



January 9, 2015
Project 14-728

Mr. Vydas Juskelis, PE
Public Works Director
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

RECEIVED
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Village of Villa Park
Dept. of Public Works

RE: 2015 Pavement Resurfacing Program
Referendum Year 1 Projects
Proposal/Agreement for Design Engineering Service

Dear Vydas:

Per our scoping meeting of December 17, 2014 the Village desires to have Robinson Engineering, Ltd. develop final engineering plans and contract specifications for the 2015 roadway program, which entails 15 streets and 23,615 feet (4.5 miles) of roadways. The work will be a mixture of composite pavements, concrete pavements and HMA surface streets. Additionally, Home Alley and Grant Avenue will be reconstructed. We anticipate two separate contracts, one for the HMA/Composite work and one for the Concrete streets to better provide competitive bids. The Scope of Work is delineated in the attached summary and minutes from our field review. We have estimated the man-hours needed based on the outlined scope.

Note that we will be providing a credit in the amount of \$23,263 against the fee per our previous offer to offset the extra work we completed as part of the project initiation costs. We are happy to offer this credit to Villa Park as we demonstrate how we will attack the projects in a most cost effective manner.

Phase II Engineering Services

Task 1a – Early Coordination and Data Collection. This work item would include collecting available existing information. This item includes:

- a. Assembling base drawings based on the low altitude aerial GIS to be provided by the village.
- b. Obtain public and private utility atlases and coordinate with utilities as necessary.
- c. Obtain pavement cores/soil borings & report from Village for Grant Avenue.
- d. Obtain right-of-way data as needed for Grant Avenue and Home Alley.

Task 1b - Field Survey. A full design topographic survey will be completed for Grant Avenue and Home Alley. The topography will generally extend from back of walk to back of walk along Grant Avenue and to the fence line along the alley. All physical details will be picked up, including, but not limited to,

pavement, curb and gutter, driveways, sidewalks, signage, walls, fences, trees, landscaping, existing utilities, including storm, sanitary, water, and gas; with rim and invert elevations as well as size of pipe and direction of flow. We will also locate and survey as many property corners and/or other survey monuments as possible. All elevations are to be relative the DuPage County Datum.

This work item would also include inputting topographic information into a computer-aided design (AutoCAD) workstation. The preparation of the base sheets would include identification and "plotting" of all existing known utilities within the project limits. Existing cross section information would be generated from the survey data and plotted on cross section sheets. Base sheets will be provided to the Village for review prior to beginning preparation of pre-final contract plans. Electronic versions of all CAD files will also be provided to the Village.

Field measurements of the required work on the resurfacing streets will be obtained for inclusion in the bidding documents.

Task 2 – Pre-Final Contract Plans We will prepare pre-final contract plans in accordance with the requirements of Villa Park and the Illinois Department of Transportation for MFT Projects. We anticipate that the plans will be prepared using existing and proposed "plan and profile" or "plan" views at a 1" = 20' scale. It is anticipated that the contract plans will include the following drawings:

1. Cover Sheet with Index of Drawings
2. Summary of Quantities
3. Typical Sections & General Notes
4. Plan and Profile Sheets for reconstruction street and alley
5. Drainage and Utility Sheets for reconstruction street and alley
6. Plan sheets for the resurfacing streets
7. Cross Sections for Grant
8. IDOT Highway Standard details
9. Village of Villa Park standard construction details

For the reconstructions, designs will be based on the following:

- a. Pavement will be rehabilitated in accordance with the 3R guidelines.
- b. Pavement cross section will match approximately the existing back to back of curb and to the current Village composition requirement.
- c. Review of the existing drainage to see if catch basins and/or inlets can be added if necessary. No new main drains will be considered for these streets. Pavement design will be per the Village standard and/or the existing geotechnical report provided by the Village.
- d. Water system improvements as determined necessary, including the replacement of all lead water services, the replacement of any substandard fire hydrants, valves or other system components, and the installation of any additional fire hydrants, valves or other system components as determined necessary by the Village.

- e. Replacement of any substandard manholes with precast structures.
- f. Permit application to be prepared and submitted to the Village of Villa Park for a DuPage County Stormwater Permit, along with all documentation and exhibits, and all coordination with the Village and other entities as may be necessary to review the application and issue a storm water permit. This will include a pre-application meeting and submission for BFE only.
- g. Permit applications to DuPage County Highway or Illinois Department of Transportation will be made, but will not include any fees, if required.

Task 3 – Special Provisions, Bid Documents, Quantities & Estimates This task will include preparing detailed special provisions supplementing IDOT's "Standard Specifications for Road and Bridge Construction". Quantities will be calculated, Schedules of Quantities will be prepared, and an Engineer's Estimate of Probable Cost will be prepared. Electronic versions of these items will be provided to the Village in Microsoft Excel format.

Task 4 – Final Contract Plans After completion of the Village's review and resolution by Robinson Engineering of other agency concerns, the contract plans, bidding documents and cost estimate will be finalized and released to the Village.

Task 5 – Bidding Services, Contract Award and Contract Execution

In addition to the bidding services, completion of a special waste assessment and any environmental testing necessary to provide a completed, certified LPC-663 form for the project area as a part of the bidding documents. Three soil samples would be provided where the CCDD facility allows the PE to determine the testing for a cost of \$5,242.00 and the Village would provide the equipment necessary to collect these samples.

Task 6 – Construction Engineering This work is not part of this agreement and will be covered thru a separate construction engineering agreement.

Additional Services

- a. Existing storm, sanitary or combined sewers can be cleaned and televised per the attached agreement
- b. No land acquisition is anticipated as a part of this project, but if determined necessary, review or determination of existing right-of-way or easements and preparation of proposed easements will be done on a time and material basis per the attached rate schedule. An estimate of this work will be provided to the Village upon determination of affected properties.
- c. A geotechnical report can be prepared if an existing one is not available.
- d. Any other full utility replacements such as water main or sanitary.

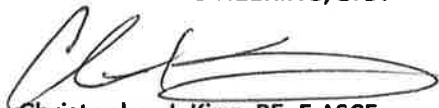
We have estimated that this scope of work will require 1,769 manhours and based on our current hourly rates will complete the above scope of services, excluding any items noted as additional, at a lump sum fee of \$198,022 less the previously noted credit of \$23,263 for a total fee of \$174,759.

Our Standard Terms and Conditions are attached hereto and made a part of this proposal.

Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

ROBINSON ENGINEERING, LTD.



Christopher J. King, PE, F.ASCE
President

Accepted and Approved:

By: Deborah Bullwinkel



Signature
Title: President

Date: 1/26/15

Christopher J. King, PE



President



STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions supplement the Agreement between the Local Agency ("LA") and the Consultant/Consulting Engineer (herein "REL"):

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by LA, LA's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment made to REL's compensation and agreed to in writing by REL and LA.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – LA may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to LA. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

LA shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/ termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on LA's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. LA shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – LA agrees to obtain legal right-of-entry on the property when entry to property is required by the work.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of

construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to LA for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for LA's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when LA and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, LA and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by LA or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of LA and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon LA and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

LA's Initial: REL Date: 1/26/15
Supplements BLR 5510, 5511, 5512, 5520, 5530, 5610 & 5611

Villa Park – Year 1 streets

1. Grant Ave, Washington Blvd to south end,
 - a. current OCI=37, 506 feet
 - b. Existing roadway is uncurbed on east side and curbed on west. Curb in reasonably good shape and can be salvaged. Pavement structure is failed.
 - c. Scope of work – Perform a full topo and verify drainage. Roadway to be cored out, base recompacted, a ribbon curb installed along the eastside and a new HMA pavement installed.
 - d. Soil borings to be provided by Villa Park.
 - e. Drainage will be reviewed to see if an outlet exists. If not, existing drainage patterns shall be maintained.



2. Home Alley – Ardmore to Harvard
 - a. Current OCI = 37-55, failed alley pavement, 18' wide, poor drainage. 1335 feet
 - b. Core out alley and replace. Investigate drainage at east and west ends for nominal extensions in alley.
 - c. Include parking lots for public works garages in scope.

3. Cornell Street – St. Charles to METRA Lot
 - a. Current OCI = 69-77, HMA overlay, 2,400 feet
 - b. Curb in good shape.
 - c. Patch, Grind and overlay



4. Illinois Ave. – Division St. to METRA lot
 - a. Current OCI = 68, HMA Overlay, 700 feet
 - b. Uncurbed street, consider ribbon curb or stone shoulder
 - c. Maintain existing drainage.
 - d. HMA patch, grind and overlay



5. Division Street – Ardmore to Harvard
 - a. Current OCI = 72-75; 1,300 feet
 - b. Curbed street. Curb and gutter in good shape.
 - c. Mill and resurface.

6. Terrace Street – Ardmore to Yale
 - a. Current OCI = 59-69; 900 feet
 - b. Concrete Street
 - c. Question on Water Main to be resolved by Villa Park
 - d. Many failed joints. Pavement not salvable for a surface pavement.
 - e. Investigate the conversion to a composite street with patching, reflective crack control and HMA overlay



7. Stone Drive – Second to Addison and Addison to Michigan
 - a. Current OCI = 58-68
 - b. Length = 1,830 feet
 - c. Segment west of Addison carries cut-through traffic
 - d. Concrete pavement (except eastern most block)
 - e. Industrial Area, lots of on street parking, service trucks
 - f. Many failed joints. Pavement not salvable for a surface pavement.
 - g. Investigate the conversion to a composite street with patching, reflective crack control and HMA overlay

8. Ridge Road – Westmore to Addison

- a. Current OCI = 69-73
- b. Length = 1,300 feet
- c. Concrete pavement
- d. Pavement might be salvable for a surface pavement. Run a cost effective analysis of composite pavement versus diamond grind.
- e. Investigate the conversion to a composite street with patching, reflective crack control and HMA overlay

9. Biermann Ave – Terrace to Sunset

- a. Current OCI = 53-62
- b. Length = 2,330 feet
- c. Concrete pavement
- d. Many failed joints. Pavement not salvable for a surface pavement.
- e. Investigate the conversion to a composite street with patching, reflective crack control and HMA overlay



Photo 1 - Typical Concrete street in NW section

10. Second Street – Terrace to Stone Road

- a. Current OCI = 54-64
- b. Length = 3,550 feet
- c. Concrete pavement
- d. Many failed joints. Pavement not salvable for a surface pavement.
- e. Investigate the conversion to a composite street with patching, reflective crack control and HMA overlay

11. Third Street – Terrace to Stone Road

- a. Current OCI = 50-67
- b. Length = 3,350 feet
- c. Concrete pavement
- d. Many failed joints. Pavement not salvable for a surface pavement.
- e. Investigate the conversion to a composite street with patching, reflective crack control and HMA overlay

12. Ellsworth Avenue

- a. Current OCI= 72-85
- b. Length = 2,600 feet
- c. Concrete Pavement
- d. Industrial Park
- e. Truck traffic
- f. Pavement salvageable for a surface pavement. Need to patch, reseal joints and diamond grind.

13. Sidney Court and Adele Ct – Ellsworth to east end

- a. Current OCI= 74
- b. Length = 965 feet combined
- c. Concrete Pavement
- d. Industrial Park
- e. Truck traffic
- f. Pavement salvageable for a surface pavement. Need to patch, reseal joints and diamond grind.

14. Armitage Ave – Ellsworth to Villa Ave.

- a. Current OCI= 65
- b. Length = 650 feet combined
- c. Shared jurisdiction with Addison
- d. Concrete Pavement
- e. Industrial Park
- f. Truck traffic
- g. Pavement salvageable for a surface pavement. Need to patch, reseal joints and diamond grind.
- h. South 7 feet of pavement may need full replacement
- i. Possible cost sharing with Addison



Photo 2 - Typical section Ellsworth, Adele, Sidney

2015 Street Improvement Program
Proposed Street List

STREET	FROM	TO	OCI	LENGTH	REFERENDUM COST	NON-REFERENDUM COST	TOTAL COST
ADELE CT	ELLSWORTH AVE	EAST END	74.20	518.05	\$81,893.34		\$81,893.34
ARMITAGE AVE	ELLSWORTH AVE	VILLA AVE	65.65	632.15	\$159,908.66		\$159,908.66
BIERMANN AVE	SUNSET DR	TERRACE ST	58.29	2317.09	\$647,858.36		\$647,858.36
CORNELL AVE	METRA PARKING LOT	ST CHARLES RD	72.71	2322.58		\$243,480.71	\$243,480.71
DIVISION ST	HARVARD AVE	ARDMORE AVE	74.55	1306.89		\$65,841.12	\$65,841.12
ELLSWORTH AVE	ARMITAGE AVE	NORTH AVE	85.05	2,644.12		\$205,871.18	\$205,871.18
GRANT AVE	WASHINGTON BLVD	SOUTH END	37.15	506.54	\$118,023.82		\$118,023.82
HOME ALLEY	HARVARD AVE	ARDMORE AVE	46.05	1335.91	\$178,905.07		\$178,905.07
ILLINOIS AVE	NORTH END	DIVISION ST	68.53	698.02		\$63,882.79	\$63,882.79
RIDGE RD	WESTMORE AVE	ADDISON RD	70.79	1326.67	\$171,228.24		\$171,228.24
SECOND AVE	STONE RD	TERRACE ST	59.24	3,537.93	\$832,173.91		\$832,173.91
SIDNEY CT	ELLSWORTH AVE	EAST END	74.60	447.76	\$38,964.08		\$38,964.08
STONE RD	NORTH AVE	MICHIGAN AVE	62.79	1835.92	\$416,959.31		\$416,959.31
TERRACE ST	ARDMORE AVE	YALE AVE	64.40	857.40	\$157,183.28		\$157,183.28
THIRD AVE	STONE RD	TERRACE ST	59.77	3,342.49	\$805,474.53		\$805,474.53
TOTALS				23,629.52	\$3,608,572.62	\$579,075.80	\$4,187,648.41