

RESOLUTION NO. 16-93

**A RESOLUTION AUTHORIZING AN ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF VILLA PARK AND
CIVILTECH ENGINEERING, INC. FOR THE
2017 STREET IMPROVEMENTS**

WHEREAS, the Village of Villa Park is a municipal corporation duly organized and existing under the laws of the State of Illinois; and,

WHEREAS, the Village of Villa Park has a satisfactory relationship with and has received a proposal from Civiltech Engineering Inc., to perform phase II engineering services for the proposed 2017 Street Improvements, which consists of data collection, field evaluation, plan preparation, specification writing, and bidding assistance, which services shall be completed at a cost not to exceed \$181,955.00; and,

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with Civiltech Engineering Inc. as is more particularly set forth in a document styled "**Proposal to Furnish Design Engineering Services for the 2017 Street Improvements**" a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

1. That the "**Proposal to Furnish Design Engineering Services for the 2017 Street Improvements**" attached hereto as Exhibit A is hereby approved and the Village Manager is hereby authorized to enter into an agreement with Civiltech Engineering Inc. including the terms of said Proposal on behalf of the Village of Villa Park.

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

Passed the 14th day of November, 2016, pursuant to a roll call vote as follows:


AYES: 6

NAYS: 0

ABSENT: 1

ABSTAIN: 0

Approved this 14th day of November, 2016.



Village President

Attest:


Village Clerk





Proposal to Furnish Design Engineering Services

2017 Street Improvements
Village of Villa Park, DuPage County, Illinois

I. PROJECT UNDERSTANDING AND APPROACH

This project consists of roadway improvements as contained in the five year capital improvement program (CIP) developed by the Village. Civiltech has reviewed the anticipated improvements for the streets in the 2017 program and has completed a preliminary field investigation to further develop the scope of work for each roadway. The roadways included in the 2017 program include:

- Adams Street (Addison Avenue to Ardmore Avenue)
 - o Omission at Michigan Avenue intersection
- Cross Street (Julia Drive to Terry Lane)
- Grant Avenue (Terry Lane to Monroe Street)
- Sunset Drive (Addison Road to Yale Avenue)
 - o Omission at Iowa Avenue, Wisconsin Avenue, and Michigan Avenue intersections
- Ridge Road (Addison Road to Harvard Avenue)
 - o Omission at Iowa Avenue, Wisconsin Avenue, and Michigan Avenue intersections
- Harvard Avenue (North Avenue to north end)

As with the 2016 program, Civiltech will design the roadway improvements to the budget for the 2017 program. If we encounter difficulties with fitting the recommended improvements within budget, we will work with the Village to determine where changes should be made or if additional funding is available.

Civiltech will be providing design engineering services with the assistance of its sub-consultants:

- Surveying – Gentile & Associates (Gentile)
- Geotechnical Engineering – Midland Standard Engineering and Testing (MSET)
- Environmental Engineering – True North Consultants (True North)

During the preliminary engineering phase Civiltech will develop recommendations of the improvements on each street along with a cost estimate to see how we compare to the budget. These recommendations will be compared to the original program improvements and any variations will be discussed with the Village.

Civiltech will also complete the design for the Sugar Creek Golf Course Parking Lot, Fire Station Paving and Ardmore Parkway Improvements. No topographic survey, geotechnical analysis or CCDD certification will be completed for this work. Staging plans will not be included, any staging will be handled with plan notes. The parking lot plans will be included in the contract plans as an alternate bid item.

Before Civiltech can begin their plan production process, Gentile will need to survey all the necessary roadways. Their surveying ability will be dependent on the weather conditions where snow can potentially influence the design schedule. Regardless, Civiltech and its sub-consultants will strive to make an April, 2017 bid opening so that construction can begin in May, 2017. An anticipated schedule is included in Attachment A.



II. SCOPE OF SERVICES

1. Data Collection and Early Coordination

- A. Initial Kick-Off Meeting with Village** - We will come to the meeting prepared to discuss the project scope based on our recommended improvements for each roadway. We will be prepared to discuss the project schedule provided with this proposal and modify any milestone dates as necessary.
- B. Obtain and Review Record Data** - We will obtain and review available Village data including, but not limited to, subdivision plans and plats, record plans, geotechnical reports, right-of-way data, aerial photography and contour mapping, sewer videos, other existing plans, and water and sewer system maps.
- C. Preliminary Utility Company Coordination** - We will call in a Design-Stage J.U.L.I.E. locate request and send letters and project location maps to the utility companies within the project limits requesting copies of their utility atlases.
- D. Review Geotechnical Data** – Geotechnical work will be completed by Midland Standard Engineering and Testing (MSET) to assist in developing the scope of work for each roadway. Civiltech will review this information during the Preliminary Engineering phase of the work to refine pavement rehabilitation and/or reconstruction alternatives. See Attachment C for the sub-consultant's proposal.
- E. Clean Construction and Demolition Debris (CCDD) Testing and Certification** – We propose to continue to use True North to perform the CCDD analysis for each roadway. Civiltech will review the results and provide the necessary pay items for disposal of materials. See Attachment C for the sub-consultant's proposal.
- F. Field Survey and Preparation of Base Sheets** – Design topographic survey will be completed by Gentile. See Attachment C for the sub-consultant's proposal. On the streets where survey is not required, Civiltech will use available aerial photography (provided by the Village) and LIDAR data to develop base sheets for the resurfacing. Base sheets will be prepared at a scale of 1"=20' and 1"=40' for use during the contract plan preparation. Once prepared, we will perform a "plan-in-hand" field check during which we will:
- Verify the completeness and accuracy of the design survey while familiarizing ourselves with the project area and any special conditions in the field.
 - Obtain additional field measurements to supplement the base drawing development and include the necessary information for the bidding plans.
 - Review the project area for any problematic drainage conditions that could be remedied as part of this project.
 - Prepare a detailed inventory of existing signage and any other topographic features which may affect or be affected by the proposed design.
 - Establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained during and visual observation in the field.
 - Photo-document the project area for use during design.
- G. Inspection and Condition Report of Utility Structures** – Civiltech will inspect and develop a condition report for all drainage structures, sanitary manholes and water valve vaults for all streets in this project. Structures requiring repair or deemed to be unsatisfactory will be addressed as part of the contract documents. We will use the inspection form previously provided by the Village.



H. Sanitary Sewer Televising & Water Service Evaluation – Civiltech will review sewer videotapes provided by the Village for this project, and will evaluate the sewer mains and services to determine locations where point repairs are needed. The point repairs will be included in the contract plans. Water service lines encountered to be non-copper will be removed and replaced. The Village will provide Civiltech information by researching its records and/or conducting investigatory digs to determine the number of water service lines needing replacement.

2. Preliminary (65%) and Pre-Final (95%) Engineering Plans, Special Provisions & Estimates

A. Pavement Design – Pavement design shall be determined by each roadway utilizing the recommendations in the geotechnical report and coordination with Village. Resurfacing streets will be completed following Village requirements and the IDOT Bureau of Local Roads and Streets Manual.

B. Drainage – No significant drainage improvements are proposed as part of these improvements. Structures and pipes will be repaired or replaced based on the results of the structure investigation.

C. Sidewalks – On rehabilitation and reconstructed streets sufficient grades will be provided to ensure compliance with ADA/PROWAG requirements. On all other streets, the Highway Standards for curb ramps will be relied upon, with sufficient quantity for sidewalk and sidewalk ramps being included for field compliance. In addition, all sidewalks throughout the roadway sections will be evaluated for trip hazards.

D. Preliminary and Pre-Final Plans – The Preliminary Plan preparation and submittal will be made to the Village in effort to identify and address any significant design issues prior to completing Pre-Final Plans. We will communicate with the Village throughout the design process to resolve any current design issues.

Civiltech anticipates including all the improvements in one set of contract documents. This scope does not include splitting up the streets into multiple contracts. We will prepare one set of contract plans in accordance with the applicable sections of the BLRS manual, applicable IDOT Standards and in accordance with current Village standards and practices:

- Cover Sheet (1 sheet)
- General Notes, Index and List of Standards (2 sheet)
- Summary of Quantities (4 sheets)
- Typical Sections (4 sheets)
- Earthwork Schedules (2 sheets)
- Alignment, Ties, and Bench marks (1"=50') (3 sheets)
- Staging and Maintenance of Traffic Plans (2 sheets)
- Roadway Removal Plan, Proposed Plan and Profile (Reconstruction or Rehabilitation) (1"=20')
 - o Adams Street (6 sheets)
 - o Grant Avenue (3 sheets)
 - o Sunset Drive (1 sheet)
 - o Cross Street (1 sheet)
- Roadway Proposed Plan (Double Panel for Mill & Resurface) (1"=20')
 - o Ridge Road (2 sheets)
 - o Sunset Drive (2 sheets)
 - o Harvard Avenue (1 sheet)



- Pavement Marking, Signing and Landscaping (Double Panel) (1"=40')
 - o Adams Street (3 sheets)
 - o Cross Street & Grant Avenue (2 sheets)
 - o Sunset Drive (2 sheets)
 - o Ridge Road (1 sheet)
 - o Harvard Avenue (1 sheet)
- Site Plans
 - o Sugar Creek Golf Course Parking Lot (1 sheet)
 - o Fire Station (Ardmore Avenue) / Parkway Pad (1 sheet)
- Roadway Construction Details (8 sheets)

We anticipate this set of contract plans to contain approximately 53 sheets.

Cross sections will be prepared and developed as part of the design process to complete the geometric design of the reconstruction streets and to quantify earthwork quantities, but they will not be included in the bidding plans.

Erosion Control items are anticipated to include inlet filters and possibly erosion control fence, and will be included on the Pavement Marking, Signing and Landscaping sheets.

- E. Pre-Final Special Provisions** - We will use the specifications developed in the 2016 street improvement project along with other Village specifications with modifications as necessary to meet the project goals. The specifications will reference the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. When necessary, we will provide supplemental specifications for the proposed items of work as required. Illinois Environmental Protection Agency (IEPA) documentation will be completed as required for the scope of work undertaken to include NPDES permitting such as the Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI). These items will be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, Village, and County requirements.
- F. Preliminary and Pre-Final Estimates of Cost and Time** - We will perform detailed quantity calculations at each stage of the plan development to establish an Engineer's Estimate of Cost. It will include measurements and calculations performed by separate engineers in order to ensure the accuracy of the calculations, and we will also use these quantities and items of work to prepare an Engineer's Estimate of Time. Our time estimate will be developed with input from experienced resident/field engineers to ensure the proposed amount of work can be completed within the Village's anticipated construction schedule. These items of work and unit prices will be developed based on review and analysis of recent bid tabulations for projects of similar scope and magnitude.
- G. QC/QA Review** - Prior to submission of the Preliminary and Pre-Final plans for review, we will perform an internal Quality Control / Quality Assurance review of the work completed. The review will be performed by a professional engineer independent of the design team. The Construction Engineer will also complete a contract document review at the Pre-Final stage. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.



3. Final (100%) Plans, Special Provisions & Estimates

Final Plans, Special Provisions & Estimates - After completion of all reviews and resolution of any Village, stakeholder or utility company concerns, the contract plans will be finalized.

In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design and quantity calculations. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

The quantities will be updated based on final changes made to the plans after the pre-final review stage and a final estimate of quantities and cost will be provided for inclusions within the bid documents as necessary for the advertisement and construction letting.

We will also meet with the Village for a Final review of the contract plans and documents, if necessary, and will coordinate upcoming efforts for project advertisement and bid opening.

4. Project Administration, Coordination and Permits

- A. **Project Administration** - This item includes project setup and monthly invoicing. In addition, this item includes coordination meetings with the Village as well as internal project team coordination.
- B. **Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible. Comment disposition letters will be provided as part of all milestone reviews.
- C. **Design Review Meetings** - We will meet with the Village to discuss any review comments and design issues. The meetings will be scheduled such that all parties will have had an opportunity to review the submittals and provide comments.
- D. **Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings, can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement.
- E. **Stormwater and Erosion Control Permitting** - All stormwater elements of the project will be designed to meet the requirements of the DuPage County Stormwater Ordinance. The Village of Villa Park is a full waiver community, and the Village's representative will review the project for compliance with the County ordinance. Since Cross Street and Grant Avenue are in the Sugar Creek floodplain documentation will be provided showing no impact to the floodplain. A formal permit submittal to DuPage County is not anticipated. All drainage design calculations will be documented and organized in a manner that demonstrates compliance with County ordinance requirements.



- F. Coordination with Other Consultants** – Any overlap between contracts will be coordinated by Civiltech with the other consultants to determine the limits of construction.
- G. Bidding and Construction Assistance** - We will assist the Village in advertising the project and make the contract documents available to the Village in electronic format. Bidding plans will be printed by the Village. We will attend the pre-bid meeting held by the Village and be prepared to answer all contractor requests for information or questions, and (if necessary) issue an addendum.

We will also attend the bid opening, prepare a bid tab of the results and prepare a recommendation letter for the Board. We will prepare and coordinate the signature of the contract documents with the Contractor. We will also attend any required pre-construction meetings to answer questions regarding the design and contract documents.

III. FEE CALCULATION

In order to calculate our “not-to-exceed” fee, we estimate man hours to complete the individual tasks outlined in the Scope of Services section of this proposal.

Direct costs such as printing, vehicle expenses, and sub-consultant expenses will be billed at their actual cost. Compensation for our work will be based upon actual labor dollars expended times a factor of 2.67 to cover actual payroll, overhead and indirect costs, payroll burden and fringe benefit costs and profit. Please reference the Cost Estimate of Consultant Services and manhour/direct expense calculations in Attachment B.

Maximum “not-to exceed” fees including all sub-consultants:

Total: \$181,955



Anticipated Project Schedule

Cost Calculations

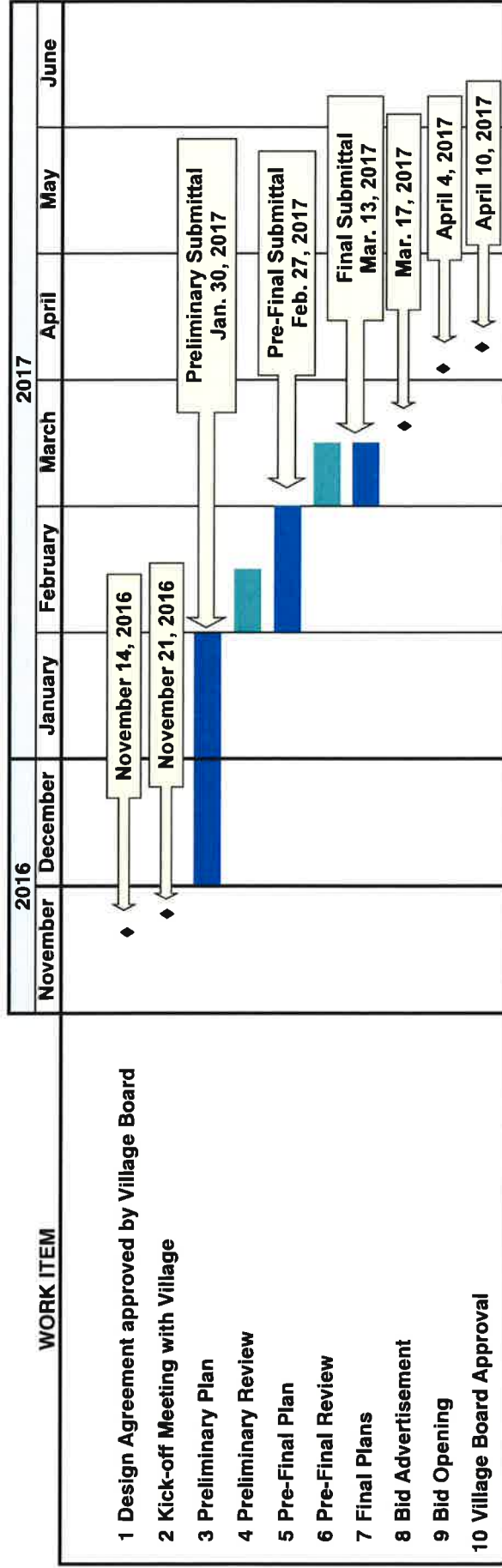
Subconsultant Qualifications



2017 Street Improvements

Village of Villa Park | November 3, 2016

Schedule



- ◆ Indicates Project Milestone
- Indicates Consultant Work Time
- Indicates Agency Review Time



Anticipated Project Schedule
Cost Calculations
Subconsultant Qualifications



2017 Street Improvements

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Cost Estimate of Consultant Services

Task	Personnel & Hours						Total Hours	% of Hours	Labor Cost
	Director of Design Services \$70.00	Project Manager \$50.50	Project Engineer \$38.00	Design Engineer \$30.00	QC/QA Engineer \$70.00				
Data Collection and Early Coordination	3	41	119	90		0	255	16.6%	\$ 9,569.75
Preliminary (65%) and Pre-Final (95%) P, S & E	21	55	441	466		8	991	64.6%	\$ 35,545.50
Final (100%) P, S & E	7	15	58	60		4	144	9.4%	\$ 5,531.50
Project Administration, Coordination and Permits	14	31	83	17		0	145	9.4%	\$ 6,209.50
Total Cost									\$ 56,856
Multiplier*	2.67								\$ 151,806
Direct Costs and Sub Consultant Expense (See attached calculation)									\$ 30,148
							1535	100.0%	\$ 181,955
Total Engineering Cost:									



2017 Street Improvements

Village of Villa Park | November 3, 2016

Manhours

Task	Personnel & Hours					Total	% of Hours
	Director of Design Services	Project Manager	Project Engineer	Design Engineer	QC/QA Engineer		
1 Data Collection and Early Coordination							
A. Initial Kick Off Meeting with Village	3	3	3			11	4.3%
B. Obtain and Review Record Data			4	2		6	2.4%
C. Preliminary Utility Company Coordination		4	2	2		4	1.6%
D. Review Geotechnical Data		4	8			12	4.7%
E. Field Survey and Preparation of Base Sheets		2	60	62		124	48.6%
F. Inspection and Condition Report of Utility Structures		30	24	24		78	30.6%
G. Sanitary Sewer Televising & Water Service Evaluation		2	18			20	7.8%
Sub-total Item 1	3	41	119	90	0	255	100.0%
2 Preliminary (65%) and Pre-Final (95%) P, S & E							
A. Pavement Design		1	4	4		9	0.9%
B. Drainage Design		2	16	24		42	4.2%
C. Sidewalks		2	24	24		50	5.0%
D. Preliminary and Pre-Final Plans							
Cover Sheet (1 sheet)		1	1	1		2	0.2%
General Notes, Index and List of Standards (2 sheet)		1	1	2		4	0.4%
Summary of Quantities (4 sheets)			3	3		6	0.6%
Typical Sections (4 sheets)		1	10	24		35	3.5%
Earthwork Schedules (2 sheets)		1	12	10		23	2.3%
Alignment, Ties and Bench marks 1"=50' (3 sheets)		1	16	6		23	2.3%
Staging and Maintenance of Traffic Plans (2 sheets)		2	2	20		24	4.4%
Roadway Removal, Prop. Plan and Profile (Recon or Rehab) (1"=20' H : 1"=50V) (11 sheets)		4	16	110		130	26.2%
Roadway Proposed Plan (Mill and Resurface) (1"=20') (5 sheets)		2	6	54		62	11.7%
Site Plans (Golf Course & Fire Station) (1"=20') (2 sheets)		2	6	50		58	10.9%
Pavement Marking, Signing and Landscaping (1"=40') (9 sheet)		1	10	24		35	3.5%
Roadway Construction Details (8 sheets)		1	8	16		25	2.5%
Cross Sections - 50' intervals, high and low-points, and driveways (design use only)		1	6	50		57	10.8%
Pre-Final Special Provisions		1	6	28		35	3.5%
Preliminary and Pre-Final Estimates of Cost and Time		1	2	24		27	5.1%
QC/QA Review		8			8	16	1.6%
Sub-total Item 2	21	55	441	466	8	991	100.0%
3 Final (100%) P, S & E							
A. Final Plans		1	10	40		51	70.1%
B. Final Special Provisions		1	3	10		14	11.1%
C. Final Quantity Calculations and Estimates		1	2	8		11	13.2%
D. Final QC/QA Review		4			4	8	5.6%
Sub-total Item 3	7	15	58	60	4	144	100.0%
4 Project Administration, Coordination and Permits							
A. Project Administration		8	8			16	11.0%
B. Project Submittals		2	16	3		21	14.5%
C. Design Review Meetings		9	9			18	18.6%
D. Utility Company Coordination		2	16	8		26	17.9%
E. Stormwater and Erosion Control Permitting		1	2	16	6	25	17.2%
F. Coordination with Other Consultants		4	4	8		16	8.3%
G. Bidding and Construction Assistance		4	4	10		18	12.4%
Sub-total Item 4	14	31	83	17	0	145	100.0%
Total Hours:	45	142	701	633	12	1535	
% of Hours:	2.9%	9.3%	45.7%	41.2%	0.8%	100.0%	



2017 Street Improvements

Village of Villa Park | November 3, 2016

Direct Costs

Item No.	Description	Cost
Item 1	Printing	
	Preliminary Plans	
	Village 1 sets X 53 sheets/set X \$0.60/sheet (24"x36")	\$ 31.80
	Village 2 sets X 53 sheets/set X \$0.15/sheet (11"x17")	\$ 15.90
	Utility Co. 10 sets X 53 sheets/set X \$0.15/sheet (11"x17")	\$ 79.50
	Pre-Final Plans	
	Village 1 sets X 53 sheets/set X \$0.60/sheet (24"x36")	\$ 31.80
	Village 2 sets X 53 sheets/set X \$0.15/sheet (11"x17")	\$ 15.90
	Utility Co. 10 sets X 53 sheets/set X \$0.15/sheet (11"x17")	\$ 79.50
	Pre-Final Specification Books	
	Village 4 books X \$20/book	\$ 80.00
	Final Plans	
	Village 2 sets X 53 sheets/set X \$0.60/sheet (24"x36")	\$ 63.60
	Village 2 sets X 53 sheets/set X \$0.15/sheet (11"x17")	\$ 15.90
	Utility Co. 10 sets X 53 sheets/set X \$0.15/sheet (11"x17")	\$ 79.50
	Final Specification Books	
	Village 4 books X \$20/book	\$ 80.00
	Total Item 1	\$ 573.40
Item 2	Shipping	
	10 overnight shipping items X \$20/each	
	Total Item 2	\$ 200.00
Item 3	Vehicle Expense	
	Mileage	
	Total Item 3	\$ 250.00
Item 4	Geotechnical Investigation	
	Midland Standard Engineering and Testing	\$ 6,770.00
	Total Item 4	\$ 6,770.00
Item 5	CCDD Testing and Certification	
	True North Consultants, Inc.	\$ 4,055.00
	Total Item 5	\$ 4,055.00
Item 6	Topographic Survey	
	Gentile & Associates	\$ 18,300.00
	Total Item 6	\$ 18,300.00
TOTAL DIRECT EXPENSES:		\$ 30,148



Anticipated Project Schedule

Cost Calculations

Subconsultant Qualifications



Gentile and Associates, Inc.



PROFESSIONAL LAND SURVEYORS

Since 1979

550 E. St. Charles Place
Lombard, IL. 60148
630.916.6262 (ph)
630.916.6264 (fax)

Tuesday, November 01, 2016

Mark J. Piasecki
Civitech Engineering, Inc.
Two Pierce Place, Suite #400
Itasca, IL 60143

Re: Village Of Villa Park 2017 Street Improvements Project-Proposal for Land Surveying Services

Mark,

Per your e-mail dated October 26, 2016 you would like a quote for preparing Topographic Surveys for several streets in the village similar to the work we completed about this time last year.

Having reviewed the scope of work requirements and deliverables I submit the following costs:

1) Adams Street from Addison to Ardmore.....	\$9,200.00
2) Grant Avenue from Terry Lane to Monroe.....	\$4,100.00
3) Cross Street from Julia Drive to Terry Lane.....	\$1,100.00
4) Sunset Drive from Harvard to Yale.....	\$1,450.00
5) East side of Harvard from Wildfire to dead end (revise datum accordingly).....	\$2,450.00
Total Amount.....	\$18,300.00

I understand that the schedule is tight but we were able to complete the work on time last year and so I believe we can accomplish the same this year even though the project is larger this time. If we find we are behind schedule due to weather or other unforeseen events I would contact you immediately to explain.

Please contact me at your convenience with any questions.

Sincerely,

Joseph Gentile-President
Gentile & Associates, Inc.

file.2017streets



Midland Standard Engineering & Testing, Inc.



www.mset.com

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive, Unit 6 East Dundee, Illinois 60118

(847) 844-1895 f(847) 844-3875

October 31, 2016

Mr. Derek N. Mall, P. E.
Civiltech Engineering, Inc.
450 E. Devon Avenue, Suite 300
Itasca, Illinois 60143

Re: Proposal for Pavement Section & Subsurface Soil Investigation
2017 Street Improvement Program
Villa Park, Illinois

Dear Mr. Mall:

We are pleased to have the opportunity to submit the following proposal for the performance of a pavement section and subsurface soil exploration with a summary report for the referenced project.

Project Description and Scope of Work

The proposed exploration program consists of performing eight (8) soil borings to a depth of ten feet (with the pavement section cored) and four (4) pavement cores with shallow depth subgrade probes on the following road sections scheduled for reconstruction:

Harvard Avenue	1 core
Ridge Road	1 boring w/core & 1 core only
W. Sunset Drive	1 boring w/core & 2 core only
W. Adams Street	3 borings with core
Grant Avenue	2 borings w/core
Cross Street	1 boring w/core

Method of Performance - Field Work

The soil borings will involve drilling test holes with a truck mounted drill rig that incorporates standard penetration testing and split-spoon sampling at 2-1/2 foot intervals. The borings will be performed in compliance with the current State of Illinois, Geotechnical Manual.

The pavement cores will be made with a 4-inch diameter core barrel/electric drill setup to sample all pavement components. A sample of the subgrade soil will be obtained with hand auguring equipment at each core location.

In our proposal, we have assumed that the final locations and elevations will be determined by the design engineer or will be referenced to centerline stationing provided by the design engineer.

Method of Performance - Analysis and Report

The roadway profile boring information will be present on boring logs and the pavement section core data will be tabulated. The results of this field exploration and laboratory testing would be used in an analysis and formulation of our recommendations. Major subject areas for our analysis, recommendations and report would consist of stating the subsurface soil and ground water conditions, a tabulation of the existing pavement section, and a review of subgrade conditions with recommendations for treatment areas/pavement rehabilitation. A written report summarizing and presenting the data and recommendations will be prepared by a Registered Professional Engineer.

Timing

We will begin on work after notice to proceed. We plan on mobilizing and doing all the borings and cores concurrently. Final report will be coordinated with the design engineer.

Fees

We propose to provide this work at the unit rates quoted on the attached Schedule of Services and Fees, Attachment 1.1. These estimated quantities and unit rates are based on information as outlined in this proposal and experience on past projects. On the basis of the above information, we estimate that these services can be provided for a fee of **\$ 6,770.00**.

General

MSET is acquainted with the local subsurface conditions and has participated in the planning, development and execution of numerous roadway soil explorations in this area. We are looking forward to working with you on this project.

Respectfully submitted,
MIDLAND STANDARD ENGINEERING & TESTING, INC.



William J. Wyzgala, P.E.
Project Engineer

WJW

Enclosure: Attachments 1.1 and General Conditions

**ATTACHMENT 1.1
SCHEDULE OF SERVICES AND FEES**

2017 Street Program
Villa Park, Illinois

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
<u>Field Services</u>			
Mobilization of equipment, traffic control and personnel, lump sum	1	\$400.00	\$400.00
Pavement Core w/ Shallow Depth Subgrade Probe, ea	4	\$175.00	\$700.00
Pavement Core w/ Ten Foot Deep Soil Boring, ea	8	\$320.00	\$2,560.00
Field Services Total:			<u>\$3,660.00</u>
 <u>Laboratory Services</u>			
Moisture Content Determinations, ea	40	\$6.00	\$240.00
Soil Classification, Grain Size by Hydrometer and Atterberg Limits, each	2	\$179.00	\$358.00
Laboratory Services Total:			<u>\$598.00</u>
 <u>Engineering Services for Pavement Survey Including:</u>			
Layout Coordination w/Design Engineer			
Utility Clearance and Permits			
Preparation of Pavement Core Logs & Boring Logs			
Recommendation for Subgrade Preparation/ Treatment and New Pavement Section			
Summary Report Preparation, Consultation			
Principal Engineer, per hr.	1	\$150.00	\$150.00
Project Engineer, per hr.	4	\$135.00	\$540.00
Staff Engineer, per hr.	8	\$100.00	\$800.00
Field Engineer, per hr.	10	\$95.00	\$950.00
Drafting/Word Processing, per hour	1	\$72.00	\$72.00
Estimated Cost:			<u>\$2,512.00</u>
TOTAL:			<u>\$6,770.00</u>

Midland Standard Engineering & Testing, Inc.

CIVIL • GEOTECHNICAL • CONSTRUCTION MATERIALS

FEE AND RATE SCHEDULE GENERAL CONDITIONS

ENGINEERING AND ASSOCIATED SERVICES

Fees for our services will be based upon the time worked on the project at the following rates:

Principal or Consulting Engineer.....
Project Engineer or Project Geologist.....
Senior Engineer, Senior Designer,
Or Senior Resident.....
Staff Engineer or
Senior Engineering Technician.....
Secretarial Services.....

SEE PROPOSAL

REIMBURSABLE EXPENSES

The following items are reimbursable to the extent of actual expenses:

1. Transportation, lodging, and subsistence for out of town travel
2. Special mailing and shipping charges.
3. Special materials and equipment unique to the project.
4. Automobile travel to projects.

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, we may obtain the service of reputable subcontractors to perform such work.

SPECIAL RATES

Per Diem or other special rates can be established for specific projects when conditions indicate the desirability of such rates.

ACCESS TO SITES

Unless otherwise agreed, the Client will furnish us with right-of-access to the site in order to conduct the planned exploration. We will take responsible precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. If the client desires, we will restore any damage to the site and add the cost of restoration to the fee.

INCREASES

Fee schedule increases made by our firm on an over-all client basis will be applied to work on all projects as they become effective. At least 30 days advance notice of such increases will be given.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at client's request, but each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1½% per month, or the maximum rate allowed by law, on past due accounts. The client's obligation to pay for the work contracted is in no way dependent upon the client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the client's successful completion of the project.

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.

INSURANCE

We maintain Workman's Compensation Insurance and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit \$1,000,000. each occurrence, \$1,000,000. aggregate), and property damage (limit \$1,000,000. each occurrence, \$1,000,000. aggregate). Within the limits of said insurance, we agree to hold the client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of ourselves, our employees, agents, subcontractors and their employees and agents. If the client places greater responsibilities upon us or requires further insurance coverage, we, if specifically so directed, will take out additional insurance (if producible) to protect us, at the client's expense. But we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

LIMITATION OF PROFESSIONAL LIABILITY

The Client recognizes the inherent risks connected with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against us on account of any design defect, error, omission, or professional negligence to a sum not exceed \$50,000., or the amount of our fee, whichever is greater.

Initial_____



True North Consultants



QUOTATION

1240 Iroquois Avenue Suite 206
 Naperville, Illinois 60563
 Phone: 630-717-2880
 Fax: 630-689-5881
mbredrup@consulttruenorth.com

DATE:	11/2/2016
Proposal #	T16-518
Customer ID	CIVI
Valid Until:	12/17/2016

CLIENT

Derek N. Mall, P.E.
 Civiltech Engineering, Inc.
 Two Pierce Place, Suite 1400
 Itasca, IL 60143
 630.735.3361
dmall@civiltechinc.com

PROJECT

Soil Management Consulting
 Village of Villa Park
 Portions of Harvard Ave, Ridge Rd, Sunset Dr,
 Adams St and Grant Ave
 Villa Park, IL 60181

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
PIP Evaluation	1	EA	\$ 500.00	\$ 500.00
Sampling Labor (est)	8	HR	\$ 90.00	\$ 720.00
Sampling Equipment, Field Supplies, Vehicle	1	DAY	\$ 300.00	\$ 300.00
Soil Characterization Analytical				
Discrete Soil RCRA Metals	6	EA	\$ 85.00	\$ 510.00
Discrete Soil pH	9	EA	\$ 15.00	\$ 135.00
Discrete Soil BETX	6	EA	\$ 65.00	\$ 390.00
Discrete Soil PNAs	6	EA	\$ 125.00	\$ 750.00
TCLP RCRA Metals (if necessary)	TBD	EA	\$ 85.00	TBD
LPC-663 Certification	1	LS	\$ 750.00	\$ 750.00
Waste Characterization Analytical (if necessary)	1	EA	\$ 1,500.00	TBD
Correspondence and Meetings (est.)	2	HR	\$ 125.00	TBD
4 Day Rush Analysis Surcharge			50%	
3 Day Rush Analysis Surcharge			75%	

Subtotal \$ 4,055.00

Comments: True North has assumed nine (9) soil samples will be collected from representative depths and locations from the proposed soil borings to be performed by MSET, and that the borings will be completed in one day. The selected analytical parameters are based on the preliminary historical and environmental database information. Additional analytical may be required based on the final disposition of the soil. True North has assumed a standard turn-around-time of five to seven days. The laboratory analysis can be expedited if necessary for a surcharge, as identified. In addition to soil assessment, costs for waste characterization analytical and profile consulting have been included in the above matrix for reference. The above costs do not include additional delineation sampling.

TERMS AND CONDITIONS

1. The attached terms and conditions shall apply to this scope of work.
 2. Payment will be due upon receipt of invoicing.
 3. Please fax, mail, or e-mail the signed price quote to the address above.
 Client Acceptance (sign below):
 x _____
 Print Name:

Other	\$ -
TOTAL Due	\$ 4,055.00

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.486.7335.

Marjory Bredrup, Project Manager

Thank You For Your Business!

SCHEDULE OF TERMS & CONDITIONS

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify True North in writing within fourteen (14)

calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim

SCHEDULE OF TERMS & CONDITIONS

against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and Client assumes full responsibility for such changes unless Client has given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North 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.

16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the State of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED: January 19, 2015