



ENGINEERING
RESOURCE ASSOCIATES

ENGINEERS | SCIENTISTS | SURVEYORS

April 10, 2018

Mr. Jeremie Lukowicz, PE
Assistant Village Engineer
Village of Villa Park
11 W. Home Avenue
Villa Park, IL 60181

**SUBJECT: Proposal for Construction Engineering Services for
Ridge Road Water Main and Street Improvements (Yale Ave. to Ardmore Ave.)**

Dear Mr. Lukowicz,

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for construction engineering services for the Ridge Road Water Main and Street Improvements Project. The proposal has been prepared in accordance with our recent phone conversation, review of the plans from your website, and our experience on similar assignments.

Project Understanding

The Village of Villa Park will be completing improvements along Ridge Road between Yale Avenue and Ardmore Avenue as part of the Ridge Road Water Main and Street Improvements Project. Work will include installation of approximately 1,125 feet of 6" and 8" DIP water main, roadway reconstruction, adjustment of drainage structures, sidewalk removal and replacement, parkway restoration, and all incidental and collateral work necessary to complete the project.

Bids were opened on March 13th. Construction is anticipated to begin around late May / early June when school is out for the summer and be completed within 60 calendar days. The apparent low bidder for the project is Chicagoland Paving Contractors at \$649,900 and the project will be funded by a combination of Village and Community Development Block Grant (CDBG) Program funds.

Our proposed Resident Inspector for this project, Ravi Patil, has strong communication and coordination skills. His past three construction projects have involved installation of water main and roadway rehabilitation/reconstruction which makes him a great fit for this project. It is also anticipated that Joseph Kozial, with Bravo Company Engineering, will serve in a supplementary during construction as a part-time Resident Engineer.

WARRENVILLE
3s701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

CHICAGO
10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

CHAMPAIGN
2416 Galen Drive
Champaign, IL 61821
P 217.351.6268

www.eraconsultants.com

The Village of Villa Park now desires to retain a qualified engineering firm to provide full-time construction engineering services for the proposed project.

Resident Engineering Team

ERA uses a coordinated team approach to providing services on our design and construction projects. Our Project Manager, Brian Dusak, will serve as the primary, single-point office contact for the Village throughout the project duration. However, Brian will also coordinate and collaborate closely with our Project Director, John Mayer, and our Resident Inspector, Ravi Patil, to ensure that all inquiries and contacts from the Village and other stakeholders are responded to immediately and in an informed manner.

Brian Dusak, PE | Project Manager

As mentioned above Brian Dusak will serve the as Project Manager and the primary, single-point office contact. He will direct the activities of all team members, attend meetings, review pay requests and change orders, and keep the village informed of progress and issues as they arise. Brian is well-versed with the documentation required for a wide range of federal, state, and local funding sources. He has been with ERA for 16 years, so continuity of service is ensured.

John Mayer, PE, CFM | Principal / Project Director

With 30 years of experience, including 19 at ERA, John Mayer has served as Project Director/ Project Manager for the design and construction of infrastructure projects for municipalities, counties, and state agencies throughout Illinois. His experience and oversight of construction projects ensures that our team will apply innovative and cost-effective solutions that satisfy the needs of project owners and stakeholders, and that IDOT-based procedures and documentation standards are adhered to. John will act to ensure the project is staffed as needed with qualified inspectors as the work load changes.

Joseph Kozial, PE | Resident Engineer (Bravo Company Engineering)

Joe brings more than 16 years of experience as a Resident Engineer. It is anticipated that Joe will serve in a supplementary role during construction as workload dictates. He would also oversee any resident inspector work to ensure consistent documentation and inspection standards are adhered to.

Ravi Patil | Resident Inspector

Ravi Patil brings more than 20 years of experience as a Resident Engineer/Inspector. Ravi's strengths include his documentation and his communication with the stakeholders in and around the project area. Ravi will be responsible for the day-to-day oversight and documentation of quantities for the project.

Project Approach

ERA will provide construction engineering services in accordance with the following work plan.

1. **Meetings/Coordination** - Meet with the Contractor, Village of Villa Park staff, DuPage County staff, testing consultant staff and others for a pre-construction meeting. This task will also include weekly meetings throughout the project duration to review progress and discuss relevant issues.



2. **Construction Observation** - This task involves on-site observation of Contractor operations to ensure conformance with the contract documents. It is our intention to provide full-time observation including a resident engineer throughout the project duration for an average of 9 hours per day. It is anticipated that a full-time resident engineer will be provided for the 60-calendar day period between June 4, 2018 and August 3, 2018 which coincides with 44 actual working days.

Construction observation tasks will include, but not be limited to:

- Serving as the Village's liaison with the Contractor primarily through the Contractor's superintendent, public/private utilities and various jurisdictional agencies.
 - Relay public concerns, and answer residents' questions.
 - Daily review and inspection of traffic control items.
 - Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other agencies involved with the project.
 - Alert the Contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.
3. **Construction Documentation** - Documentation services include tracking of actual quantities and record keeping including Inspector's Daily Reports, quantity certifications, and weekly progress reports. As with all projects, we will utilize IDOT forms and procedures.
 4. **CDBG Documentation** – This task will include completing and submitting the required CDBG paperwork for this project. These items are anticipated to include:
 - Weekly job site reports
 - Monthly and quarterly reports
 - Reviewing contractor paperwork
 - Submitting paperwork to DuPage County
 - Preparing grant reimbursement requests
 - Conducting employee interviews
 - Job site photos
 5. **Construction Layout Verification** – The contractor will be required to provide construction layout services. ERA will verify contractor layout for apparent conformance with the contract documents.
 6. **Record Drawings** - Upon final completion, as-built record drawings will be prepared. These drawings will show actual constructed conditions including water main and service locations, structure rim and invert or top of pipe elevations and any changes to the proposed improvements as detailed in the contract plans. One set of record drawings will be provided to the Village in printed and electronic formats.



7. **Material Testing** – Construction material testing services will be provided by our sub-consultant, Midland Standard Engineering & Testing (MSET). MSET will perform laboratory testing on materials, sample bituminous and concrete materials for compaction and properties, and observe HMA paving operations.

Project Schedule

Construction engineering services described above will be provided in accordance with the following anticipated schedule.

Task	Date
Pre-Construction Meeting	May 2018
Begin Construction	June 4, 2018
Complete Construction	August 3, 2018
Project Closeout	September 2018

Fees

Fees for engineering services described above are proposed on a cost, not to exceed basis using our hourly rate multiplier of 2.80. The following is a summary of estimated hours and fees for the project.

Task	Estimated Hours	Fees
Resident Engineering	579	\$67,287
Direct Costs (i.e. mileage, material testing)		\$6,000
Total, Not-to-Exceed	579	\$73,287

A detailed hour and cost budget is included at the end of this proposal.

We appreciate the opportunity to provide this information and we trust that it meets with your approval. If acceptable, please execute this proposal where indicated below for the desired phase of work. Receipt of an executed copy of this proposal will serve as authorization to proceed with the work.

Very truly yours,
ENGINEERING RESOURCE ASSOCIATES, INC.



Brian J. Dusak, P.E.
Project Manager



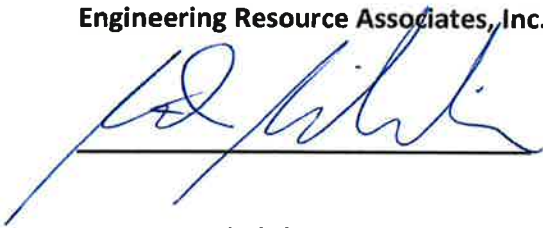
**Acceptance & Authorization
Agreement for Construction Engineering Services
between**

**The Village of Villa Park
&
Engineering Resource Associates, Inc.
For**

**Ridge Road Water Main and Street Improvements
Yale Ave. to Ardmore Ave.**

Whereas Engineering Resource Associates, Inc. submitted a proposal for engineering services for the subject project dated April 10, 2018. Now therefore, the Village of Villa Park accepts said proposal and authorizes Engineering Resource Associates, Inc. to proceed with the work described therein in accordance with the procedures and conditions contained therein. The attached General Terms and Conditions are hereby incorporated into and made part of this agreement.

Engineering Resource Associates, Inc.



Marty J. Michalisko, P.E.
Principal

ATTEST:



Brian J. Dusak, P.E.
Project Manager

**Acceptance & Authorization
Village of Villa Park**



Authorized Signature

ATTEST:



Signature

8-20-2018

Date



Exhibit 1
ENGINEERING RESOURCE ASSOCIATES, INC.

**STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018**

<i>Staff Category</i>	<i>Hourly Billing Rate</i>
Professional Engineer VI	\$206.00
Professional Engineer V	\$200.00
Professional Engineer IV	\$155.00
Professional Engineer III	\$128.00
Professional Engineer II	\$117.00
Professional Engineer I	\$94.00
Structural Engineer VI	\$206.00
Structural Engineer III	\$105.00
Staff Engineer III	\$93.00
Staff Engineer II	\$83.00
Staff Engineer I	\$75.00
Engineering Intern II	\$36.00
Engineering Intern I	\$33.00
Engineering Technician V	\$103.00
Engineering Technician IV	\$89.00
Engineering Technician III	\$72.00
Engineering Technician II	\$47.00
Engineering Technician I	\$25.00
Ecological Services Director	\$104.00
Environmental Specialist III	\$93.00
Environmental Specialist II	\$89.00
Environmental Specialist I	\$75.00
Professional Surveyor II	\$152.00
Professional Surveyor I	\$125.00
Surveyor IV	\$79.00
Surveyor III	\$65.00
Surveyor II	\$56.00
Surveyor I	\$39.00
Administrative Director	\$134.00
Administrative Staff IV	\$78.00
Administrative Staff III	\$71.00
Administrative Staff II	\$61.00
Administrative Staff I	\$54.00

DIRECT COSTS

Direct Costs will be billed at their actual rate incurred.



Engineering Resource Associates, Inc.**GENERAL TERMS AND CONDITIONS**

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
3. **STANDARD OF PRACTICE:** The Engineer will conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** Engineer is responsible for the acts of its employees as it relates to the professional services provided. 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 Engineer 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 performing any of the work or providing any of the services on the Project. Nor shall the Engineer 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 Engineer.
6. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible



for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

7. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
8. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data



provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
11. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
13. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
14. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) 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 Engineer either before or after the termination date shall be reimbursed by Client.
15. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay or object to each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at



the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.

19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's 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 harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
20. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
21. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
22. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the 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.
23. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.



24. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
25. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
26. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.
27. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS



Hour and Fee Summary

Village of Villa Park
Ridge Road Water Main and Street Improvements
Yale Ave. to Ardmore Ave.

Prepared By:
 Engineering Resource Associates, Inc.
 10-Apr-18

Multiplier Rate: **2.80**

PD = Project Director PD/PM - Project Director/Project Manager PM = Project Manager RE = Resident Engineer RI = Resident Inspector LS = Land Surveyor CC = Survey Crew Chief FT = Survey Field Technician CT = Cadd Technician CL = Clerical

Task	Staff Title:	PD	PM	RE / RI	RE	RI	LS	CC	FT	CT	CL	Total Hours	Total Fees
	Pay Rate:	\$69.00	\$50.00	\$41.50	\$35.50	\$30.00	\$43.00	\$27.25	\$16.00	\$38.00	\$25.00		
	Charge Rate:	\$193.20	\$140.00	\$116.20	\$99.40	\$84.00	\$120.40	\$76.30	\$44.80	\$106.40	\$70.00		
CONSTRUCTION ENGINEERING													
1. Meetings / Coordination		2	4	16	0	0	0	0	0	0	2	24	\$2,946
2. Construction Observation		0	0	396	0	0	0	0	0	0	0	396	\$46,015
3. Construction Documentation		2	12	24	0	0	0	0	0	0	4	42	\$5,135
4. CDBG Documentation		0	0	80	0	0	0	0	0	0	0	80	\$9,296
5. Construction Layout Verification		0	0	4	0	0	0	0	0	0	0	4	\$465
6. Record Drawings		1	2	8	0	0	0	8	0	12	2	33	\$3,430
Construction Engineering Subtotal		5	18	528	0	0	0	8	0	12	8	579	\$67,287

Direct Costs

Mileage \$1,000
 Material Testing (MSET) \$5,000
 Shipping \$0

Subtotal, Direct Costs

\$6,000

Project Totals

\$73,287

Construction Observation Hours:

Resident Engineer / Inspector Full-Time June 4, 2018 to August 3, 2018

44 work days x 9.00 hrs/day = 396 hours

Total Observation Hours

396 hours