



September 30, 2016

Mr. Vydas Juskelis  
Public Works Director  
Village of Villa Park  
20 S. Ardmore Avenue  
Villa Park, Illinois 60181-2696

Re: Proposal for Professional Engineering Services  
Michigan Avenue Reconstruction (Jackson to Madison) Phase II Engineering & Sugar  
Creek Problem Area I – Preliminary Engineering

Dear Mr. Juskelis:

On behalf of V3 Companies of Illinois, Ltd., we are pleased to submit this proposal for professional engineering 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 the Village of Villa Park (CLIENT) and V3 Companies of Illinois, Ltd. (V3) for services on this project.

### **Project Understanding**

It is our understanding that the Village of Villa Park desires to hire a professional engineering consultant to prepare Phase II contract plans, specifications and estimates for the reconstruction of Michigan Avenue from Jackson Street to Madison Street in the Village of Villa Park. The scope of work also includes preliminary (60%) engineering services for the proposed relief sewer to be implemented by the Village in order to address the existing drainage issues identified as "Sugar Creek Problem Area 1". The section of the proposed relief sewer located along Michigan Avenue between Jackson Street and Madison Avenue will be incorporated into the construction documents noted above accordingly.

### **Compensation**

<b>Task</b>	<b>Fee</b>
Michigan Avenue Topographic Survey	\$3,318.77
Michigan Avenue Contract Documents	\$45,686.81
Michigan Avenue Drainage Calculations	\$7,355.28
Michigan Avenue Stormwater Permit	\$1,402.66
Meetings	\$4,842.72
Administration / Management	\$3,363.46
QA/QC	\$3,436.93
CCDD Testing / Evaluation	\$3,170.34
Sugar Creek Problem Area 1 Preliminary (60%) Engineering	\$79,481.83
Reimbursable Expenses	\$4,900.00
<b>Total</b>	<b>\$156,958.80</b>

**Exhibits**

<b>Sugar Creek Problem Area 1</b>	<b>Exhibit I</b>
<b>Scope of Work</b>	<b>Exhibit II</b>
<b>CECS Form</b>	<b>Exhibit III</b>
<b>General Terms and Conditions</b>	<b>Exhibit IV</b>

If Additional Services are required, the scope of those services will be discussed with and agreed to by CLIENT and will be performed under an addendum to the contract.

Included in the professional services fees set forth above, V3 shall be compensated for 100% of reimbursable expenses such as printing, postage, messenger service, travel and other similar project-related items. An estimate of the cost for reimbursable expenses (\$4,900) is included in the Compensation section above.

Any labor and/or reproduction costs incurred by V3 associated with a Freedom of Information Act request or Court ordered subpoena related to work performed under this agreement shall be considered Additional Services and shall be paid for as Additional Services by the CLIENT.

CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the Project through construction.

**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.

If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,  
V3 COMPANIES OF ILLINOIS, LTD.



Vincent J. DelMedico  
Director of Transportation & Municipal Engineering



Gregory V. Wolterstorff  
Director of Environment & Natural Resources

Accepted For:  
VILLAGE OF VILLA PARK

By:  \_\_\_\_\_

Title: Village Manager

Date: 10-11-2016



**EX 1**

**PROPOSED IMPROVEMENTS (ALT 1c)**

SUGAR CREEK WATERSHED STORM SEWER STUDY

VILLA PARK ILLINOIS

PROJECT NO.	07180.052	DESIGNER	CWH
FILE NAME		DRAWN BY	CWH
SPECIAL AGENT DATE	09-28-16	CHECKED BY	DLM
SCALE	1"=200'	PLANNED BY	DLM

REVISIONS	
NO.	DESCRIPTION



V3 Companies  
 7325 Jones Avenue  
 Woodridge, IL 60517  
 830.724.1200 phone  
 830.724.9202 fax  
 www.v3co.com

## **Scope of Work Village of Villa Park**

### **Michigan Avenue Reconstruction (Jackson Street to Madison Street) – Phase II Engineering Sugar Creek Problem Area 1 – Preliminary Engineering**

This scope of work details the preparation of contract plans, specifications and estimates for the reconstruction of Michigan Avenue from Jackson Street to Madison Street in the Village of Villa Park. The scope of work also includes preliminary (60%) engineering services for the proposed relief sewer to be implemented by the Village in order to address the existing drainage issues identified as "Sugar Creek Problem Area 1". The section of the proposed relief sewer located along Michigan Avenue between Jackson Street and Madison Avenue will be incorporated into the construction documents noted above accordingly.

Three full submittals of the Michigan Avenue Reconstruction plans and specifications are anticipated: 60% preliminary, 95% pre-final and 100% final. This scope of work assumes that construction of the proposed improvements will utilize local funding but will also evaluate additional funding sources. The design will be consistent with the Sugar Creek Watershed Plan and will follow MFT format and specifications.

#### **A. Michigan Avenue Topographic Survey**

Supplemental topographic survey services will include the following:

- Establish horizontal and vertical control.
- Location of topographic features within the right of way from cross sections taken a minimum of 50 feet apart and extending 10 feet beyond the right of way on either side.
- Location of underground utility lines (based on J.U.L.I.E. locating services)
- Determination of invert elevations, pipe sizes and pipe material at all existing drainage structures. The condition of the structures as determined by a visual inspection during the surveying process will be noted on the Village's structure evaluation form.
- Office work to process data files and create topographic mapping.
- Topographic survey services will not include an evaluation of species or condition of existing trees.

## **B. Contract Document Preparation**

### **Contract Plans**

The following plan sheets will be prepared as part of the contract documents. Hours for calculating quantities will be included in the hours for the preparation of the plan sheets on which the items appear.

Cover Sheet (1 sheet)

Summary of Quantities

- Hours will consist only of formatting the summary of quantity tables and inputting the required information.

General Notes/Standards/Index of Sheets (1 sheet)

Typical Sections (1 sheet)

- Michigan Avenue – existing and proposed typical sections

Alignment/Ties/Benchmarks (1 sheet, 1"=50' scale)

Construction Details (2 sheets)

Maintenance of Traffic

- 2 sheets, 1"=20' scale/2 views per plan sheet
- All roadways will remain open during construction, plans will essentially consist of any signing, traffic protection, etc. required during construction.

Erosion and Sediment Control

- 2 sheets, 1"=20' scale/2 views per plan sheet
- Hours to prepare sheets will also include quantity take offs.

Pavement Marking, Signing and Landscaping

- 2 sheets, 1"=20' scale/2 views per plan sheet
- Hours to prepare sheets will also include quantity take offs.

Existing Conditions and Removal Plans

- 2 sheets, 1"=20' scale/2 views per plan sheet
- Will include both roadway and drainage related removal items
- Will include any adjustments/relocations of existing utilities as required
- Hours to prepare sheets will also include quantity take offs.

#### Intersection Elevation Details

- 1"=10' scale
- A total of 3 sheets will be required (for the Michigan Avenue intersections with Jackson Street, Adams Street and Madison Street)
- ADA ramp details will be included.

#### Roadway Plan and Profile

- Two window view: proposed plan (top view)/proposed profile (bottom view)
- Horizontal scale: 1"=20', Vertical scale: 1"=10'
- 3 plan sheets assumed
- Hours to prepare sheets will also include quantity take offs.

#### Drainage and Utility Plan and Profile

- Plan and Profile sheets will be used as the basis of the drainage sheets (3 sheets total).
- Drainage and Utility Plan and Profile sheets will show both the existing storm sewer system and the proposed relief sewer (there will not be a 10-year storm sewer system in the project area).
- Hours to prepare sheets will also include quantity take offs.

#### Cross Sections

- Horizontal scale: 1"=10, Vertical scale = 1"=5'
- Cross sections will be cut along Michigan Avenue every 50' and at all driveways to confirm design (cross sections will not be included in the plan set).
- Hours to prepare cross sections will also include earthwork quantity take offs.

#### Contract Documents

- Special Provisions and Bid Documents in MFT format
- Estimate of Cost (to be submitted at each submittal stage) will be broken down by funding source.

### **C. Drainage Calculations**

The following drainage calculations will be required to complete the contract plans and permit submittals. The proposed improvements will not include a separate trunk line storm sewer system design for Michigan Avenue (typically a 10-year design) but will instead utilize the proposed large diameter relief sewer trunk line. This approach assumes the downstream portion of relief sewer and Jackson pond improvements will ultimately be implemented (otherwise, the Michigan Avenue system will function as a siphon).

This effort assumes that any new storm structures along Michigan Avenue will tie into the proposed relief sewer and any existing storm structures in the project area (it appears this is limited to the boundary intersections) will either remain connected to the existing system or will be re-routed to the proposed relief sewer, if practical.

- Inlet Spacing Calculations – Michigan Ave System
- Storm Sewer Design/HGL Calculations & Tie-in Design – Michigan Ave Relief Sewer System

#### **D. Permits**

##### **DuPage County Stormwater Management Certification Application**

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. Additionally, the project area is not located with a special management area. V3 shall provide the necessary documentation in accordance with the DuPage County Countywide Stormwater and Floodplain Ordinance for a Stormwater Management Permit to demonstrate compliance.

##### **Stormwater Pollution Prevention Plan & NPDES Permit Application (NOI Submittal)**

Although the exact amount of disturbance is not known at this time, it is anticipated that a NOI submittal will be required since the proposed activities are likely to disturb more than 1 acre of land. V3 will submit the appropriate documentation to IEPA to demonstrate compliance with Illinois Environmental Protection Agencies (IEPA) General NPDES Permit No. ILR10.

#### **E. Meetings/Field Checks**

The following meetings/field checks are assumed to be required during the course of the project:

- Kick off meeting with Villa Park
- Site visits by design staff
- Preliminary plan submittal review meeting with Villa Park
- Pre-Final plan submittal meeting with Villa Park

Hours for meetings will also include preparation time prior to meetings and subsequent preparation of meeting minutes.

#### **F. Administration/Management**

The following administration and management tasks will be required:

- Project Administration Set-up
- Scheduling

- Budget Control
- Staffing Planning
- Project Team Meetings
- Contract Administration (includes correspondence and contract modifications)
- Billings/Collection (includes progress reports and invoicing)

## **G. QA/QC**

A quality assurance/quality control plan will be prepared and project reviews conducted throughout the duration of the project. The contract documents will be thoroughly reviewed for quality and constructability prior to each submittal.

## **H. CCDD Evaluation**

### 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. Borings will be drilled to depths of up to 12 feet below grade at eight (8) boring locations. It is anticipated that the project will include 3-4 sample locations along the Michigan Avenue corridor and 4-5 samples along the downstream relief sewer alignment / Jackson Pond expansion area. The direct-push drilling is independent of any required geotechnical or pavement evaluation borings or cores, which is anticipated to be provided directly by CLIENT via Village approved contractor. If desired, V3 can coordinate the CCDD effort with the Village's geotechnical effort to minimize disturbance in the project area.
- 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.
- 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.

### **I. Sugar Creek Proposed Alternative 1C Preliminary Engineering**

As a follow up to the Sugar Creek Watershed Drainage Improvement Conceptual Design Report, the recommended solution for Problem Area 1 involves the construction of a large diameter relief sewer from the Madison / Addison intersection area east along Madison Avenue, south along Michigan Avenue and into an expanded storage basin (Jackson Pond) located on the Jackson Middle School property.

Since a significant portion of the proposed relief sewer is proposed along the Michigan Avenue reconstruction project area, the Village wants to install the Michigan Avenue portion of the relief sewer as part of the reconstruction process, which should result in cost savings and eliminate future disturbance in the project area.

Although a fairly detailed conceptual design was performed as part of the Sugar Creek Watershed study, the conceptual design needs additional evaluation to better understand site constraints (most importantly utility conflicts and downstream outlet elevation details). This is especially important since the Michigan Avenue segment of the pipe will need to work with the final design of the downstream and upstream portions of the relief sewer project.

As such, it is anticipated the following will be required to develop a preliminary (60%) design for the overall relief sewer project so a final design of the Michigan Avenue segment can be incorporated into the Michigan Avenue reconstruction project.

- Confirm XPSWMM hydrologic and hydraulic design
- Additional Topographic survey for the project area (full topographic survey with structure dips from right of way to right of way with a 10-foot overlap on each side for Addison, Madison & Jackson, topographic survey of Jackson Middle School and open space north of Highridge Road, Willowbrook High School open space, and four to six residential overflow routes)
- Evaluate pipe size alternatives (arch / elliptical / box / dual pipes / etc.)
- Evaluate potential utility conflicts
- Confirm that the relief sewer can accommodate stormwater flows (both overland and/or piped) associated with a potential future sewer separation project on Wisconsin Avenue from Woodrow Avenue to Madison Street
- Storm sewer layout (horizontal and vertical)
- Design connections between upstream and downstream existing storm sewer systems and the proposed relief sewer
- Design connections from backyards to Michigan Avenue storm sewer improvements
- Evaluate different storage configurations within Jackson Pond area (basin shape / depth / side slopes, etc.)
- Design Jackson Middle School grading (regrading fields, onsite drainage improvements, etc.)
- Evaluate Jackson Pond discharge pipe configuration / design
- Design (grading, details, etc.) of overflow channel from Jackson Pond to Willowbrook High School open space storage area
- Design culvert underneath Highridge Road
- Confirm and evaluate configuration of Willowbrook High School open space storage area
- Design discharge structure to Sugar Creek
- Prepare Preliminary Plans
- Prepare Exhibits

## **J. Project Compensation and Schedule**

Please reference the attached Cost Estimate of Consultant Services spreadsheets for a breakdown of hours and fee associated with the scope items outlined above. 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).

The anticipated schedule outlined below assumes that the plans and contract documents are prepared based on MFT funding format. Although it is not known if MFT funding (or other non-local sources of funding) will be available, the schedule does include an additional 3 weeks of IDOT review time should MFT funds be obtained. It is important to note that if the Village obtains federal funding for the proposed improvements, both the project scope and project schedule will need to be adjusted due to the additional IDOT requirements.

Also, it should be noted that the schedule below is for the final plans and contract documents associated with Michigan Avenue improvements. The preliminary engineering plans for the relief sewer project, specifically the grading plans for the Jackson School property and/or Willowbrook High School property, will likely extend beyond this schedule due to additional coordination / public review.

#### Project Schedule

- Topo Survey & Data Collection: 5 weeks from NTP
- Sugar Creek Proposed Alternative 1C Preliminary Design: 9 weeks (deliverable 14 weeks from NTP; assumes Village will concurrently pothole potential utility conflicts, if desired)
- Preliminary Plan Preparation: 4 weeks (deliverable 16 weeks from NTP; roadway design will be done beforehand but relief sewer design in Michigan needs to be incorporated)
- Preliminary Plan Review by Village: 4 weeks (deliverable 20 weeks from NTP; assumes on-going coordination between Village and school districts has resulted in a general agreement that the Proposed Alternative IC project will ultimately proceed)
- Pre-Final Plan and Specifications Preparation / CCDD Evaluation: 3 weeks (deliverable 23 weeks from NTP)
- Pre-Final Plan Review by Village: 2 weeks (deliverable 25 weeks from NTP)
- Pre-Final Plan Review by IDOT: 4 weeks (**deliverable 27 weeks from NTP only if MFT funding is utilized/can occur simultaneously with Village review**)
- Final Plan and Specifications Preparation: 2 weeks (deliverable 27 weeks from NTP; assumes no IDOT review)
- Final Plan Review by Village: 1 week (deliverable 28 weeks from NTP; assumes no IDOT review)
- Final Plan Review by IDOT: 2 weeks (**deliverable 31 weeks from NTP only if MFT funding is utilized/can occur simultaneously with Village review**)
- Final work by V3 to prepare documents for bidding: 1 week (deliverable 29 weeks from NTP; assumes no IDOT review)









## V3 COMPANIES GENERAL TERMS AND CONDITIONS

### 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. LIMITATION OF LIABILITY**

~~CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.~~

*GWJ RK 10-11-2016*

**14. CONTROLLING LAW**

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

**15. 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.