost quoted for services in the Proposal. Any price designated in the Proposal as an estimate cost shall not constitute a quotation of a single price but shall be for estimated or budgeting purposes only. In the event that the Proposal quotes a price on a time and material basis rather than on a single lump sum price basis, Client shall pay MEC for services in accordance with the provisions of the Standard Rate Schedule attached to the Proposal and made part of this Agreement.

Payment is due within thirty (30) days of invoice submittal by MEC to Client. MEC will submit invoices to Client upon completion of services, or upon completion of individual phases of the project services of the Proposal as set forth therein. A late service charge of 12% per month, or the highest rate allowed by applicable law, whichever is lower, will be added to all amounts outstanding more than thirty (30) days after invoice. Client agrees to pay all applicable taxes.

3. PROFESSIONAL STANDARDS AND WARRANTY. MEC will exercise reasonable skill and judgment and will perform its services under this Agreement in accordance with generally prevailing professional standards existing in the locale and at the time where and when the services were performed. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.
4. CONFIDENTIALITY. MEC and Client shall retain as confidential all information and data provided to it by the other party to this Agreement which: (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, and similar information; or (ii) are designated in writing as confidential at the time of provision to the other party. Confidential information shall not be disclosed to any third party, unless required by law or authorized in writing by the Parties.

Provided, however, that nothing herein shall be interpreted as preventing either party from disclosing and/or using such confidential information or data: (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired by the transmitting party; or (iii) when the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same good faith and who is not under any obligation to the transmitting party with respect thereto; or (iv) where a written release is obtained by the receiving party from the transmitting party.

5. RECOGNITION OF RISK. Client recognizes and acknowledges, and MEC's performance under this Agreement is subjected to, the following risks: (i) it is not possible with a limited sampling program absolutely to prove the absence of hazardous or solid waste materials at the site where the work described in the Proposal will be performed; (ii) investigations by MEC at the site may disclose the presence of hazardous or solid waste materials or other contaminants, and the sole responsibility for reporting the presence of such materials to appropriate federal, state, and local regulatory authorities shall remain the Client's (iii) environmental, geological, geotechnical, groundwater and other characteristics at the site can change over time, and data regarding such characteristics can vary from time to time, and from place to place at the site; (iv) commonly used exploration and investigation methods, including drilling, boring, and the excavation of trenches, involve an inherent risk of contamination of previously uncontaminated soils or water by contaminants already on the site; (v) certain governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g. the construction of entirely impermeable liners). It may not be possible to achieve an absolute cleanup of the site including absolute elimination of contaminants; (vi) the state of the art with respect to investigation of subsurface conditions, environmental cleanup techniques, the long-term effect of chemicals and treatment methods on soils, the availability and performance of manufacturing equipment, and the availability and suitability of lubricating and other fluids is changing, and any improvement in the state of the art with respect to those subjects or others shall not be deemed to be evidence that MEC has failed to perform its services under this Agreement in accordance with generally prevailing professional standards; and (vii) government regulations with respect to environmental contamination, cleanup, education and/or training may change over time.
6. CLIENT OBLIGATIONS. Client shall furnish or make available to MEC such documents and information regarding conditions at the site where the services described in the Proposal are to be performed by MEC as MEC may require, including without limitation, all information available to Client with respect to any hazardous or solid wastes, substances, contaminants, pollutants, underground obstruction, utilities, underground piping, site history, utility lines and manufacturing specifications, requirements, and processes. MEC is entitled to rely upon information supplied by the Client, or Client's engineers or consultants, without independent verification by MEC.



Client shall provide for MEC's right to enter the project site and/or adjacent properties as necessary for MEC to complete its responsibilities under this Agreement. Client shall procure all necessary entry permits and shall hold harmless and indemnify Midwest for claims of trespass or property damage required in providing the services described in this Proposal, except where MEC is negligent or has violated the Client's specific written instructions. Client shall be responsible for repairs to all roadways, paved areas, and right-of-way resulting from MEC's performance of services under this Agreement.

Client shall provide access and workspace at the site for MEC and any subcontractor performing services under this Agreement.

Client shall ensure the timely cooperation of Client's employees as reasonably requested by MEC in the performance of services under this Agreement.

7. **DOCUMENTS AND USE OF INFORMATION.** All documents furnished by the Client to MEC shall, at the Client's written request, be returned to Client upon completion of the services of this Agreement, provided that MEC may retain one copy of all such documents for its files. Final reports, including drawings, plans and specifications prepared by MEC for the Client shall be the sole property of the Client upon full payment by Client due under this Agreement. MEC shall retain possession and ownership of all calculations, internal memoranda, and other work papers relief upon by MEC to prepare such final reports, and MEC may retain copies of such final reports.

Client may use any final reports of findings, plan designs, engineering work, and any educational training materials, as Client wishes; however, Client shall indemnify and hold harmless MEC from and against any and all claims, damages, losses and expenses arising out of the use by Client of such reports and materials other than in connections with completion by MEC of the work described in the proposal. MEC shall be entitled to use any information, technology, procedures, processes or methods learned or developed by MEC from its provisions of services under this Agreement. MEC shall retain all the rights entitled to all patentable and unpatentable inventions, including confidential know-how, developed by MEC for provision of services under this Agreement. MEC grants to Client a royalty-free, non-exclusive, non-assignable license as to such inventions and know-how to use in the same facility and/or location described in the Proposal. MEC may use Client's name and a general description of work performed by MEC for Client in MEC's promotional materials and for other purposes.

8. **PROJECT DELAY.** MEC is not responsible for any delay caused by acts of God, acts of third parties, weather conditions not reasonable foreseeable, intervention of public authorities, inability without the fault of MEC to obtain permits necessary to perform services under this Agreement, work stoppages, changes in applicable federal, state or local regulations after the date of this Agreement, failure of Client to provide access to information requested by MEC to perform its services under this Agreement, or any other condition or event which is beyond the reasonable control of MEC. In the event of any such delay, MEC shall be entitled to a reasonable additional time to perform the services described in the Proposal. MEC shall be entitled to be compensated for its additional time to perform the services described in the Proposal. MEC shall be entitled to be compensated for its additional fees and cost caused by such delay. If MEC is unable to begin performing the services described in the Proposal, through no fault of its own, within 14 days of the anticipated commencement date, then MEC shall have the option at its sole discretion to: (i) extend the commencement date and completion date by a length of time equal to the delay; or (ii) extend the commencement and completion dates mutually acceptable to MEC and Client; or (iii) amend the time required for performance and/or the amount due under this Agreement through changes to this Agreement mutually agreed to by MEC and Client; or (iv) terminate this Agreement. If MEC fails through its fault to commence performing the services described in the Proposal within 14 days of the anticipated commencement date, then Client shall have the option to: (i) extend the commencement and completion dates to dates mutually acceptable to MEC and Client; or (ii) terminate this Agreement.
9. **PROJECT CHANGES.** Client may at any time prior to the completion of the services under this Agreement request modification in such services by written order. Such changes shall not become a part of this Agreement unless agreed to in writing by MEC. Client shall be responsible for any additional fees or costs of MEC resulting from such changes. If such changes cause an increase in the time for performance or services under this Agreement, an oral order for changes from Client to MEC (including directions or instructions given in person or telephone) shall constitute a valid change order under this Agreement, provided that MEC gives Client written notice within ten (10) days of such oral stating that MEC regards the oral order as a change order and the MEC agrees to the change.
10. **INSURANCE.** Upon request, MEC shall furnish copies of insurance certificates showing that Midwest maintains the following insurance coverages:

Worker's Compensation.....	Statutory
Employer's Liability.....	\$100,000 each occurrence, \$500,000 aggregate
General Liability .....	\$1,000,000 each occurrence
Automotive Liability .....	\$1,000,000 each occurrence
Professional Liability.....	\$1,000,000
Umbrella Liability.....	\$1,000,000

11. **LIABILITY FOR WASTE MATERIALS.** MEC is not, and has no authority to act as, a generator, treator, storer, transporter, disposer, or owner or operator of any hazardous substances or wastes, pollutants, contaminants, or manufacturing operations or processes located, found, or identified at the site of the services described in the Proposal. Any hazardous or solid waste identified, discovered or encountered by MEC at the site shall remain the responsibility of the Client, and shall at no time become property of MEC. Any arrangements for the treatment, storage, transport, or disposal of any hazardous or solid waste, which may be made by MEC, shall be at the specific direction of the Client and shall be made solely on the Client's behalf and



for the Client's benefit. Client shall indemnify and hold harmless MEC from any and all claims, damages, suits, losses and expense (including attorney's fees and other costs for defense) in any way arising from such arrangements.

12. **INDEMNIFICATION.** MEC agrees to indemnify and hold harmless Client, its directors, officers, employees and agents, and against any and all claims, demands, causes of action, liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission or willful misconduct of MEC, its employees, or agents in the performance of services under this Agreement; provided, however, MEC will not be obligated to indemnify Client against liability arising as a result of Client's or its directors', officers', employees', agent's or contractors' or subcontractors' negligence or intentional misconduct.

Client agrees to indemnify and hold harmless MEC, its directors, officers, stockholders, employees, agents and subcontractors from and against any and all claims, demands, causes of action (including third party claims, demands, or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) which arise out of or results from: (i) any release or threatened release of hazardous or solid wastes, substances, pollutants, contaminants or gas, liquid or solid materials or any failure to detect or evaluate the existence or release of such materials; (ii) any holding or claim that MEC or any of its subcontractors is a "generator" or "transport" of hazardous wastes or an "operator" of the site, as such terms are used or defined under state or federal law; or (iii) any negligent act or intentional act or omission of Client, its employees' agents, other consultants or contractors or any third party or entity, or any willful or wanton misconduct of such persons.

13. **LIMITATION OF LIABILITY.** Except for (i) claims covered under policies of insurance and policy limits stated in the Agreement; and (ii) circumstances caused by the willful misconduct of MEC, any and all liability for claims or damages by Client against MEC, whether based upon contract, tort, strict liability, breach of warranty, professional negligence, or otherwise, shall be limited to the lesser of (i) Client's cost to repair damage caused by the acts or omissions of MEC; or (ii) \$100,000.00, whichever is less.

In no event shall MEC be responsible for any special, indirect, incidental, or consequential damages (including loss of profit) incurred by Client as a results of MEC's performance or non-performance of services under this Agreement. All claims in connection with services performed under this Agreement shall be deemed waived unless made in writing and received.

14. **STORAGE AND SAMPLES.** Samples may, at MEC's sole discretion, be (i) discarded by MEC thirty (30) days after submission of a report regarding such samples; or (ii) be returned to Client for final disposition by Client; or (iii) be disposed of by MEC at Client's direction in accordance with all applicable laws and regulations. All disposal of samples shall be at Client's cost. MEC may make reasonable storage charges for samples and other materials held by MEC at Client's direction in excess of thirty (30) days.

15. **TERMINATION.** In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement upon fourteen (14) days written notice to the defaulting party.

This Agreement may be terminated without default if MEC in its sole discretion determines that continuation of work would create an unnecessary or unreasonable safety or health risk to its employees or others, or that subsurface conditions, contamination, or other conditions differ significantly from conditions, events, or contaminants which were reasonably foreseeable as of the date of this Agreement. In the event of such termination neither party shall have any further liability to the other party with respect to this Agreement except with respect to fees and costs owed by the Client to MEC.

Client shall have the right to suspend work under this Agreement by written notice to MEC. In the event of such suspension, MEC shall have the right at any time during such suspension to terminate this Agreement by giving written notice of termination to Client.

In the event of termination for any reason, MEC shall be entitled to payment for all costs and service performed up to and including the date of termination. Notwithstanding any other provision of this Agreement or any provision or quote in the Proposal, in the event that this Agreement calls for payment on a single price basis, payment to MEC upon termination shall be based instead upon MEC's Standard Rate Schedule in effect at the time of such termination.

16. **SUBPOENAS.** The Client shall pay, after notification by MEC, all time charges and expenses resulting from MEC's required response to subpoenas issued by any person or entity in connection with MEC's provisions of services under this Agreement, charges to be based upon MEC's Standard Rate Schedule in effect at the time the subpoena is served.
17. **INDEPENDENT CONTRACTORS.** MEC shall be considered to be an independent contractor and not an employee, agent, representative or joint venturer of Client. MEC shall determine the time, manner, means and method of providing services under this Agreement and shall furnish all labor, tools and equipment necessary to perform such services; provided, however, that MEC shall not be responsible for the negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by Client or Client's specifications. MEC shall solely be responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
18. **CLIENT REPRESENTATIVE.** Client shall designate in writing a person to act as Client's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority on behalf of Client to transmit instructions, receive information, and interpret and define Client's policies and decisions to and from MEC with respect to this Agreement.



19. SAFETY. MEC will perform work only under safe conditions. Client will be responsible for all costs incurred by MEC for safety or security measures required by hazardous job conditions. MEC has the right to terminate this Agreement if, in its sole discretion, such termination is necessary for safety or health reasons.
20. ASSIGNMENT AND SUBLETTING. This Agreement is binding on heirs, successors, and assigns of the parties. This Agreement may not be assigned by Client to any third party without express written consent of MEC. MEC shall have the right to transfer, assign, or sublet, all or any portion of its rights obligations hereunder upon thirty (30) days written notice to the Client.
21. NOTICE OF LIEN RIGHTS. As required by law, MEC hereby notifies Client that persons, companies, or consultants furnishing labor, materials, or professional services involving construction on Client's land may have lien rights on the Client's land and buildings if not paid. Those entitled to lien rights in addition to MEC are those who contract directly with the Client or those who give the Client notice within sixty (60) days after they furnish labor materials or professional services for the construction. Accordingly, Client may receive notices from those who furnish labor material or professional services for the construction, and should give a copy of each notice received to its mortgage lender, if any. MEC agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien claimants who separately contract with MEC are duly paid.
22. PRECEDENCE. The terms and conditions of this Agreement shall take precedence over any inconsistent or contradictory provision contained in any Client-issued purchase order, requisition, notice to proceed, or similar document regarding MEC's services. The terms and conditions of the Proposal shall take precedence over any inconsistent or contradictory provisions of the Agreement and any client-issued document.
23. ENTIRE AGREEMENT. The terms and conditions set forth herein constitute the entire Agreement of the parties relating to provision of services by MEC to Client. All previous proposals (except that Proposal identified in the paragraph above entitled "Service"), offers and other communication relative to the provision by services of MEC, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein.
24. SEVERABILITY. If any of the terms and conditions of the Agreement shall be finally determined to be invalid or unenforceable, in whole or part, the remaining provisions of the Agreement shall remain in full force and effect and binding upon the parties.
25. SURVIVAL. All obligations arising prior to the termination of this Agreement, and all provisions of this Agreement allocating responsibilities or liability between Client and MEC, shall survive the completion of services under this Agreement and the termination of this Agreement.
26. GOVERNING LAW. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, with jurisdiction in the 16<sup>th</sup> Judicial Circuit, Kendall County, Illinois.
27. COSTS AND FEES. In the event that it becomes necessary to enforce any of the obligations or terms of this Agreement or in any litigation, negotiation or transaction, in which one party shall, without fault of the other party, become involved through or on account of this Agreement, then the non-prevailing party shall pay, upon demand, the prevailing party's costs, charges and expenses, including reasonable attorney's fees, court costs and expenses, as well as reasonable fees of any agents or others retained by the prevailing party.
28. EFFECTIVE DATE. This Agreement shall take effect upon acceptance and execution of the proposal by both parties.



September 12, 2024

Sauk Valley Community College  
173 Illinois Route 2  
Dixon, Illinois 61021

ATTN: Mr. Kent Sorenson  
Vice President of Business Services

Re: Proposal for Professional Services  
SVCC 2025 Renovation Project – 2nd Floor ITS  
WHA 1562D24

Dear Kent:

In response to your request, Willett, Hofmann & Associates, Inc. (WHA) is pleased to submit the following proposal for Professional Services for your review and consideration for the project entitled: Sauk Valley Community College 2025 Renovation Project – 2nd Floor ITS. The scope of services described below is based on our understanding of the services requested.

**SCOPE OF PROFESSIONAL SERVICES:**

Willettt, Hofmann & Associates, Inc. proposes to team with Valdes Engineering (Valdes) of Lombard, Illinois as a professional engineering sub-consultant providing Mechanical, Plumbing, Electrical, Technology and Fire Protection Engineering Services for this Project. The team of WHA and Valdes shall provide the following professional services:

1. PRELIMINARY DESIGN PHASE SERVICES
  - a. Pre-design Site Visits to document existing conditions.
  - b. Development of design options and design review meetings with designated SVCC Staff.
  - c. Preparation of Professional Opinion of Probable Project Costs.
  
2. FINAL DESIGN PHASE SERVICES
  - a. Preparation of Bid Documents and Contract Documents including Drawings, Details and Specifications.
  - b. Services as outlined on the attached proposal from Valdes Engineering.
  - c. Final design review meeting with designated staff.

3. BID PHASE SERVICES

- a. Preparation of advertisement for bids.
- b. Dissemination of Bid Documents and maintenance of Project Plan Holders List.
- c. Respond to Bidder inquires.
- d. Issuance of Addenda, as necessary.
- e. Conduct Pre-Bid Meeting.
- f. Services as outlined on attached proposal from Valdes Engineering.
- g. Attend bid opening, review bids received and provide bid award recommendation.

4. CONSTRUCTION PHASE SERVICES

- a. Issue Notice of Award.
- b. Preparation of Contract Documents and issue Notice to Proceed.
- c. Conduct Pre-Construction Meeting.
- d. Review Shop Drawings and Submittals.
- e. Review Contractor Pay Requests.
- f. Perform Construction Observation visits throughout duration of the project to observe construction is in compliance with design intent.
- g. Services as outlined on attached proposal from Valdes Engineering.
- h. Preparation of final project punch list.
- i. Final acceptance / project closeout.

**PROPOSAL FOR PROFESSIONAL SERVICES:**

Willett, Hofmann & Associates, Inc. and Valdes Engineering. propose to provide the professional services for this Project as outlined above on a per phase basis as follows:

1. Preliminary Design Phase Services fee not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00).
2. Final Design Phase Services fee not to exceed Eighty-Eight Thousand Seven Hundred Seventy-Five and 00/100 Dollars (\$88,775.00).
3. Bid Phase Services fee not to exceed Eight Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$8,825.00).
4. Construction Phase Services fee not to exceed Thirty-Nine Thousand Five Hundred and 00/100 Dollars (\$39,500.00).
5. Total Fee not to exceed One Hundred Fifty-Two Thousand One Hundred and 00/100 Dollars (\$152,100.00).

A copy of the WHA - Valdes Agreement is attached herewith and included in the fee proposals as stated above.

The attached Terms and Conditions dated September 12, 2024 are made a part of this Agreement.

Additional Services requested above and beyond those described above shall be provided and performed as described on the attached Terms and Conditions.

The proposed **scope of services** described above is negotiable, however if the proposed services and attached terms and conditions meet with your approval, please sign both copies of this letter agreement and return one (1) copy to our office.

Accepted by:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

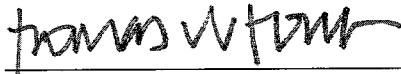
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Title

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

By   
\_\_\_\_\_  
Thomas W. Houck, AIA, PE, LEED AP<sup>BD+C</sup>  
Vice-President  
Architect  
Engineer

TWH:kw

Encl.

cc: Mr. Rich Groleau, SVCC w/ encl.  
file





## TERMS AND CONDITIONS – SAUK VALLEY COMMUNITY COLLEGE

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**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as “WHA”, under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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

**Billing / Payment:** The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client’s acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

**Termination, Suspension or Abandonment:** In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days’ written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

**Indemnification:** WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by WHA’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by the Client’s negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others.

**Certification, Guarantees and Warranties:** WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

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



## TERMS AND CONDITIONS – SAUK VALLEY COMMUNITY COLLEGE

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**Construction Means and Methods:** WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

**Construction Observation:** When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

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

**Project Signs:** Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

**Electronic Files:** The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and WHA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000, or WHA's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Use of Documents:** Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.



**GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE APRIL 1, 2024**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$220.00	\$350.00	Regular Rate
Principal Engineering Manager	\$180.00	\$290.00	Regular Rate
Engineering Manager	\$150.00	\$240.00	Regular Rate
Civil Engineer IV	\$140.00	\$220.00	Regular Rate
Civil Engineer III	\$130.00	\$200.00	Regular Rate
Civil Engineering Intern II	\$110.00	\$180.00	Regular Rate
Civil Engineering Intern I	\$90.00	\$150.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$90.00	\$220.00	Regular Rate
Engineering Intern	\$60.00	\$100.00	Regular Rate
Principal Architectural Manager	\$150.00	\$230.00	Regular Rate
Architect Manager	\$150.00	\$230.00	Regular Rate
Architect IV	\$140.00	\$220.00	Regular Rate
Architect III	\$100.00	\$170.00	Regular Rate
Architectural Intern II	\$70.00	\$130.00	Regular Rate
Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$60.00	\$220.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$140.00	\$210.00	Regular Rate
Prof. Land Surveyor Manager	\$130.00	\$200.00	Regular Rate
Prof. Land Surveyor IV	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor III	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$100.00	\$170.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$90.00	\$160.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$90.00	\$190.00	Regular Rate
Survey Technician II	\$70.00	\$120.00	Regular Rate
Survey Technician I	\$60.00	\$100.00	Regular Rate
Technician IV	\$90.00	\$150.00	1.3 x Regular Rate
Technician III	\$80.00	\$140.00	1.3 x Regular Rate
Technician II	\$70.00	\$120.00	1.3 x Regular Rate
Technician I	\$60.00	\$110.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$60.00	\$150.00	1.3 x Regular Rate
Survey Worker Foreman	\$90.00	\$140.00	1.3 x Regular Rate
Survey Worker	\$70.00	\$120.00	1.3 x Regular Rate
SPP Survey Worker	\$60.00	\$100.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$80.00	1.3 x Regular Rate
Administrative Assistant Supervisor	\$60.00	\$100.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$40.00	\$70.00	1.3 x Regular Rate
Human Resource Administrator I	\$60.00	\$100.00	1.3 x Regular Rate
Bookkeeper	\$70.00	\$120.00	1.3 x Regular Rate
Bookkeeper/HR Supervisor	\$80.00	\$140.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.

September 10, 2024

Thomas Houck  
Vice President  
Architectural Department Manager  
Willett Hofmann & Associates, Inc.  
809 East 2<sup>nd</sup> Street  
Dixon, Illinois 61021

**Re: Mechanical & Electrical Engineering Services for Second Floor Renovation for School of Nursing and IT Department project**

Dear Thomas:

Valdes Architecture & Engineering (Valdes AE) is excited to provide our proposal to Willett Hofmann for mechanical (HVAC/plumbing/fire protection) and electrical engineering services for the project.

**PROJECT DESCRIPTION**

Willett Hofmann is in the process of producing bidding documents for a renovation of existing space for the School of Nursing and IT Department at Sauk Valley Community College. Valdes AE has been asked to provide a proposal for mechanical (HVAC & Plumbing) and electrical engineering design services to support the project.

**VALDES AE SCOPE OF WORK**

**Mechanical Engineering**

1. Receive/review existing owner drawings and AutoCAD backgrounds furnished by Willett Hofmann & Associates, Inc. including equipment general arrangement, overall building floor plans and sections. All production of new HVAC work will be performed using Revit with demolition work shown in AutoCAD.
2. Mechanical/Plumbing design services for existing building renovations including:
  - a. Site Survey to investigate existing mechanical and plumbing systems. Issuance of detailed report with site pictures and drawing mark-ups.
  - b. Demolition drawings showing extent of demolition.
  - c. Load calculations/ventilation/ComCheck calculations per code requirements, owner and ASHRAE recommendations based on renovation design criteria. This is required for renovation work as existing systems may require upgrade per code requirements.
  - d. Sizing for new/replacement mechanical and plumbing equipment and systems that may be required.
  - e. Layout of new HVAC distribution systems and/or alterations to existing.
  - f. Layout of new plumbing D/W/V and distribution systems including alterations to existing.
  - g. Furnish equipment cut sheets for plumbing fixtures, plumbing hardware to verify compliance with SVCC specifications.
  - h. Development of control sequence of operations.
  - i. Mechanical and plumbing services routing coordination with structural and architecture drawings and existing obstructions.

3. Correspondence/communication with, equipment providers, other design team members, etc. during the design process.
4. Provide edited Masterspec, CSI specifications for mechanical and plumbing systems. Specification templates furnished by Willett Hofmann & Associates, Inc. based on SVCC standard specifications.
5. Deliverables to include 50% IFR Set, 90% IFA Set and 100% IFC Set which shall be used for permit.

### **Electrical Engineering**

Valdes AE will provide the design of new power, lighting, and low voltage systems. The main power feeder serving the 2<sup>nd</sup> floor space serves a 480V panelboard recessed in the existing storage space. The feeder will be reused to serve a new 480V panelboard, 480-208/120V transformer, and 208/120V branch panelboard. Loads for the new space shall be calculated and evaluated to ensure sufficient capacity is available. HVAC equipment shall be fed from the 480V and 208/120V panelboards as required for an efficient distribution system.

#### Power

Receptacle layouts will be coordinated with using agency requirements.

- Typical offices will have receptacle layouts sufficient for multi-monitor workstations and flexibility of furniture layouts.
- IT offices and workstations will have receptacle layouts for multi-screen workstations and additional task receptacles.
- Meeting rooms, classrooms, and multi-purpose rooms will have receptacles located along the wall and in the floor as required by the National Electrical Code.
- Specialty furniture shall be coordinated with the procuring agency for power and data connections.
- The server room shall have specialty receptacles located at the IT racks and along the perimeter as coordinated with the new equipment layout. The server room shall have a raised-floor wire management system to match the existing server room.
- The corridor will have convenience receptacles as well as countertop charging station receptacles in designated areas.

#### Lighting and lighting controls

- Shall be coordinated with using agency and designed to meet energy code and electrical code requirements. The lighting system for the 2nd floor renovation will consist of all new LED lighting. Lighting illumination levels will be designed to meet Illuminating Engineering Society of North America (IESNA) recommendations. Lighting controls will be designed to meet and exceed Illinois Energy Conservation Code (IECC) requirements. Lighting controls will consist of occupancy sensors in ceilings and wall push-button stations. Lighting shall be dimmable and have manual overrides in space served.

#### Data and communication

Data and communication infrastructure shall be coordinated with the using agency for locations and infrastructure requirements.

- Communication infrastructure will include new data devices at office workstations and along areas where designated equipment requires connection to the network.
- The main distribution frame (MDF) layout will be coordinated with the using agency's IT group.
- New fiber pathways shall be routed to the MDF for the main telecommunication service as well as fiber branches to intermediate distribution frame (IDF) locations.

- Category cables will be routed to their various device boxes from the switches within the MDF as required.

#### Security/Fire Alarm

The using agency's preferred vendor shall be specified and referenced to perform security work and fire alarm work improvements.

- Video surveillance and access control will be coordinated with using agency for locations and system requirements.
- The using agency shall provide camera locations and electronic door access control locations to Valdes AE for incorporating into the design.
- The fire alarm system shall be expanded to serve the new program spaces.
- The fire alarm system shall be designed to meet NFPA 72 requirements and the applicable building code requirements.

#### Audio/Visual (AV) communication systems

- Systems shall be provided for the classrooms, meeting rooms, and multipurpose rooms in coordination with the using agency.
- AV systems shall include raceways, backboxes, pull strings, and power for the associated AV equipment.
- AV communication wiring such as coaxial cables, HDMI cables, speaker cables, and others shall be provided by the using agency when the associated AV equipment is procured.
- Locations of intended AV equipment, projectors, projector screens, monitors, and speakers shall be coordinated with the using agency and provided to Valdes AE for incorporating into the design.

All demolition scope required for the 2nd floor renovation will be completed as part of a separate project. The coordination with demolition of power branch circuits, feeders, and communication wiring shall be reviewed with the using agency to maximize efficiency between the demolition scope and the renovation new work.

#### **Construction Administration (for both Mechanical & Electrical)**

1. Review contractor submittals for compliance with bid documents.
2. Receipt and responses to RFI's.
3. Project walk-throughs to observe construction progress for compliance with project documents.
4. Development of punch list report.

#### **ASSUMPTIONS/CLARIFICATIONS**

##### General

1. Three drawing issuances are included (60%, 90%, and Bid/Permit).
2. The design will be energy efficient and compliant with energy codes. However, no LEED checklist or LEED documentation is included.

##### Mechanical

1. Travel is included for one design trip and two visits during construction to SVCC.

2. Mechanical design will be based on information received from the Architect including existing SVCC specifications, equipment information, existing window specifications, existing roof specification, structural drawings and finalized drawing backgrounds.
3. Our team's goal is to eliminate the fin-tube radiation for the office spaces. The mechanical/HVAC design concept will include use of reheat coils and either VAV terminal units or VAV diffusers to grant each office individual climate control. All spaces will be designed for ASHRAE standard 75F @ maximum 55% RH during the summer and 72F @ maximum 50% RH in the winter. There is no minimum relative humidity requirement for these spaces. To accomplish this, 45F Chilled Water will be required at AHU-4.
4. The IT Room will include cooling, humidification and capability for reheat to accomplish dehumidification. This space will also include means for air-side economizer operation. This space will be designed for ASHRAE recommended 68F @ maximum 60% RH during the summer and 65F @ maximum 50% RH/minimum 35% RH in the winter. To accomplish this, 42F Chilled Water will be required at the new Blower Coil Air Handling Unit.
5. The new design will directly affect spaces located on the First Floor that are served by AHU-4. Time is included to analyze and minimally upgrade these systems as required to work with the newly design HVAC systems. The new design will include economizer relief via roof mounted, variable speed exhaust fan controlled via space pressure sensor.

## Electrical

1. Using agency will be relocating their existing server room into basement. Work for temporary server relocation is entirely by the using agency and not included in this proposal.
2. Approximately 15 IDF racks will be refed with fiber from new server room location. Fiber cable is specified by using agency.
3. Approximately four 48-port switches will serve devices from the new server room.
4. Approximately three 5-kVA UPS will be located at each rack, all UPS systems are specified, furnished, and installed by the using agency.
5. Existing servers and racks will be reused and no new IT racks, servers, patch panels, switches, and other telecommunication equipment will be provided by the project.
6. Mass notification system is through existing fire alarm system and does not need to be evaluated or expanded.
7. No emergency police call stations are required as discussed in initial site walkdown.
8. Existing power distribution has sufficient capacity to serve renovated space and new HVAC loads. No main switchboard or service upgrades are required.
9. Using agency has standardized products such as light fixtures that will be sole sourced for use.
10. Server room will use raised-floor system for wire management. Raised floor system will be specified by the architecture team in coordination with the using agency's IT department.
11. Demolition scope is entirely part of a separate contract and not included in this proposal. Fire alarm and BAS systems will remain as existing and relocated with renovation.
12. All AV equipment and wiring are provided by the using agency. Locations for AV equipment will be provided by using agency and electrical scope to be shown on project floor plans. Project will provide backboxes and conduits with pull strings for AV equipment as directed by the using agency.
13. Telecommunication wiring (Category Cables and Fiber) is to be specified, furnished, and installed by using agency. Electrical contractor shall provide backboxes, raceways, and pull strings.

14. Fiber service coordination is by using agency. Electrical contractor will provide raceway and pull strings from service entrance location. Server relocation, erection, installation, and testing is by using agency. Electrical contractor will provide power provisions for new server locations.
15. Value engineering redesigns to adjust project cost after bids are received are not included.
16. Construction administration services are not included in these hours.
17. Clock system and wiring in classrooms and meeting rooms shall be coordinated with using agency and provided with the project. Locations of required clocks shall be specified by using agency.
18. Security video surveillance system design is not included in scope of work. Locations for video surveillance system and main hardware shall be specified by using agency. Raceways with pull strings and backboxes will be provided by project in locations specified by using agency.
19. Access control system shall be specified by using agency. Locations for doors requiring card readers and electrified door hardware shall be provided by using agency for incorporation into drawings.

**FEE**

We propose to provide the professional services described herein for the lump sum amounts shown below, invoiced on a monthly, percent complete basis and in accordance with the attached terms and conditions.

Mechanical Engineering	\$34,725.00
Electrical Engineering	\$29,750.00
Technology	\$13,400.00
Technology AV	\$9,625.00

Purchase orders should be emailed to [Accounting@valdeseng.com](mailto:Accounting@valdeseng.com).

**SCHEDULE**

To be discussed and agreed upon with Willett Hofmann.

Valdes Architecture & Engineering appreciates the opportunity to work with Willett Hofmann on this project.

Please let me know if you have any questions or concerns about our proposal.

Sincerely,



**Steve Ejniak, PE, RA, LEED AP**  
Vice President-Buildings  
Valdes Architecture & Engineering



**Valdes Architecture & Engineering (“Valdes”)**  
**Terms and Conditions**

1. **PAYMENT TERMS** - Payment terms are thirty (30) days from the date of invoice unless otherwise specified in the proposal or if for goods, then payment is due upon invoice receipt. If any goods to be ordered under this Agreement have cancellation, expediting, transportation, or other charges and costs required to fulfill the Agreement, all such charges and costs shall be borne in their entirety by the Client, and may require payment prior to ordering at Valdes’ sole discretion. Valdes may, during the term of this Agreement, require advance payments to be made. Valdes reserves the right to charge up to a 1.5% monthly late fee to all outstanding invoice amounts not paid within the terms of this Agreement and Valdes may, after giving seven days written notice to Client, suspend services until Client has paid in full all amounts due. Client waives any and all claims against Valdes for any such suspension.
2. **STANDARD OF CARE** - The standard of care for all engineering and any related services performed or furnished by Valdes (services) will be the care and skill ordinarily used by professionals practicing under similar circumstances at the same time and in the same area and performing the same services. For a period of 12 months after performing the services, Valdes’ sole obligation shall be to reperform, at no charge to Client, any services that do not meet the foregoing standard. Valdes makes no representations, guarantees, or warranties, express or implied, hereunder or otherwise, in connection with Valdes’ services; and, to the extent permitted by law, Valdes will have no liability for services provided except as stated herein.
3. **WARRANTY** - All warranties available for goods supplied shall pass directly from manufacturer to Client and Valdes makes no express or implied warranty for goods supplied, provided or manufactured by others.
4. **INDEMNITY** – To the fullest extent permitted by its insurance policies and applicable law, Valdes agrees to indemnify and hold Client harmless from and against damages for personal injury or property damage to the extent that such damages are caused by Valdes’ negligence or willful misconduct in the performance of services. To the fullest extent permitted by law, the Parties waive against each other, their employees, officers, and directors, any and all claims for or entitlement to special, incidental, indirect or consequential damages (including, but not limited to, loss of use or lost profits) arising out of, resulting from, or any way related to the services even if a Party has knowledge of the possibility of such damages. Except for the obligation to reperform services as provided in Paragraph 2, above, Valdes’ liability for damages from all other causes whether in contract, tort, strict liability or otherwise shall, to the fullest extent permitted by law, be limited to the applicable Order. Valdes will carry insurance policies containing the following coverage: Workers’ Compensation and Employer’s Liability, General Liability and Automobile Liability.
5. **INFORMATION ACCURACY** - Client shall be responsible for, and Valdes may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Valdes (“Information”), unless stated otherwise in written communication from Client with respect to specific Information. Valdes may use such Information in performing or furnishing services under this Agreement. Further, if Valdes believes that any Information should be evaluated or verified, Valdes shall so inform Client and the Parties shall mutually determine the appropriate course of action. Whenever Valdes is required to evaluate, verify or otherwise determine the accuracy of Information, Valdes shall receive an equitable adjustment in scope, budget and schedule.
6. **OWNERSHIP OF WORK** - All documents produced by Valdes are instruments of service in respect to this Project, and Valdes shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Valdes) whether the services are completed.

Client may make and retain copies of documents for information and reference in connection with use on the Project by Client. Valdes grants Client a license to use the documents on the Project subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Valdes, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Valdes; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Valdes, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Valdes; (3) Client shall indemnify and hold harmless Valdes from all claims, damages, losses, and expenses, including attorneys' fees and other legal costs, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Valdes; and (4) such limited license to Client shall not create any rights in third parties.

7. **CHANGES** - If the engineering Scope of Work, costs or schedule change because of Client action or inaction, acts of God, governmental action or for any other reason beyond the reasonable control of Valdes, Valdes shall receive an equitable adjustment in price and schedule. Change orders shall be effective upon written agreement by both Parties.
8. **SERVICES FOR BENEFIT OF CLIENT** - The services to be performed by Valdes under this Agreement are intended solely for the benefit of Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Valdes or any officer, director, employee or subcontractor of Valdes toward any person or persons not a party to this Agreement including, but not limited to any contractor, supplier, or the agents, officers, employees, insurers, or sureties of them.
9. **CONTRACTOR'S WORK** - A "Contractor" is any individual or entity with whom Client enters into a construction agreement for the project. Valdes (including any officer, director, employee or subcontractor of Valdes) shall not at any time supervise, direct, or have control over Contractor's work, nor shall Valdes have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, 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 nor Contractor's failure to carry out the Work in accordance with the contract documents.
10. **SAFETY** – Valdes shall utilize all necessary devices, safeguards, and practices in Work performance so as to properly protect the safety and health of its own employees.
11. **PROCUREMENT SERVICES** - To the extent that Valdes provides procurement services, including, for example, bid package preparation, bid evaluations, purchase order preparation, such services shall be in the form of assisting Client in making purchasing decisions and making purchases. In all cases Client shall retain final decision authority and shall review and approve all bid package and purchasing documents. Unless otherwise specified herein, Client shall review, approve, and execute all purchase orders and other purchasing documents.
12. **PROCUREMENT OF GOODS**
  - 12.1. Agency Relationship. If provided in the applicable Scope of Work, Valdes may procure goods for Client as agent pursuant to a grant of authority as described in writing.
  - 12.2. Direct. If provided in the applicable Scope of Work, Valdes may provide direct procurement of goods in consultation with Client. In all cases Client shall retain final decision authority. Client's written authorization to proceed to Valdes shall constitute approval of the procurement of the goods listed in the Scope of Work.

13. **GOVERNING LAW** - The validity, construction, interpretation, and effect of this Agreement is to be governed by the laws of the State of Illinois without regard to choice of law provisions which would otherwise require the application of laws of any other jurisdiction. The Parties agree to use, exclusively, the State of Illinois for Jurisdiction and the County of DuPage, Illinois as Venue for any disputes between the Parties.
14. **ENVIRONMENTAL RESPONSIBILITIES**
- 14.1. It is acknowledged by both Parties that Valdes' scope of services does not include and that Valdes is not responsible for environmental engineering or any services related to hazardous, toxic, or special waste, substance, or material ("Environmental Concerns"). If Valdes encounters or becomes aware of any Environmental Concerns, Valdes will notify the Client and the Parties will determine the impact on the project and whether the services of appropriate specialist consultant(s) and/or contractor(s) are required.
- 14.2. Client acknowledges that Valdes is performing professional services for Client and that Valdes is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances or special waste, as 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 Valdes' activities under this Agreement.
- 14.3. To the fullest extent permitted by law, Client shall indemnify and hold harmless Valdes and its officers, directors, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all attorneys' fees and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from Environmental Concerns at, on, or under the Site, provided that nothing in this provision 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.
15. **PERSONNEL ASSIGNED TO CLIENT** - When a Valdes employee or other Valdes personnel (collectively referred to in this Paragraph as "Employee") are assigned to a Client site for an extended period of time, this Paragraph shall apply and control. Client agrees that the Employee is being provided to supplement Client's work force. Client will direct and control the Work performed by the Employee, whether performed inside or outside Client's principal place of business. Client will have the right at any time to terminate the assignment of the Employee for any reason or for no reason. The termination will be effective as of Valdes' receipt of written notice or the termination date stated in the notice, if later. Client agrees to pay the fees for the Employee until the termination is effective.
16. **NON-SOLICITATION** - Acknowledging that Valdes places substantial value in its employees, Client shall not, directly, or indirectly through a third party, solicit, recruit, or hire employees of Valdes during the term of this project and for twelve (12) months thereafter. For each such solicitation, recruitment, or hiring, Client shall pay upon demand to Valdes an amount equal to one (1) year's salary of the solicited, recruited, and/or hired employee.
17. **HEADINGS** - The articles, sections, paragraphs and other headings are for convenience only and do not define, limit or construe the contents thereof.
18. **WAIVER** - Any waiver of strict compliance with any provision of this Agreement shall not be deemed a waiver of any other provision or of a Party's rights to insist upon subsequent strict compliance with such provision.
19. **SURVIVAL** - Any provision of this Agreement that by its terms should survive expiration or termination, shall survive including without limitation: Procurement As Agent; Confidentiality; Notices; Successors and Assigns; Severability; Waiver; Standard of Care; Warranty; Insurance and Indemnity; Ownership of Work; Services for Benefit of Client; Contractor's Work; Governing Law; Non-Solicitation Confidentiality; Waiver and Severability; and Survival.

# VALDES

## ARCHITECTURE & ENGINEERING

### Schedule of Billing Fees Professional Services and Reimbursable Expense

Personnel Classification	Straight Time ( Per Hour )	Overtime ( Per Hour )	Wage Range (Min) ( Per Hour )	Wage Range (Max) ( Per Hour )
Subject Matter Expert	TBD	TBD	TBD	TBD
Principal	\$295.00	\$295.00	\$295.00	\$295.00
Senior Project Manager	\$238.00	\$238.00	\$60.00	\$105.00
Project Architect	\$200.00	\$200.00	\$60.00	\$95.00
Senior Architect	\$185.00	\$185.00	\$60.00	\$85.00
Architect	\$170.00	\$170.00	\$50.00	\$80.00
Architectural Designer**	\$148.00	\$207.20	\$45.00	\$65.00
Project Manager	\$190.00	\$190.00	\$60.00	\$85.00
Principal Engineer	\$215.00	\$215.00	\$60.00	\$95.00
Senior Project Engineer	\$173.00	\$173.00	\$45.00	\$85.00
Senior Engineer	\$167.00	\$167.00	\$40.00	\$85.00
Project Engineer	\$150.00	\$150.00	\$40.00	\$80.00
Engineer	\$132.00	\$132.00	\$35.00	\$75.00
Principal Technical Specialist	\$209.00	\$209.00	\$60.00	\$95.00
Senior Technical Specialist	\$166.00	\$166.00	\$40.00	\$85.00
Technical Specialist**	\$123.00	\$172.20	\$30.00	\$75.00
Principal Designer	\$195.00	\$195.00	\$60.00	\$95.00
Senior Designer	\$148.00	\$148.00	\$40.00	\$85.00
Designer**	\$118.00	\$165.20	\$30.00	\$75.00
Senior Technician**	\$109.00	\$152.60	\$30.00	\$65.00
Technician**	\$99.00	\$138.60	\$30.00	\$55.00
Project Assistant**	\$91.00	\$127.40	\$25.00	\$45.00

These rates are effective from 01-01-2024 to 12-31-2024

\*\* Overtime rates apply to these classifications and all other Non-Exempt Personnel, including Subject Matter Expert

**Note:** Other Direct Costs (ODC) will be invoiced at \$10.00 per hour for all invoiced hours.

**Items Included in the ODC :**

- Dimensional (2-D) CAD Software normally used by Valdes AE
- 3D CAD Software normally used by Valdes AE
- Standard Engineering Software normally used by Valdes AE
- Reproduction and document generation for Valdes AE internal project execution associated with client project work
- Usual Project Supplies used for Valdes AE internal execution of client project work
- Media storage associated with client project work used for Valdes AE internal project execution

**Items NOT Included in the ODC which will be invoiced separately as follows:**

- Scanning Equipment to be invoiced at \$1,200.00 per day, or rental fee at cost
- Surveying Equipment to be invoiced at \$300.00 per day, or rental fee at cost
- GPS Equipment to be invoiced at \$300.00 per day, or rental fee at cost
- Travel costs including such items as air fare, lodging, rental cars, and mileage as allowed by current IRS regulations for personal auto reimbursement in support of the project work.
- Project Specific supplies and expenses to be invoiced at cost

**Emergency Services:**

New services that need to begin within 48 hours of a request shall be invoiced at a lump sum fee of \$5,000.00 per person, per day. Travel and other project specific supplies and expenses for such services shall be invoiced at cost in addition to this daily fee.

**This emergency fee shall not apply to projects that Valdes AE is currently supporting.**

**SVCC 2nd Floor ITS Area Renovation**

ACM Abatement WHA 1949D24  
New Construction/Buildback WHA 1562D24

**ABATEMENT PROJECT**

Professional Fees	\$9,250.00	WHA + Midwest Environmental
Air Monitoring	\$28,000.00	Midwest Environmental
Abatement	\$143,000.00	Contractor To Be Determined
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Sub-Total	\$180,250.00	
Project Contingency	\$27,000.00	15% +/-
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TOTAL	\$207,250.00	

**NEW CONSTRUCTION / BUILD BACK PROJECT**

Professional Fees	\$152,100.00	WHA + Valdes
Construction	\$1,100,000.00	Contractor To Be Determined
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Sub-Total	\$1,252,100.00	
Project Contingency	\$123,000.00	10% +/-
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TOTAL	\$1,375,100.00	

**COMBINED TOTAL BUDGET \$1,582,350.00**