

RESOLUTION NO. 116-17

**A RESOLUTION AUTHORIZING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND CONSERVATION DESIGN FORUM, FOR THE WASHINGTON STREET GREEN INFRASTRUCTURE IMPROVEMENTS**

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

WHEREAS, the Village of Villa Park has a satisfactory relationship with and has received a proposal from Conservation Design Forum, to complete phase I and perform phase II design engineering services for the Washington Street Green Infrastructure Improvements, at a cost not to exceed \$81,000.00; 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 Conservation Design Forum, as is more particularly set forth in an agreement entitled "**Professional Services Agreement.**"

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 entitled "**Professional Services Agreement**" for the Washington Street Green Infrastructure Improvements, attached hereto and made a part hereof as Exhibit A, be and is hereby approved and the Village Manager is hereby authorized and directed to execute the Agreement on behalf of the Village of Villa Park.
2. That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 14th day of March, 2016, pursuant to a roll call vote as follows:


AYES: 6

NAYS: 0

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

ABSENT: 1

APPROVED this 14<sup>th</sup> day of March, 2016

  
\_\_\_\_\_  
Village President

Attest:   
\_\_\_\_\_  
Village Clerk





## Conservation Design Forum

Landscape Architecture - Planning - Civil - Water Resources Engineering - Sustainable Urbanism - Ecosystem Sciences

March 7, 2016

**VYDAS JUSKELIS**  
**DIRECTOR PUBLIC WORKS**  
**20 S. ARDMORE AVENUE**  
**VILLA PARK, IL 60181**

REF#: [P0016.16] – [2016-02-18] – [Washington Street Improvements]

RE: Proposal for Professional Services  
Washington Street Green Infrastructure Improvements

Vydas,

On behalf of Conservation Design Forum, Inc. (CDF), I am pleased to submit the attached proposal for professional engineering and landscape design services for the Washington Street Corridor projects as identified in the previously prepared Green Infrastructure Conceptual Design Report. The project tasks include:

- Task 1 – Phase 1 Engineering/Design development to update and refine the hydrologic and engineering design based on site survey and geotechnical information, coordination with the proposed sewer separation project, and input from the Village.
- Task 2 – Phase 2 Engineering/Construction documents to complete the final design and prepare construction plans and technical specifications
- Task 3 – Bidding assistance to prepare bid specifications and respond to requests for information during bidding

As part of the Phase 1 and Phase 2 engineering we have included a public meeting, for each phase, with the Board and/or residents to communicate the plan, obtain input, and help them understand what to expect during construction. Based on our experience with other similar projects we believe this will be important given the location in people's front yards and the temporary access issues for Grant Street.

Thank you for the opportunity to offer our services on this project. We would be pleased to answer questions you may have.

Sincerely,  
Conservation Design Forum

Thomas H. Price, P.E.  
Principal, Director of Water Resources Engineering  
630-559-2004  
[TPrice@cdfinc.com](mailto:TPrice@cdfinc.com)

## SCOPE OF SERVICES

### Task 1 – Phase 1 Engineering/Design Development

Building on the recommendations identified in the Conceptual Design Report and utilizing field survey and geotechnical data provided by the Village, CDF will refine the hydrologic and engineering design. As part of this effort, CDF will coordinate with the Village and their consultant that is engineering the sewer separation to develop an efficient design in terms of performance and cost. CDF will also identify strategies to allow field modification of the system to best function before and after the sewer separation project. CDF will consult with Illinois EPA regarding connection to existing stormwater catch basins (that currently drain to the combined sewer system) on a permanent or temporary basis until the combined sewer system is separated.

CDF will coordinate with the Village regarding demolition specifications for the home to be acquired on Euclid to allow stormwater storage within the former basement excavation.

CDF will work with the Village to determine landscape strategies for each site. This will include two alternative site plan concepts for the Euclid Avenue site. As part of the landscape design process, a public meeting with the Village Board and/or residents is proposed to obtain input on preferred landscape design alternatives for the four sites.

This task will be conducted for the following four project locations as identified in the Conceptual Design Report

1. Grant Avenue
2. Washington Street between Illinois and Summit Avenues
3. Washington Street and Euclid Avenue
4. Washington Street and Addison Avenue

*Work products include the following:*

- Geotechnical investigation coordination to determine design soil infiltration capacity
- Up to two (2) alternative site plans will be prepared for the Euclid Avenue site
- Up to three (3) meetings with Villa Park staff
- Updated models and hydrologic design for the four project locations
- Up to one (1) public meetings with the Village Board and residents
- Consultation with Illinois EPA regarding connection to existing catch basins
- Estimates of probable construction cost
- Design Documents
  - Title Sheet
  - Typical Sections
  - Existing Conditions and Removals Plan
  - Plan and Profile (Grant Avenue)
  - Grading Plan
  - Landscape Plan
  - Construction and Planting Details

*The following Design Document submittals are anticipated:*

- 50% Engineering – Owner review

- 75% Engineering – Owner review; permit submittals

*CDF assumes the following:*

- Survey and Geotechnical investigation to be provided by Villa Park
- Two alternative site concepts will be prepared for the Euclid Avenue site.
- The project improvements will generally be as identified in the Washington Street Corridor Conceptual Design Report with the exception of the Euclid Avenue site.
- Plans and specification are to be formatted as required for Motor Fuel Tax funded projects.

### **Task 2 – Phase 2 Engineering/Construction Documents**

Based on the Village approved Final Engineering Design, CDF will prepare Construction Documents. The Construction Documents will consist of plans and technical specifications setting forth, in detail, the requirements for project construction. The Construction Documents are assumed to include porous unit paving and parkway bioretention areas as shown in the Conceptual Design Report. At the Euclid Street site the improvements are assumed to be a naturalized basin/bioretention area.

*Work products include the following:*

- Up to three (3) meetings with Villa Park staff
- Up to one (1) public meetings with the Village Board and/or residents
- State erosion control permits (NOI)
- Illinois EPA sewer permits, if needed.
- Estimate of probable construction cost
- Construction Documents, including:
  - Title Sheet
  - General Notes & Summary of Quantities
  - Typical Sections
  - Alignments
  - Existing Conditions and Removals Plan
  - Plan and Profile (Grant Avenue)
  - Erosion Control Plan, Details, and Notes
  - Grading Plan
  - Landscape Plan
  - Construction and Planting Details
- Technical specifications (Special Provisions)

*The following Construction Documents submittals are anticipated:*

- 90% – Owner review
- 95% – Owner review; permit submittals
- 100% – For bidding
- 100% – For construction

*CDF assumes the following:*

- Existing storm sewers and manholes will remain with modifications to accommodate proposed drainage improvements. Selected existing storm sewer inlets may be removed or relocated.

- Existing sanitary sewer manholes, mains, and residential services will remain.
- Existing water mains and associated residential services, valves, fire hydrants, etc. will remain in-place.
- No Illinois DOT review or permitting will be required.
- The project area located on Euclid Avenue can be classified as a minor development and a letter of Permission will be issued by the Village. The other three project areas will not require a stormwater certification.
- CDF will attempt to avoid direct connections to the combined sewer system to avoid an Illinois EPA sewer permit.
- Relocation of private utilities (electric, gas, cable television, telephone, etc.) will be designed by the respective utilities.

### Task 3 – Bidding

CDF will prepare bid specifications. CDF will participate in a pre-bid meeting. As necessary, CDF will prepare addendums for clarity to bid documents. Any addendums required due to design or scope changes initiated by the Village will be performed by CDF as an additional service.

*Work products include the following:*

- Preparation of general conditions and bid instructions
- Participation in one (1) pre-bid meeting
- Preparation of addendums for clarity to bid documents

*CDF assumes the following:*

- Standard Villa Park general conditions, instructions to bidders, and other front end documents to be provided by the Village
- CDBG Bid requirements and other necessary and provided documents will be included in the bid documents.
- The four projects will be bid simultaneously as one bid package.
- Plans and specification are to be formatted as required for Motor Fuel Tax funded projects.

### Reimbursable Expenses

Costs for all project expenses including, but not limited to, models, renderings, photography, printing, reproduction, reproduces, facsimiles, long distance telephone calls, delivery and messenger services, permit fees, sales taxes, plots, translations, and supplies will be invoiced monthly at cost. Travel expenses including mileage will be invoiced monthly at cost.


### REMUNERATION

Conservation Design Forum will provide the services as described above at the hourly rates in Appendix A. CDF will not exceed the following fees and expenses without prior authorization.

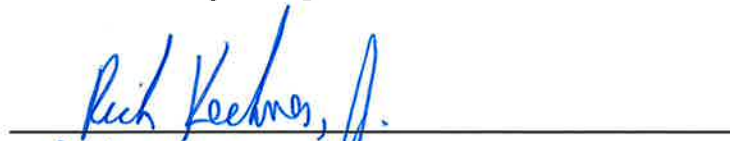
<b>Task</b>	<b>Amount</b>
Task 1 – Phase 1 – Design Development	\$23,200
Task 2 – Phase 2 – Construction Documents	\$51,700
Task 3 – Bidding	\$ 5,900
<u>Reimbursable Expenses</u>	<u>\$200</u>
<b>Total</b>	<b>\$81,000</b>

Services described above shall be provided in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference.

Sincerely,  
Conservation Design Forum

  
Thomas H. Price, P.E.  
Principal, Director of Water Resources Engineering  
630-559-2004  
[TPrice@cdfinc.com](mailto:TPrice@cdfinc.com)

Authorized By:



Printed Name:

Rich Keekner, Jr.

Title:

Village Manager

Date:

3-16-2016

## APPENDIX A

### Part 1 – General Conditions

#### *General Terms*

1. Estimated fees for Tasks 1 - 3 described above are \$81,000 plus expenses. Fees will be invoiced on an hourly basis. Reimbursable expenses will be invoiced at cost. Fees will be invoiced monthly
2. Fee proposals for Additional Services will be prepared upon request. Work for additional services will only proceed with prior authorization.
3. A signed copy of this proposal will serve as a contract and supersedes any previous authorization to proceed.
4. This contract may be canceled by either party for any reason within seven (7) days notice. Notice of cancellation must be in writing. Work completed up to that date will be invoiced in full.
5. Additional work requested by the Client will be performed and invoiced at the hourly rates provided. Additional work includes participation and/or participation in any meetings or public presentations other than those specifically described above.
6. Payment is due thirty (30) days from the date of invoice. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of one (1) percent (twelve (12) percent annually) until paid in full.
7. If issues beyond the control of CDF delay work for more than ninety (90) days, the terms and fees of this contract are subject to revision.
8. All documents, drawings, plans and reports (collectively "Plans") prepared by CDF pursuant to the attached Scope of Services shall be the property of CDF.
9. CDF shall be given proper credit and acknowledgement for all services including but not limited to: planning, design, and implementation. Proper credit shall be defined as being named by Client or their Agent in such circumstances as project identification boards, published articles, or promotional brochures.
10. CDF agrees to indemnify and hold harmless the Client and all of its partners, principals, officers, directors, employees, and agents against any and all claims, losses, penalties, fines, forfeitures, reasonable attorneys' fees, judgments, amounts paid in settlement, and related litigation costs, and other fees and expenses which result from CDF, its partners', principals', officers', directors', employees', agents', or permitted assigns' negligence or intentional, willfully wrongful, wanton, or reckless acts in connection with CDF's performance under this Agreement.



### *Hourly Rates*

The following hourly rates are the basis of professional fees and will be charged for all work authorized by the client and not included in the Scope of Services. These rates are subject to semi-annual review and revision.

<i>Position</i>	<i>Rate</i>
Director	\$175.00 / hour
Principal	\$135.00 / hour
Senior Associate	\$115.00 / hour
Associate	\$105.00 / hour
Project Manager – Engineering	\$115.00 / hour
Project Manager – Landscape Architecture, Planning, Ecological Restoration	\$90.00 / hour
Professional Staff	\$80.00 / hour
Technical Staff	\$50.00 / hour

### *Baseline Data*

The Client shall provide site base information, necessary property boundaries, site photographs, aerials, and any other site-specific information that may exist, as required for performance of the work unless it is agreed that these resources are to be contracted to CDF. CDF assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. The Client shall be responsible for any additional surveys, testing, studies, or other project information should it become necessary. Additional fees may be incurred for converting CAD files to a useable format if they are not provided in AutoCAD 2006. Topographic surveys shall be provided in AutoCAD 2006 format. All contour data shall have appropriately assigned elevations (this does not include labels) and shall be either contour objects (AEC objects) or 2D polylines. Additional fees may be incurred to convert files that do not meet the standard described above. Required Baseline Information includes, but is not limited to:

1. Existing reports or other documents prepared for investigative assessment and/or regulatory purposes such as Geotechnical Report and Phase I Investigation Report.
2. Professional site survey per the requirements of CDF.
3. Professional geotechnical reports and borings per the requirements of CDF.
4. Professional testing of existing site conditions or during the construction phases as required by CDF.

## Part 2 – Exclusions to Scope of Service

Should CDF be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services. Labor and reimbursable expenses for services in addition to those described above, shall be compensated in accordance with CDF's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by CDF. Extra Services may include, but are not limited to, the following:

1. Legal descriptions of property.
2. Soils testing and/or engineering and utility base information.
3. Evaluation of existing site engineering and utilities, except as related to site civil engineering work.
4. Overhead aerial photographs at controlled scale.
5. Engineering other than that provided with the Scope of Services.
6. Floodplain analysis, determination, delineation, or permitting.
7. Wetland analysis, determination, delineation, or permitting.
8. Wastewater or stormwater lift stations or wastewater utility re-routing.
9. Reuse water filtration, disinfection, and pressurization systems.
10. Off-site utility design and permitting including roadways, water and sewer mains, stormwater transmission or detention facilities beyond 100 feet beyond the project boundaries.
11. Providing services to investigate the work of independent consultants or construction manager retained by the Client.
12. Revising drawings, specifications, or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within CDF's control.
13. Preparing drawings, specifications, supporting data, and providing other services in connection with change orders or value engineering as required due to causes not solely within CDF's control or as a result of changes to a previously approved budget or design direction.
14. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor.
15. Providing professional services for the field selection of plant material or other materials at their source.
16. Preparing presentation drawings, perspectives, renderings, and/or models prepared upon the Client's request and not otherwise provided herein.
17. Testing, evaluation, design, or permitting for on-site septic or potable water well systems.