

RESOLUTION NO. 15-98

**A RESOLUTION AUTHORIZING ENGINEERING SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF VILLA PARK AND ROBINSON ENGINEERING  
FOR THE 2016 COLLEGE STREETS WATER MAIN  
AND STREET IMPROVEMENTS PROJECT**

WHEREAS, the Village of Villa Park (the "Village") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village of Villa Park has a satisfactory relationship with Robinson Engineering and received a proposal from Robinson Engineering to perform Phase II design engineering services for the proposed 2016 College Streets Water Main and Street Improvements Project, which consists of data collection, field survey, plan preparation, specifications, cost estimates, and bidding assistance, which services shall be completed at a cost not to exceed \$237,519.00; 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 Robinson Engineering as is more particularly set forth in a document styled "**Proposal for Design Engineering Services for the College Streets Water Main and Street Improvements Project**" dated October 21, 2015 a copy of which is attached hereto as Exhibit A; and

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 agreement styled "**Proposal for Design Engineering Services for the College Streets Water Main and Street Improvements Project**" dated October 21, 2015 attached as Exhibit A be and the same is hereby approved and the Village Manager is hereby authorized and directed to execute same 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.

RESOLUTION NO. \_\_\_\_\_


PASSED AND APPROVED THIS 16th DAY OF November, 2015.



VILLAGE OF VILLA PARK

  
\_\_\_\_\_  
President, Village of Villa Park

ATTEST:

  
\_\_\_\_\_  
Clerk, Village of Villa Park

ADOPTED this 16th day of November, 2015, pursuant to a roll

call vote as follows:

AYES:	6
NAYS :	0
ABSENT:	1
ABSTAINING:	0



15-261

October 21, 2015  
Project 15-557

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

RE: College Streets Water Main and Street Improvements  
Proposal/Agreement for Design Engineering Service

Dear Vydas:

Per our meeting of September 21, 2015 the Village desires to have Robinson Engineering, Ltd. develop final engineering plans and contract specifications for the referenced water main and roadway reconstruction project. The limits of the project are as follows:

Street	From	To	Water Main	Roadway	Length	
Iowa Ave.	Vermont Ave	Stone Road	x	x	2,240	31.6%
Wisconsin Ave	Vermont Ave	Stone Road		x	2,130	30.1%
Michigan Ave	Vermont Ave	Stone Road	x	x	2,050	29.0%
Vermont Ave	Wisconsin Ave	Harvard Ave	x	x	660	9.3%
					7,080	

The current construction budget for this work in the village's CIP planning documents is \$2,821,300.

In addition to the rehabilitation of the pavement, the project will include sidewalk accessible handicapped ramps, new water mains on the noted streets, upgraded utility system structures, and miscellaneous work outlined herein. The detailed scope of work is attached to this document.

The plans and specifications will be prepared in accordance with typical MFT guidelines and details per the Standard Specifications for Water and Sewer Construction in Illinois. We have prepared the following scope of services for the preparation of contract plans and supporting documents that address the Village's request, supplemented by our understanding of the required work and agency reviews/approvals.

Phase II Engineering Services

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

- a. Early coordination with IEPA and the related documents they need for the Public Water Supply Loan Program (PWSLP). Villa Park has prepared a project specific scoping document and loan application.
- b. Edits to project plan and coordination of loan application submittal.
- c. Collection and review of previous studies and existing roadway plans, obtained from the Village, if available.
- d. Obtain public and private utility atlases and coordinate with utilities as necessary.
- e. Obtain pavement cores/soil borings & report. Geocon Professional Services will be used for the borings.
- f. Existing ROW data shall be as provided by the village GIS system.

**Task 1b - Field Survey.** A full design topographic survey will be completed for the entire project limits. The topography will generally extend from right-of-way to right-of-way, but will also include surveying of driveways, sidewalks, fences and other features on private property as may be necessary to ensure proper transitions in elevation with private property. The survey will also extend approximately 100' beyond our project limits. All visually available 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. Locate and survey as many property corners and/or other survey monuments as practical. Datum to be consistent with Villa Park system.

This work item also includes 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 will be generated from the survey data and plotted on cross section sheets for quantity purposes. Cross sections will not be provided in the plan set. Base sheets will be provided to the Village for review prior to beginning preparation of pre-final contract plans.

The village owned utility structures located in vaults in the project limits will be inspected.

**Task 2 – Pre-Final Contract Plans** We will prepare pre-final contract plans in accordance with the requirements of Villa Park, IEPA and the Illinois Department of Transportation for MFT Projects. We anticipate that the plans will be prepared using existing and proposed "plan and profile" 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
5. Drainage and Utility Sheets
6. Water Main Replacement Sheets, only if the drainage and utility sheets are too cluttered.
7. Village of Villa Park standard construction details
8. IDOT Highway Standard details

Designs will be based on the following:

- a. Pavement cross section will match approximately the existing back to back of curb and to the current Village composition requirement.
- b. Storm sewer sizing will not be required as the existing system shall remain in place and be used.
- c. Existing Inlets shall be replaced as needed and all drainage structures that are brick structures shall be replaced.
- d. Other drainage work will be completed in accordance with asset inspections done during the field work.
- e. Pavement design will be per the Village standard and/or the geotechnical report.
- f. On Wisconsin Ave.: 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.
- g. Because the sanitary sewers have been all lined previously the project area no sanitary work is included.
- h. No survey of sidewalk sections for removal/replacement, other than ADA curb ramps, is included.
- i. IEPA water permit application will be submitted.

The engineer shall respond to the village's review comments with a completed disposition of comments addressing the concerns or questions raised through the review.

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 Preparation of the bidding document package and review of the bids for a recommendation of award to the village.

#### Additional Services

- a. 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.

We will complete the above scope of services, excluding any items noted as additional, at a cost not to exceed fee of \$237,519 as enumerated in the following table:

Amended Submittal

<u>Street</u>	<u>Length</u>	<u>Fee Used</u>
Iowa	2,240	85,770.09
Wisconsin	2,130	47,982.43 With Patch and overlay.
Michigan	2,050	78,494.94
Vermont	660	25,271.54
	7,080	<u>237,519.00</u>


Soil boring will be completed by our subconsultant, Geocon Professional Services, and the cost is included above.

Attached is Exhibit A which outlines the requirement of the IEPA. Exhibit A is part of the service agreement by reference. Robinson Engineering's Standard Terms and Conditions are also attached.

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

Very truly yours,

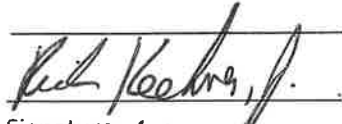
ROBINSON ENGINEERING, LTD.



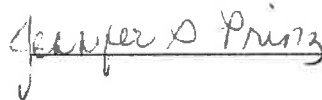
Christopher J. King, PE  
President

Accepted and Approved:

By:

  
Signature  
Title: *Village Manager*

Jennifer Prinz, PE

  
Director of Engineering

Date: *11-16-15*

**A1. Audit, Access to Records**

The ENGINEER agrees to include subsections (i) through (iv) below in all contracts and subcontracts directly related to project performances which are in excess of \$25,000.

- i) To maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this agreement consistent with generally accepted accounting principles in accordance with the American Institute of Certified Public Accountants Professional Standards. The IEPA or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- ii) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- iii) The ENGINEER agrees to disclosure of all information and reports resulting from access to records pursuant to subsection (i) above, to the IEPA. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity for an audit exit conference to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- iv) Records under subsection (i) above shall be maintained and made available during performance on IEPA loan work under this agreement and until three years from date of final IEPA loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation or exception.

**A2. Covenant Against Contingent Fees**

The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**A3. DBE/MBE/WBE**

The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises, minority business enterprises and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

**A4. Non-Discrimination**

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**A5. Certification of no Disbarment or Suspension**

The ENGINEER certifies that no person(s) performing services under this agreement has not been disbarred or suspended in accordance with federal Executive Order 12549.



EPA Project Control Number

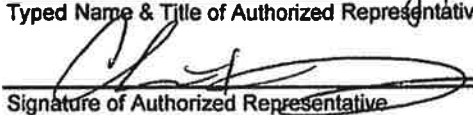
United States Environmental Protection Agency  
Washington, DC 20460

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.  
Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

CHRISTOPHER J. King, President 10/21/15  
Typed Name & Title of Authorized Representative Date  
  
Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.



**ROBINSON ENGINEERING, LTD ("REL")**  
**STANDARD TERMS AND CONDITIONS**

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**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 Client, Client'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 shall be made to REL's compensation and agreed to in writing by REL and Client.

**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** – Client 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 Client. 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.

Client 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 Client'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 shall 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. Client 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** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIROMENTAL 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 Client 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 \$1,000,000 (one million dollars).

**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.

**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 Client 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 Client 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 Client 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.

### Scope of Work Notes

Iowa – Vermont to Stone (WM replacement, pavement repairs), 2,240 feet

Replace existing water main and services. Services to be replaced through and including a new b-box. Existing water main is located on the west side of street. The preference is to place the new main in the street, however consider replacement under the sidewalk if more cost effective and approved by the village. Existing pavement is bituminous on the main block sections. The east west intersections are concrete pavement. The following observations were made on the condition of the pavements (9/16/15):

- Vermont to Plymouth – poor condition, likely needs reconstruction. Large silver maples
- Plymouth to Sunset – high crown, west curb line heaved and in poor condition.
- Sunset to Ridge – curb and gutter heaved on both sides.
- Ridge to Stone – Concrete pavement, industrial users, 90 degree parking along roadway both sides. Likely will replace ½ of roadway for WM to centerline joint.

Considerations: If we need to open cut roadway rather than place under sidewalk, use the west side and replace the curb for the entire length. If funding does not allow full reconstruction, the east half will be patched and the entire roadway overlain with HMA. Fairly extensive curb and gutter replacement will be needed for some of the East side. Topography will be taken to determine ability of curb and gutter to drain properly.

Wisconsin – Vermont to Stone (Pavement repairs) 2,130 feet

Existing pavement is bituminous on the main block sections. The east west intersections are concrete pavement. The roadway is programmed to be reconstructed. The following observations were made on the condition of the pavements (9/16/15):

- Vermont to Plymouth – curb and gutter in poor condition. High Crown. Reconstruct.
- Plymouth to Sunset – curb and gutter in decent shape. May be able to grind and overlay.
- Sunset to Ridge – bituminous patching completed. Curb and gutter in decent shape. May be able to grind and overlay.
- Ridge to Stone – Concrete pavement, industrial users, 90 degree parking along roadway west side.

Considerations: Topography will be taken to determine ability of curb and gutter to drain properly on sections that might warrant a grind/overlay.

Michigan – Vermont to Stone (WM replacement, pavement repairs) 2,050 feet

Replace existing water main and services. Services to be replaced through and including a new b-box. Existing water main is located on the east side of street. The preference is to place the new main in the street, however consider replacement under the sidewalk if more cost effective and approved by the village. Existing pavement is bituminous on the main block sections. The east west

intersections are concrete pavement. The following observations were made on the condition of the pavements (9/16/15):

- Vermont to Plymouth – poor condition, likely needs reconstruction.
- Plymouth to Sunset – poor condition, likely needs reconstruction.
- Sunset to Ridge – poor condition, likely needs reconstruction.
- Ridge to Stone – bituminous pavement, industrial users, short block.

Considerations: May be able to locate under walk. Full pavement reconstruction is warranted. Topography will be taken to determine ability of curb and gutter to drain properly

Vermont - Wisconsin to Harvard (WM replacement) 660 feet

Replace existing water main and services. Services to be replaced through and including a new b-box. Existing water main is located on the south side of street. Consider replacement under the south 6' of pavement. Existing pavement is concrete throughout. Joint spacing is 6'-9'-9'-6', with integral curb and gutter (33' back to back +/-)

Considerations: Consider replacement under the south 6' of pavement. Full lane concrete patch. Further roadway improvements to be completed when Vermont is programmed for repairs.

#### Funding Sources

Watermain replacements – IEPA – State Revolving Loan Fund. Robinson Engineering Ltd. to handle all coordination. Villa Park has submitted a project specific scoping document and loan application. Robinson Engineering Ltd. will follow up with IEPA on status and requirements for this contract.

Roadway work to be funded by referendum and street improvement funds.

Any sanitary work, if any, will be funded by the Sewer fund.

#### Items to note:

1. Geotech subconsultant to be included in agreement
2. Full MH inspections per Villa Park standard coding. Villa Park has existing GPS coordinates available.
3. Note – all existing sanitary sewer have been lined.



October 21, 2015

Mr. Chris King, PE  
Robinson Engineering, Ltd.  
300 Park Boulevard, Suite 309  
Itasca, Illinois 60143

Subject: Proposal for Pavement Geotechnical Report  
Street Reconstruction Project  
Various Streets  
Villa Park, Illinois  
GEOCON Proposal No. 15-P335 **REVISED**

Dear Chris:

In accordance with your request, GEOCON is pleased to submit this proposal for providing geotechnical engineering services on the above referenced project site. A brief discussion of the scope of services to be provided is included in the following paragraphs.

#### **PROJECT UNDERSTANDING**

It is understood that Villa Park is planning to rehabilitate various streets in the Village, including Iowa, Wisconsin and Michigan Avenues between Vermont Street and Stone Road, as well as Vermont Street between Wisconsin Avenue and Harvard Avenue. New water mains are planned as part of the street reconstruction projects, as well as drainage improvements.

#### **SCOPE OF WORK**

As requested, GEOCON proposes to perform a total of 11 soil borings for the project extending to a depth of 10 feet below grade. The subsurface exploration will be performed with a truck-mounted drill rig, utilizing continuous flight hollow stem augers to advance the test holes. The pavement section at each boring will be cored to determine the section thickness and condition of the pavement structure. The aggregate base will be removed and DCP tests will be performed at the subgrade level. Soil samples will be secured by the Standard Penetration Test method at 2.5 foot intervals in the upper 10 feet and 5 foot sample intervals thereafter. Groundwater level observations will be noted during the drilling activities and in the open bore holes upon completion. Laboratory visual classification and other testing will be performed to determine the behavioral characteristics of the subsurface materials encountered.

#### **GEOTECHNICAL REPORT**

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis, and presented in a written report for the pavement improvement project.

**FEE PROPOSAL**

GEOCON proposes to perform the services on a unit charge basis pursuant to the General Conditions, both of which are enclosed herein. A summary of the anticipated cost for the outlined services is shown on the attached Estimate Worksheet, and will be on the order of **\$10,492.00**. Final compensation will depend upon the actual number and depth of borings drilled, laboratory tests performed, and required engineering time. Any special equipment required for site access, or any delays beyond the control of our personnel, will be considered as additional costs.

GEOCON will contact "JULIE" to ascertain the location of utility conduits, however, GEOCON cannot be held responsible for damage to underground utilities and/or structures that are not located prior to drilling.

**AUTHORIZATION**

GEOCON will proceed with the work on the basis of written authorization, which may be in the form of a copy of the proposal signed and returned to GEOCON.

Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at (815) 412-2031. We are looking forward to working with you on this project.

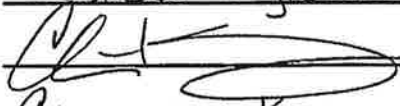
Sincerely,  
GEOCON PROFESSIONAL SERVICES, LLC



Kenneth K. Rippey, P.E.  
Senior Geotechnical Engineer

Attachments: Estimate Worksheet  
Standard Fee Schedule  
Geotechnical General Conditions

**ACCEPTANCE OF PROPOSAL AND ENCLOSURES**

FIRM: ROBINSON ENGINEERING  
SIGNATURE:   
NAME (PRINT): CHRISTOPHER KING  
TITLE: PRESIDENT  
DATE: 10/21/15



**GEOCON  
Estimate Worksheet**

Client: Mr. Chris King, PE  
 Robinson Engineering, Ltd.  
 Project: Street Reconstruction  
 Villa Park, Illinois  
 GEOCON Proposal No.: 15-P335 **REVISED**  
 Date: October 21, 2015

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
<b>I. Field Exploration Services</b>			
1. Mobilization of truck-mounted drilling equipment	1 Lsum	\$750.00	\$750.00
2. ATV-mounted drill rig	0 Day	\$300.00	\$0.00
3. Drilling support vehicle	1 Day	\$100.00	\$100.00
4. Project Engineer for staking and project coordination	8 Hours	\$125.00	\$1,000.00
5. Soil drilling with Split-spoon sampling at 2.5-ft. intervals	1 Day	\$2,060.00	\$2,060.00
6. Thin Wall Tube (TWT) Sampling	6 Each	\$42.00	\$252.00
7. Pavement core with subbase thickness	11 Each	\$75.00	\$825.00
8. DCP Testing	11 Each	\$25.00	\$275.00
9. IDOT Highway Permit	0 Lsum	\$500.00	\$0.00
10. Traffic control including signage and 2 flaggers	0 Days	\$1,800.00	<u>\$0.00</u>
			<b>Subtotal For Field Exploration Services: \$5,262.00</b>
<b>II. Laboratory Soil Testing Services</b>			
1. Rimac compressive strength tests, calibrated hand penetrometer tests, visual engineering classification and moisture content tests	18 Tests	\$15.00	\$270.00
2. Extrude and classify TWT	6 Tests	\$40.00	\$240.00
3. Unconfined Compressive Strength Tests	4 Tests	\$100.00	\$400.00
4. Grain size analyses including hydrometer	4 Tests	\$240.00	\$960.00
5. Atterberg Limits Tests	4 Tests	\$125.00	\$500.00
6. Standard Proctor/IBR Test	0 Tests	\$475.00	<u>\$0.00</u>
			<b>Subtotal for Laboratory Services: \$2,370.00</b>
<b>III. Engineering Services for Pavement Report</b>			
1. Senior Geotechnical Engineer - Pavement Report	12 Hours	\$155.00	\$1,860.00
2. Project Engineer to prepare exhibits	8 Hours	\$125.00	<u>\$1,000.00</u>
			<b>Subtotal for Engineering Services: \$2,860.00</b>
			<b>Total Estimated Fee: \$10,492.00</b>

## GEOCON PROFESSIONAL SERVICES, LLC. Standard Fee Schedule

### Field Services

Mobilization of drilling Equipment:	\$750.00	Boring layout	\$125.00/hour
Support Vehicle	\$100/day	All terrain drill rig	\$300.00/day
Standby & Problem Access Time:	\$300.00/hour		

Soil drilling with Split Spoon (ASTM D-1586) or Shelby Tube (ASTM D-1587) sampling at 5 foot intervals.

Depth Range	Unit Charges Per Foot 3 1/4", 4 1/4" I.D. Auger		Extra SS OR ST Samples
	Easy Drilling	Hard Samples Drilling	
0 – 25 ft.	\$18.00	\$22.00	\$15.00
25 – 50	\$20.00	\$26.00	\$23.50
50 – 75	\$25.00	\$35.00	\$37.00
75 – 100	\$30.00	\$40.00	\$52.00

\*N-count of 40 blows or less, or Qu or Qp less than 4 tsf.  
 \*\*N-count greater than 40 blows, or Qu or Qp greater than 4 tsf.  
 Drilling with 6 1/4", 9 1/4" and 12 1/4" I.D. Auger will be quoted upon request.

Auger Drilling without sampling	\$15.00/ foot	Shelby Tubes 2" diam.	\$50.00/ea.
Rock Coring with Diamond Bit	\$60.00/foot	3" diam.	\$50.00/ea.
Rock Boring with 3" Roller Bit	\$48.00/foot	Drilling mud as needed	\$8.00/foot
Rock Coring & Boring set up charge	\$0.00/hole	Pvmnt cold-patch	\$25.00/boring

### Laboratory Testing

Unconfined compression test, Without stress strain curve	\$100.00/test	Preparation of Shelby Tube Sample	\$40.00/tube
With stress strain curve	\$100.00/test	Moisture Density Relationship	
Hand Penetrometer Test	\$5.00/test	Standard method, ASTM D-698	\$175.00/test
Moisture Content Test	\$10.00/test	Modified method, ASTM d-1557	\$225.00/test
Visual Engineering Classification	\$5.00/test	California Bearing Ratio (CBR)	\$300.00/test
Atterberg Limits Determination	\$125.00/test	Consolidation Test, Max. 16 tsf loading	\$950.00/test
Organic Content Test	\$45.00/test	Permeability, Flexible Wall	\$550.00/test
Grain Size Analysis, Mech & Hydro.	\$225.00/test	Sample preparation/remolding	\$80.00/each
Grain Size Analysis, Mechanical	\$120.00/test	Density Det. With moisture content	\$45.00/test

### Engineering Services:

Engineering & Technical services for site reconnaissance, boring locations, field supervision, water level measurements and sampling, engineering evaluation, analysis and consultation.

Staff Engineer or Geologist	\$105.00/hour	Engineering Tech.	\$105.00/hour
Project Engineer or Geologist	\$125.00/hour	Sec. Services	\$45.00/hour
Senior Geotechnical Engineer	\$155.00/hour		

### Remarks

Charges for monitoring well installation, analytical testing services, and special equipment or sampling techniques not included herein, will be quoted upon request. Rental equipment & commercial transportation charges will be billed at cost plus 15%. A per diem charge of \$125.00/day/crew member will be billed as applicable. Invoices will be submitted monthly, with payment due within 10 days of invoice date. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates & verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

**GENERAL CONDITIONS  
GEOCON PROFESSIONAL SERVICES, LLC  
Geotechnical Services**

**Item 1. Scope of Work.** Geocon Professional Services, LLC, (GEOCON) shall perform services in accordance with an agreement made with the "client." The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The client is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of GEOCON's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work. GEOCON shall have no obligations to any party other than those expressed in this agreement.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work, have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Utilities.** In the performance of its work, GEOCON will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold GEOCON harmless and indemnify GEOCON from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by GEOCON for any damages to underground structures and utilities that were not correctly and clearly shown on the plans provided to GEOCON or otherwise disclosed by the client utility locator service. GEOCON will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgement and opinion, exercise such precautions to complete the project or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

GEOCON's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsurface relative to the project. As such, GEOCON does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

**Item 5. Confidentiality.** GEOCON shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns;

or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

**Item 6. Standard of Care.** GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties, implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretations by others, of data obtained by GEOCON for the geotechnical study.

**Item 7. Technical Methodology and Protocol.** GEOCON will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

**Item 8. Limitations of Liability.** The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed GEOCON's fees for the services performed on the project, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect or consequential damages arising from any cause.

**Item 9. Insurance and Indemnity.** GEOCON represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that GEOCON's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 8 and 9, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

**Item 10. Modifications.** This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected monthly payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination.