

**RESOLUTION NO. 17-66**

**A RESOLUTION AUTHORIZING AN ENGINEERING SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF VILLA PARK AND V3 COMPANIES OF ILLINOIS,  
LTD., FOR THE JACKSON POND EXPANSION PROJECT**

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 V3 Companies of Illinois, LTD., to perform Phase II design engineering services for the **Jackson Pond Expansion Project**, at a cost not to exceed \$78,200; 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 V3 Companies of Illinois, LTD., as is more particularly set forth in a document styled "**Jackson Pond Expansion Project; Proposal for Professional Engineering Services – Phase II Final Engineering & Permitting**" 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:

Section 1: That the agreement styled "**Jackson Pond Expansion Project; Proposal for Professional Engineering Services – Phase II Final Engineering & Permitting**" 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.

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

**RESOLUTION NO. 17-66**

PASSED AND APPROVED THIS 25<sup>th</sup> DAY OF September, 2017.

VILLAGE OF VILLA PARK

  
President, Village of Villa Park

ATTEST:

  
Clerk, Village of Villa Park



ADOPTED this 25th day of September, 2017, pursuant to a roll call vote as follows:

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



July 10, 2017

**Revised August 1, 2017**

**Revised August 16, 2017**

Mr. Vydas Juskelis  
Village of Villa Park  
20 S. Ardmore Avenue  
Villa Park, IL 60181-2696

Re: Jackson Pond Expansion Project  
Proposal for Professional Engineering Services – Phase II Final Engineering & Permitting

Dear Mr. Juskelis:

On behalf of V3 Companies of Illinois, Ltd. (V3), we are pleased to submit this proposal for professional services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which sets forth the contractual elements of this agreement, will constitute the entire agreement between Village of Villa Park (CLIENT) and V3 Companies of Illinois, Ltd. for services on this project.

### **JACKSON POND EXPANSION PROJECT PROJECT UNDERSTANDING**

As a follow up to Sugar Creek Drainage Improvement Project Conceptual Design Report and subsequent final engineering for the Michigan Avenue improvement project, which included preliminary engineering of the preferred flood mitigation solution, it is our understanding that CLIENT wants to proceed with the final engineering associated with the Jackson Pond expansion project.

These improvements include the expansion of Jackson Pond and associated open space / recreation area grading on both School District 45 and Village properties. The improvements also include the installation of the primary relief sewer that will connect the Michigan Avenue relief sewer to Jackson Pond. Additional improvements include modifications to the primary outlet of Jackson Pond, creation of a new overflow route to a secondary storage basin on Village property and a new outlet from the secondary storage basin to Sugar Creek at Ardmore Avenue.

### **SCOPE OF SERVICES**

V3 Companies will provide the following professional services:

#### **A. Project Management**

The proposed improvements will require coordination with the Village, School Districts (45 & 88), residents, and DuPage County (for incorporation into the Sugar Creek Watershed Plan) as they relate to final construction details, phasing, schedules, etc. It is anticipated that participation in 1 to 2 school district and/or public meetings will be required as well as several coordination meetings with the Village. Additionally, the scope includes 1 meeting with the County as part of the CDBG grant requirements.

## **B. Soils, CCDD, and Groundwater Evaluation**

Although the proposed Michigan Avenue improvements included some CCDD evaluation for the Jackson Middle School area, that effort was put on hold so that the extent of the proposed improvements could be better understood. Now that the multiple iterations and plan revisions completed during the preliminary phase has provided more clarity regarding the final design, it is recommended that the CCDD evaluation proceed.

In addition to the CCDD evaluation, it is recommended that additional soil borings be performed to better understand the soil characteristics and groundwater depths since these factors can impact the final design, costs, and constructability.

### Soil Sampling Plan

- Review available project related documents such as engineering plans and/or construction drawings (excavation plans, grading plans, utility plans) to approximate the construction scope and limits, and potential excavation locations and depths.
- Review any available environmental documents provided by CLIENT.
- Available data will be used to determine soil sampling locations.

### Drilling, Soil Sampling and Laboratory Analysis (if applicable)

- Coordinate drilling contractor, and locate and clear underground site utilities.
- Prepare Health and Safety Plan.
- Perform up to one day of drilling using direct-push drilling and one additional day of drilling using auger drilling. Direct-push borings will be drilled to depths of up to 12 feet below grade at approximately eight (8) boring locations. In addition, traditional auger borings will be drilled to depths of up to 25 feet below grade at approximately six (6) boring locations, including the installation of 1 monitoring well (for a total of 14 borings). Obtain representative soil samples, field screen samples, and record field observations and soil descriptions.
- Evidence of contamination (i.e., odors, discoloration, staining) will be noted and the soils will be screened for the presence of volatile organic constituents utilizing a portable photoionization detector (PID).
- Soil samples will be collected into laboratory-provided containers, preserved on ice and submitted to Illinois NELAP accredited laboratory using proper chain-of-custody procedures.
- V3 will submit one sample from each boring location to the laboratory for analysis of one or more of the following compounds:
  - Volatile Organic Compounds (VOCs)
  - Polynuclear Aromatic Hydrocarbons (PAHs)
  - RCRA (8) Metals
  - SPLP Chromium
  - PCBs/Pesticides
  - pH
- Samples will be analyzed at the standard 5 day laboratory turnaround time (TAT).
- Laboratory sample analyses will be performed in accordance with EPA SW 846 methods.

#### Data Evaluation and Reporting

- Detected chemical concentrations in the analyzed samples will be compared to the Tier 1 soil remediation objectives (ROs) specified in 35 Illinois Administrative Code (IAC), Part 742 Tiered Approach to Corrective Action Objectives (TACO) for industrial/commercial and residential land use exposure routes, and the Maximum Allowable Concentrations (MACs) specified in 35 IAC Part 1100, Subpart F.
- A geotechnical evaluation of the auger borings will be summarized in a letter report.

Based upon the results of V3's investigation, a Licensed Professional Engineer will prepare and sign the IEPA Uncontaminated Soil Certification (IEPA Form LPC 663) for soils that fall into this category. The basis for this certification will be documented and attached with the form for submittal to the clean soil or CCDD fill operation.

#### **C. Final Engineering Design**

As a follow up to the preliminary engineering design for the overall relief sewer project, the final engineering design of the Jackson Pond Expansion project will finalize the approved site improvements. This will involve more detail site grading, inlet and outlet structure design, utility conflict design, recreation field design, access design, and restoration design (including an evaluation of restoration alternatives for the bottom of the pond).

Based on previous efforts, it is anticipated that the Jackson Pond Expansion project will require a phased approach in order to accommodate the multiple recreational activities currently programmed for this area. As such, there will need to be separate plans sets for each phase. Additionally, it is anticipated that there may be final tweaks to the XPSWMM hydrologic and hydraulic modeling based on review and input from the County's separate FEQ modeling effort being done to incorporate this project into their Sugar Creek Watershed Plan.

The Final Engineering Plans are anticipated to include the following:

- a) Title Sheet
- b) General Notes, Legend and Abbreviations Sheet
- c) Existing Conditions/Demolition Plan
- d) Site Layout Plans showing any hardscape improvements within the project area at the direction of the CLIENT and/or School District. With respect to the services to be provided under this phase of the project, V3 will coordinate with CLIENT and/or School District through a couple of iterations in order to prepare the Final Site Layout Plan, which will also include an evaluation of the restoration alternatives for the bottom of the pond (turf, native vegetation, rock, etc.). Modifications to the final site plan and the resultant engineering revisions will be considered Additional Services and be part of an amendment to this agreement.
- e) Site Grading Plans defining the finished elevations of the proposed improvement areas, open area grading and drainage improvements.
- f) Stormwater Pollution Prevention Plan to define erosion control measures to be implemented for the site to meet NPDES and local requirements.
- g) Site Utility Plans to include necessary storm infrastructure improvements needed to accommodate the proposed plan.

- h) Construction Details, Technical Specifications and General Notes required to construct the proposed site improvements.
- i) Summary of Quantities

Based on the final engineering plans, V3 shall prepare an Engineer's Opinion of Probable Construction Cost for all improvements. V3 will consult with CLIENT, School District, adjacent residents and/or DuPage County to incorporate comments into revisions to the Final Engineering Plans.

V3 will prepare and submit a Notice of Intent (NOI) to the IEPA for soil erosion control and will assist the CLIENT in obtaining construction permit approvals. **All permit fees will be paid directly by the CLIENT.**

#### **D. Stormwater Permitting and Approvals**

Since the project will disturb more than 5,000 square feet of land, it is anticipated that the Village will issue a stormwater permit for the project. That said, the permit submittal assumes there will be less than 2,500 square feet of net new impervious area so no PCBMPs and/or detention is required.

Although the project was previously identified as outside any special management areas (floodplains, wetlands etc.), new National Wetland Inventory maps have recently been issued that show the southeast corner of the Jackson Middle School property as having a mapped wetland labeled "Palustrine/Emergent/Persistent/Temporarily Flooded". The DuPage County wetland mapped depicts the same area as a mapped "Regulatory" wetland. The hydric soils map shows the area as having mapped hydric soils at the southern tip of the area in question.

It is our understanding that this basin is an excavated storage facility (as opposed to a current or remnant wetland) and therefore should be exempt from the wetland regulatory requirements. As part of this evaluation process, V3 recommends that a wetland determination be done to see if the pond meets the criteria to be a wetland (often these types of ponds can be eliminated due to lack of appropriate soils). If the pond does meet the wetland criteria, V3 will review historical aerials and original grading plans (key information that is needed from CLIENT) to demonstrate the existing pond is an excavated basin and will not require additional wetland permitting (the Village may want to obtain outside assistance to confirm our position). If it can't be shown that the pond is not wetland, then additional wetland permitting scope will be needed as an additional service.

The outlet from the proposed storage basin on Village property will ultimately discharge into Sugar Creek just upstream of Ardmore Avenue. Since this area is located within the floodplain, V3 will add a memo to the file demonstrating compliance with the floodplain regulations. Additionally, the outlet will be located within the floodway. It is anticipated that this can be self-permitted via a Regional Permit 3 for Storm and Sanitary Sewer Outfalls and Outlet Channels. The outlet to Sugar Creek is anticipated to require a Regional Permit 8 Utility Line projects from the US Army Corps of Engineers and a stormwater permit from DuPage County. V3 will perform the necessary field work and permit submittals preparation for those permits. The Corps permit will also require a SWCD submittal (**SWCD permit fees are anticipated to be paid directly by CLIENT.**)

**E. Construction Specifications & Bid Assistance**

V3 will assist the CLIENT with preparations of the Construction Specifications and Special Provisions associated with the proposed work on site. V3 assumes that CLIENT will provide front end bid documentation (Village boiler plate forms and documents such as General Special Provisions) to be included with construction documents prepared by V3. It is assumed that the plans and contract documents are to be prepared based on the MFT funding format (regardless of whether or not MFT funding is part of the project). V3 will coordinate with CLIENT and County to confirm bid documents comply with CDBG grant requirements.

During the bid phase, V3 will issue addenda as required to interpret, clarify or expand the Bid Documents.

**COMPENSATION**

For the aforementioned Professional Design Services, V3 Companies shall be paid as follows.

	<u>Phase Code</u>	<u>Hourly Not-To-Exceed Fee</u>
<b>Project Management</b>	E00	\$12,500
<b>Soils, CCDD, and Groundwater Evaluation</b>	N21	\$17,000*
<b>Final Engineering Design</b>	E04	\$32,000
<b>Stormwater Permitting and Approvals</b>	E08	\$8,500
<b>Construction Specifications &amp; Bid Assistance</b>	E04.1	\$8,200
<b>Reimbursable Expenses</b>	Z99	As Incurred
<b><u>Total Professional Design and Permitting Services Fees</u></b>		<b><u>\$78,200</u></b>

\*Includes drilling costs

For the **Reimbursable Expenses (Z99)**, a fee based on an amount equal to one hundred percent (100%) of the actual expenses.

The fees for this project are based on a 2.85 Direct Labor Multiplier and all invoicing will be based on actual hours worked on the project (or services performed and/or materials purchased as in the case of reimbursables and/or testing/lab services).

Client will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are based on prompt payment of invoices and the orderly and continuous progress of the project.

Mr. Vydas Juskelis  
Village of Villa Park  
July 10, 2017  
Revised August 1, 2017  
Revised August 16, 2017  
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**MISCELLANEOUS CONTRACTUAL ITEMS**

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal. If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

This agreement, together with the General Terms and Conditions represents the entire understanding between Client and V3. If the terms of this agreement are found to be satisfactory, please sign this agreement in duplicate in the space provided below and return one copy to our office.

Sincerely,  
V3 COMPANIES OF ILLINOIS, LTD.



Derrick L. Martin, P.E.  
Water Resources Group Leader



Gregory V. Wolterstorff  
Vice President  
Director of Natural Resources

Attachments

Accepted For:  
VILLAGE OF VILLA PARK

By:   
(Authorized Signature)

Title: PRESIDENT

Date: 8-27-17





**V3 COMPANIES  
GENERAL TERMS AND CONDITIONS  
FOR THE VILLAGE OF VILLA PARK**

**1. CLIENT'S RESPONSIBILITIES**

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

**2. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

**3. TERMS OF PAYMENT**

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

**4. SUSPENSION OF SERVICES**

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

**5. TERMINATION**

This Agreement may be terminated by either party upon fourteen (14) days written notice 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. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

**6. ATTORNEY'S FEES**

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

**7. REUSE OF DOCUMENTS**

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

## 8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

## 9. FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

## 10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

## 11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

## 12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

## 13. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

## 14. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blue-line drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.