

**RESOLUTION R-2026-07**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT NO. 592  
WITH CCS INTERNATIONAL, INC. TO PROVIDE INDEPENDENT COST ESTIMATION AND VALUE  
ENGINEERING SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED \$129,859.20**

**WHEREAS**, the City of Wheaton, Illinois, ("City") is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the City requested a proposal from CCS International, Inc. for Independent Cost Estimation and Value Engineering Services; and

**WHEREAS**, CCS International, Inc. submitted a proposal to provide Independent Cost Estimation and Value Engineering Services for a total amount not to exceed \$129,859.20; and

**WHEREAS**, the City budgeted funds in the 2026 G.O. Bond Fund in the amount of \$1,200,000 for engineering and design services; and

**WHEREAS**, both parties agree to the terms and conditions set forth in the agreement for Independent Cost Estimation and Value Engineering Services; and

**WHEREAS**, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable and appropriate to enter into an agreement with CCS International, Inc. located at 1815 S. Meyers Road, Suite 1070, Oakbrook Terrace, Illinois 60181 for Independent Cost Estimation and Value Engineering Services for a total amount not to exceed \$129,859.20.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that:

The Mayor is hereby authorized to execute Agreement No. 592 with CCS International, Inc. for Independent Cost Estimation and Value Engineering Services; and that a copy of that certain Agreement No. 592 is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

**ADOPTED** this 20<sup>th</sup> day of January 2026.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

**Roll Call Vote:**

Ayes: Councilwoman Robbins  
Councilman Weller  
Councilwoman Bray-Parker  
Councilwoman Brice  
Councilman Brown  
Mayor Suess  
Councilman Clousing

Nays: None

Absent: None

Motion Carried Unanimously



January 8, 2026

Mr. Mike Dzugan  
**City of Wheaton**  
303 West Wesley St  
P.O. Box 727  
Wheaton, IL 60189

Via Electronic Transmission: [mdzugan@wheaton.il.us](mailto:mdzugan@wheaton.il.us)

**RE: Wheaton Police & Fire Station**

**Project Scope:** Project consists renovation work within the existing 38,000 SF police station with a 3,500 SF addition and the demolition of an existing fire station and construction of a new facility. Anticipated bond for this work \$21.9M. Each phase of each project is anticipated to be estimated at different times.

Dear Mr. Dzugan,

I am pleased to confirm our proposal for the referenced project to provide the following services:

<b>• Police - Conceptual Design Estimate</b>	
Prepare one (1) Conceptual Design estimate for all trades presented in Unifomat systems format .....	\$8,748.00
• Participate in Value Engineering at the Conceptual Design estimate phase.....	\$3,110.40
• Participate in Reconciliation at the Conceptual Design estimate phase...	\$3,110.40
<b>• Police - Schematic Design Estimate</b>	
Prepare one (1) Schematic Design estimate for all trades presented in Unifomat systems format .....	\$15,940.80
• Participate in Value Engineering at the Schematic Design estimate phase.....	\$5,443.20
• Participate in Reconciliation at the Schematic Design estimate phase....	\$3,110.40
<b>• Police - Design Development Estimate</b>	
Prepare one (1) detailed Design Development estimate for all trades presented in Unifomat systems format.....	\$24,883.20
<b>• Fire - Conceptual Design Estimate</b>	
Prepare one (1) Conceptual Design estimate for all trades presented in Unifomat systems format .....	\$7,970.40





• Participate in Value Engineering at the Conceptual Design estimate phase.....	\$3,110.40
• Participate in Reconciliation at the Conceptual Design estimate phase...	\$3,110.40
<b>• Fire - Schematic Design Estimate</b>	
Prepare one (1) Schematic Design estimate for all trades presented in Unifomat systems format .....	\$14,385.60
• Participate in Value Engineering at the Schematic Design estimate phase.....	\$5,443.20
• Participate in Reconciliation at the Schematic Design estimate phase....	\$3,110.40
<b>• Fire - Design Development Estimate</b>	
Prepare one (1) detailed Design Development estimate for all trades presented in Unifomat systems format.....	\$22,161.60
• Participate in Reconciliation at the Schematic Design estimate phase....	\$3,110.40
<b>Total Fee .....</b>	<b>\$129,859.20</b>

All disciplines will be estimated based on project parameters and information provided and detailed in a concise and professional manner, based and relying upon information provided by **City of Wheaton** and their Design Team at each specific design phase.

CCS is not responsible and will not be liable for any budget changes, additions or constraints requiring a Project redesign either prior to or after bidding. After bidding, if the Project comes in over the estimate, CCS will provide additional estimating support upon request to assist the Design Team in its efforts to bring the Project within budget. Unless specifically included in the fees described above, additional fees may apply for such support.

**Fees include the following:**

- Draft estimate submittal for review and submittal of a final estimate incorporating Design Team review comments.
- Meetings:
  - Two (2) virtual meetings with one (1) member of the CCS Team.
- Additional Meetings and Services - If required, additional meetings and services will be billed at current hourly rates.

**Reimbursables will be billed at cost: (None Anticipated)**

**Fees exclude the following except as detailed above:**

- Estimates for additional structures, improvements, design and/or scheduling options.
- Estimates of costs associated with FF&E and other non-hard construction cost items associated with the project.
- Additional meetings / team conference calls



- Value Engineering beyond the Schematic Design phase
- Variations or additions to breakdown detail/format described above.
- Change order review
- Cost alternatives for the estimate schemes

If any/all of these services are requested, they will be proposed as additional services to the current contract.

#### **Informational Needs at Each Estimate Stage**

CCS requires at least three (3) weeks' notice, at each phase, prior to providing service. Such notice should be provided for each by completing the brief online CCS [Project Launch Form](#). This enables us to prepare our team, ensuring we have adequate resources available to meet the needs of your Project and the time needed for market calls. Insufficient notice will impact on our ability to fulfill the schedule outlined in this proposal. Additionally, an overall project schedule should be made available to us, and updated as appropriate, which will ensure phases and overall project timelines are kept on track. Please note that times frames provided herein for us to complete each design phase estimate exclude any public/government holidays.

Please note as well that each phase of design estimating is a "snapshot" in time relating to level of design and amount of detail available and provided to CCS at the onset of a phase estimate. Changes, alternatives and/or additions to that initial design or detail during the performance of our phase estimate may result in delays to the completion of the estimate and/or additional fees.

The format and detail levels listed above follow standard industry norms and expectations for each phase of design. Should you and/or your client require something other than that described above, this should be discussed and agreed to with your assigned CCS Project Manager, in writing, in advance of beginning the phase estimate. If not, then these industry norms will be followed.

- Conceptual / Schematic Design Phase – (one (1) electronic PDF version of drawings)
  - Plans
  - Narrative Outline of Project Systems
  - Elevations
  - Site Plan / Civil Drawings
  - Written description of Structural Systems (typical bay, if available)
  - Written description of Plumbing, HVAC, Fire Protection and Electrical Systems
- Design Development Phase – (one (1) electronic PDF version of drawings)
  - Floor Plans
  - Elevations
  - Wall Sections
  - Finish Schedules
  - Partition Types
  - Door Types
  - Foundation Plans, Structural Framing Plans
  - Single Line Drawings for Plumbing, HVAC, Fire Protection and Electrical Systems indicating sizes, equipment selection, etc. with written description of each system





- Site Plan / Civil Drawings
- One set of Outline Specifications for all divisions
- Full disclosure by Design Team and Owner of all issues that may affect construction cost.

**Estimate Schedule:**

- Commencement upon receipt of all information requested above relating to the relevant phase of the Project
- Fifteen (15) business days (excluding weekends & holidays) to prepare the draft estimate
- Draft estimate issue to Client
- Five (5) business days to incorporate all comments into the estimate to provide one (1) final Client updated estimate
- Final Estimate *(in electronic format, unless a hard copy is required, in which case one hard copy will be sent)*

These fees are fixed for the period of six (6) months from the date of this proposal to the beginning of the first phase of estimating services requested of CCS. If the Project is put on-hold, either before or during the contract for more than six (6) months, these fees will be adjusted according to annual published inflation rates.

CCS shall perform its services to the standard of professional skill and care ordinarily provided by cost estimators practicing in the same or similar locality under the same or similar circumstances. CCS has no control over the cost of labor, materials or equipment, or over market conditions or factors that affect contractor bidding or negotiations. CCS makes no warranty, guarantee, or representation that CCS' cost estimates or contractor bids will come in under the budget for the work.

Due to our current workload and in order to ensure we are able to meet all our clients' deadlines and requirements, CCS will schedule your estimate on a preliminary basis upon receipt of your completed CCS [Project Launch Form](#) with known project schedule, but can only definitively schedule the Work, assign a Project Manager and begin the estimate with receipt of a signed agreement as provided below. Until such time, any questions or requested revisions to the terms of this Proposal should be directed to **Clive Bransby** ([cbransby@ccsdifference.com](mailto:cbransby@ccsdifference.com)). If necessary, prior to the execution of a firm agreement, CCS will assign a prospective and likely Project Manager who can attend client interviews, kickoff or orientation meetings, etc., but CCS cannot guarantee this will be the final Project Manager until a signed agreement is received.

Client may accept this Proposal by having its authorized representative sign below and return a copy of this executed Proposal, along with a Purchase Order (if required by project owner) and signed written notice-to-proceed to our Contracts Team ([contracts@ccsdifference.com](mailto:contracts@ccsdifference.com)). Client's written signature of this Proposal or other written notice to proceed shall be deemed acceptance of all terms and conditions of this Proposal and the sole Agreement between the parties dated as below. Alternatively, Client may provide its desired form of contract ("Agreement") to CCS Contract Team ([contracts@ccsdifference.com](mailto:contracts@ccsdifference.com)) for review, negotiation and mutual execution.



Please be advised that CCS reserves the right to delay the commencement of the work until it has received either 1) an executed copy of this fee proposal along with a Purchase Order (if required by project owner) and written notice to proceed, or 2) a fully executed Agreement between **City of Wheaton** and CCS along with a Purchase Order (if required by project owner) and written notice to proceed. CCS' election to do so will not change its 15-business day horizon for completion of the work.

Thank you for your consideration and for the opportunity to propose service on this Project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Clive Bransby', is written above the printed name.

Clive Bransby  
CEO, Principal  
**CCS INTERNATIONAL, INC.**

CB/cel  
C:\Users\cebransby\CCS International\CCS International - Production\EST\2026est\260031 Wheaton  
Police and FS

**ACCEPTED BY: City of Wheaton**

A handwritten signature in blue ink, appearing to read 'Philip J. Suess', is written above the printed name.

Authorized Representative as Guarantor's Signature

Printed Name: Philip J. Suess

Title: Mayor

Date: January 21, 2026





## **STANDARD CLIENT TERMS AND CONDITIONS**

### **1. SCOPE AND PERFORMANCE OF THE WORK**

As used herein, the term "Client" refers to the party signing as such below. Client hereby retains CCS International, Inc. ("CCS") to perform the services described in CCS's Proposal ("Services"), attached hereto, and CCS agrees to provide said Services. The terms, conditions, and limitations contained in CCS's Proposal are incorporated herein by reference in this Agreement. Any additional terms and conditions will not be binding upon CCS unless specifically assented to in writing by CCS's authorized representative. This Agreement shall not create any rights or benefits to parties other than Client or CCS. CCS will have no authority over decisions or actions affecting project production, design, means, methods, sequencing, scheduling, quality, workmanship, or the correction of hazardous conditions and safety practices. Such responsibility will remain with the Client project superintendent, project manager and the appropriate contractor or subcontractor personnel of Client.

### **2. PAYMENT TERMS**

As full consideration for the performance of Services described in Section 1 herein, Client agrees to pay CCS as set forth in CCS's Proposal. Any additional services or work required by Client shall be performed on a time-and-materials ("T&M") basis, in accordance with the cost and fee schedule effective at the time of performance of such services or work. **CCS's current COST AND FEE SCHEDULE is attached hereto and fully incorporated herein.** CCS agrees to provide the Services as an independent contractor. Nothing in this Agreement shall be deemed to be construed as creating an agency, partnership or joint venture relationship between CCS and the Client.

### **3. CHANGE ORDERS**

Client and/or CCS shall have the right to modify the scope of Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests by Client for deviations from the Services specified in the Proposal involving increased time, costs or expenses to CCS shall be performed only upon execution of a Change Order.

### **4. BILLING AND PAYMENT**

Client recognizes that timely payment of CCS's invoices is a material part of the consideration CCS requires to perform the Services. Client will pay CCS for all satisfactorily rendered Services in accordance with these Terms and Conditions and the fees, rates, charges and reimbursement terms set forth in CCS's Proposal and/or COST AND FEE SCHEDULE. CCS shall be permitted to revise its COST AND FEE SCHEDULE no more than once annually. The revised COST AND FEE SCHEDULE shall apply only to Services performed after the effective date. Routine invoices will be submitted by CCS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date.

If Client objects to any portion of an invoice, Client shall notify CCS within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one and one-half percent





(1.5%) of the invoiced amount per month for any payment received by CCS more than thirty (30) calendar days from receipt of invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. However, interest amounts shall not exceed that which is legally allowable. Payment thereafter shall be applied first to accrued interest and then to the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or setoffs by Client. Payment shall not be conditioned on reimbursement or other recovery of funds from any third party, including insurance carriers.

## **5. STANDARD OF CARE/WARRANTY**

While performing the Services under this Agreement, CCS shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the construction estimating and owner's representative consulting profession performing the kind of services to be performed hereunder and practicing in the same or similar locality at the same period of time. Except for the express promise set forth above, CCS neither makes, nor offers, nor warrants to Client any express or implied warranties or guarantees with respect to CCS's Services. Without limiting the foregoing and by way of example only, CCS has no control over the cost of labor, materials or equipment, or over market conditions or factors that affect contractor bidding or negotiations. CCS is not a fiduciary and shall not be held to fiduciary standards. CCS makes no warranty, guarantee, or representation that CCS' cost estimates or contractor bids will come in under the budget for the work. Client and Client's contractors shall promptly notify CCS of any actual or suspected defects in CCS's Services to help CCS take corrective measures to cure such defects and/or help minimize the consequences of any such defect. CCS shall not be liable to Client for any damages without being given a reasonable opportunity to correct the Services.

## **6. CLIENT RESPONSIBILITIES**

In addition to other responsibilities described herein, the Client shall: (i) provide all information and criteria as to the Client's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide to CCS all previous studies, plans, or other documents pertaining to the project and all new data decisions pertaining thereto within a reasonable time so as not to delay the Services; (iii) furnish approvals, consents and permits from governmental authorities and notice to CCS whenever the Client becomes aware of any development that affects said approvals and consents from other parties as may be necessary for completion of CCS's Services; (iv) give prompt written notice to CCS whenever the Client becomes aware of any development that affects the scope and timing of CCS's Services or any defect or noncompliance in any aspect of the project; and (vi) bear all costs incident to the responsibilities of the Client. CCS will have the right to reasonably rely upon the accuracy and completeness of all information furnished by the Client. Client accepts sole responsibility for errors in Services solely resulting from inaccurate or incomplete information supplied to CCS.

## **7. INSURANCE**

If an owner-controlled insurance program ("OCIP") and/or contractor-controlled insurance program ("CCIP") is implemented on the project, CCS shall be enrolled and afforded the coverages provided thereunder without any additional cost or expense to CCS, and without giving credits for the cost of associated insurance program coverages.





CCS shall procure and maintain, at its own expense, during the term of its engagement with Client, insurance of the following types and amounts or as legally required: commercial general liability, professional liability (Errors & Omissions) at limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate; automotive liability insurance with a combined single limit of \$1,000,000; workers' compensation and employer's liability insurance as required by state law (all 50 states); and \$5,000,000 per occurrence and in the aggregate of umbrella coverage. CCS shall furnish Certificates of Insurance of such coverage to Client upon request and shall promptly notify Client of any impending change in coverage. Additional coverages may be obtained on a project-by-project basis upon request by Client and at the sole cost and expense of Client.

## **8. INDEMNIFICATION**

CCS shall defend (but only to the extent covered by CCS's insurance) and indemnify Client and its officers, directors, employees, successors and assigns from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by Client, its officers, directors, employees, successors and assigns as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities ("Claims") resulting from or arising out of CCS's negligent acts, errors or omissions in the performance of Services under this Agreement.

Client shall indemnify, defend and hold harmless CCS and its officers, directors, employees, successor and assigns from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by CCS, its officers, directors, employees, successors and assigns, as Client accepts sole responsibility for errors in Services solely resulting from inaccurate or incomplete information supplied to CCS.

In no event shall Client and CCS and their respective officers, directors, employees, successors and assigns be liable to the other or any third party for any special, incidental, consequential, indirect or punitive damages including, without limitation, lost, delayed and/or diminished profits or revenue, loss of data, or interruption of business, whether arising under theory of contract, tort or other theory of liability, including negligence, and the Parties hereby mutually release and waive any and all such claims against the other. A party's liability shall be limited to direct damages. The indemnification obligations and mutual waiver and release herein shall survive termination or completion of this Agreement.

## **9. LIMITATION OF LIABILITY**

Under no circumstances will CCS be liable to Client for any amount in excess of the total amount of fees paid by Client to CCS for Services performed under this Agreement, or \$100,000, whichever is greater. The Client may negotiate higher limitation of liability for an additional fee, which is necessary to compensate for greater risk assumed by CCS. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees and expert witness' fees) arising from or related to Services performed under this Agreement from any cause or causes. This limitation of liability applies but is not limited to any expenses, damages or injury caused by any failure of performance, error or omission, interruption, deletion, delay in operation or transmission, computer virus, unauthorized access to, alteration of, or use of data records, whether for breach of contract, strict liability, tortious behavior, negligence or for any other cause of action.





Client agrees that any claim for damages filed against CCS, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against CCS or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

#### **10. DISPUTE RESOLUTION**

If any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall occur, Client and CCS shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the parties shall endeavor in good faith to resolve the matter via mediation. If the parties choose mediation, either party may terminate the mediation at any time after the first session by written notice to the other party and mediator. The cost of the mediation shall be shared equally by the parties. The parties agree that the sole proper venue for the determination of any litigation arising under this Agreement shall be in a court of competent jurisdiction which is located in DuPage County, Illinois, and the parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled "Collection." Each party shall bear its own litigation costs and fees, including expert and attorneys' fees.

#### **11. COLLECTION**

Should the Client's account, after payment default hereunder, be referred by CCS to an attorney or collection agency for collection, then Client shall pay CCS's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the above or any other terms provided herein, CCS may institute proceedings to collect payment in any court of competent jurisdiction in the United States.

#### **12. CONFIDENTIALITY**

In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein the term "Confidential Information" shall mean all business, technical or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This





provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other party. Client agrees that CCS may use and publish Client's name

and a general description of services rendered under the Agreement for purposes of describing CCS's experience and qualifications to others.

### **13. NON-SOLICITATION**

Without the prior written consent of the employing party, Client and CCS agree that neither party shall solicit for hire employees of the other during the term of this Agreement or for a period of 6 months after termination of the Agreement.

### **14. DELAYS/FORCE MAJEURE**

If CCS's Services are interrupted by circumstances beyond CCS's control, Client shall compensate CCS for the labor, equipment, and other costs CCS incurs in order to maintain continuity of CCS's project team for Client's benefit during the interruption, and/or make an adjustment to CCS's compensation if the cost of CCS's performance increased as a result of the delay. Such compensation shall be based upon CCS's current prevailing COST AND FEE SCHEDULE. Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and CCS shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

### **15. TERMINATION**

Client may terminate this Agreement for convenience without penalty, by providing written notice to CCS. Client or CCS may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of CCS's termination invoice, pay CCS's fees for Services satisfactorily rendered and costs incurred, in accordance with the COST AND FEE SCHEDULE.

### **16. NOTICE**

All notices, requests, demands or claims hereunder shall be in writing. Any notice, request, demand or claim shall be deemed duly given if (and then 2 business days after) it is sent via registered or certified mail, return receipt requested, postage prepaid, and addressed to the designated address of





the respective Party. Notice shall be deemed given upon receipt of any notice served personally, via email with receipt of delivery or via express courier with receipt of delivery.

#### **17. SURVIVAL**

Obligations arising before the expiration or termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Client and CCS, shall survive the completion of Services described herein and termination of this Agreement.

#### **18. GOVERNING LAW**

Unless otherwise provided, the substantive law of the state in which the Services take place will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

Any litigation between Client and CCS arising out of or relating to the Services, this Agreement or the breach thereof, shall be conducted via a bench trial, WITH THE PARTIES EXPRESSLY WAIVING ANY RIGHT THEY MAY HAVE TO A JURY TRIAL.

#### **19. ELECTRONIC SIGNATURES**

Each Party agrees that the electronic signatures of the parties, whether digital or encrypted, are intended to authenticate this writing and have the same force and effect as manual signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including, without limitation, Adobe e-signature, DocuSign, E-sign, facsimile, or e-mail electronic signatures.

#### **20. ENTIRE AGREEMENT**

This Agreement shall serve as a continuing service agreement which shall apply to all services and work rendered to Client that fall within the general scope of Services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Agreement between Client and CCS, by which all prior understandings and negotiations are superseded and replaced. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified or canceled only by a duly executed written instrument by the Parties. Terms and conditions, on the Client's internet site or included with a Purchase Order or other such document issued by Client, shall be null and void and of no legal effect on CCS unless agreed upon in writing by both Parties.



## **CCS International, Inc.**

### **2026 Hourly Rates**

<b>Title</b>	<b>Rate</b>
Principal	\$273.33
Regional Cost Manager - Lead	\$232.71
Senior Cost Manager	\$221.52
Senior Cost Manager (Electrical)	\$198.88
Senior Cost Manager (Mechanical)	\$212.91
Cost Manager	\$133.87
Blended Hourly Rate	\$194.40

**Includes audited Overhead (140.81%) and Profit (10%)**