



ESI Consultants, Ltd.  
*Excellence, Service, Integrity*

March 9<sup>th</sup>, 2018

Mr. Noriel Noriega, P.E.  
Village of Westmont  
31 West Quincy Street  
Westmont, IL 60559

Regional Stormwater Management Facility Addendum #2– Cass Avenue Storm Sewer Extension

Dear Mr. Noriega:

ESI Consultants, Ltd is pleased to provide this proposal for the analysis and design of an extension of storm sewer pipe from the regional detention facility site, located at 6101 S. Cass Avenue, to the property located at the northwest corner of Cass Avenue and 63<sup>rd</sup> Street. If you find this agreement to be acceptable, the executed copies of this letter will constitute an agreement between the Village of Westmont (CLIENT) (Village) and ESI Consultants, Ltd. (ENGINEER) (ESI) for services on this project.

**Understanding of the Project**

The purpose of this project is to analyze the feasibility of installing a storm sewer connection pipe from the proposed Cass Avenue Regional Detention facility to the property located on the northwest corner of 63<sup>rd</sup> Street and Cass Avenue to promote redevelopment of the property. Routing options along the east and west side of Cass Avenue, within existing right-of-way and within an easement adjacent to the right-of-way will be considered. Proposed sizing and routing received from Kimley-Horn will be reviewed and analyzed for feasibility. Once a routing and sizing option has been confirmed, it will be added to the Cass Avenue Regional Detention facility plans.

**BASIC SCOPE OF SERVICES**

This proposal includes the following scope of services:

**Task 1 – Data Gathering and Survey**

This task will include the following:

- **Gather Additional Existing Information:** The proposed project site extends from the proposed detention basin, south approximately 500 feet. As part of this task additional utility and site information will be gathered and incorporated into the project design.
- **Developer Coordination:** ESI will coordinate with the engineer for the development at 63<sup>rd</sup> and Cass Avenue to obtain site design information.
- **Field Investigation/Structure Inspection:** ESI will perform a site visit of the project area that will include inspection of structures and cataloging of site features.
- **Survey:** Topographic survey will be completed, in AutoCAD format, within the limits of the project site and 50-feet beyond the right-of-way. General scope of the survey is:

- Establish property lines, location of all improvements, topography on both sides of Cass Avenue from the detention basin, south for approximately 500 feet
- Location of all utilities at surface level and measure downs for storm, sanitary, and water main.
- Location and size of all trees within the project limits
- All elevations are to be DuPage County Datum (NAVD 88) with site benchmarks set at reasonable intervals throughout the length of the job and noted on the final drawings
- The coordinate system would be Illinois State Plane East Zone

### **Task 2 – Phase II Final Engineering**

ESI Consultants, Inc. will supplement the design plans and specifications to include the additional project area, in compliance with Village standards.

This task shall include the following:

- Alternatives Analysis: ESI will analyze and propose up to two routing alternatives to the Village along with our recommended routing option. Concept drawings will be provided to the Village and ESI will organize and attend a meeting to discuss the recommended alternative.
- Review Developer Model and Design: ESI will obtain the preliminary site design from the developer for the development at the northwest corner of 63<sup>rd</sup> Street and Cass Avenue. The design and model will be analyzed for feasibility and accuracy. Any issues with the model and layout will be brought to the Villages attention for discussion and revision of proposed design.
- Project Meetings: ESI will attend up to three (3) additional coordination meeting at the discretion of the Village
- Preparation of Revised Design Plans, Specifications, and Cost Estimates (100%): this task includes preparation of pre-final design plans, specifications, and cost estimates for submittal and review by the Village of Westmont based on the updated and added design elements from the proposed regional facility south approximately 500 feet. Plans will be done in AutoCAD format. This task includes one round of comments from the Village of Westmont and comment revisions.
- DuPage County Permitting: this task shall include preparing the revised DuPage County DOT Permit Application and the revisions necessary to obtain the Permit. This task includes the submittal meeting and one (1) additional meeting, as needed.

### **Clarifications**

The scope of services, proposed schedule and associated fee includes the following assumptions:

- No Right of Way is required and no construction easements are required
- No hazardous waste remediation is required
- The project is not in an historic district
- No threatened and endangered species or other unique natural resources are impacted and no issues are identified from the information gathered in the EDR
- No construction phase services are included

## **Schedule**

ESI will start services after receipt of CLIENT's acceptance of this proposal and Notice to Proceed. Based on the aforementioned assumptions, the Final Plans, Specifications, and Cost Estimates can be completed within 4 weeks of the Notice to Proceed provided that reviews by the Village are turned around in one week. Permitting completion will be contingent on County review time.

## **Additional Services**

For clarification, the following items are not included in the scope of this agreement. Any work associated with these items, if requested, will be considered as Additional Services:

1. Construction Phase review or observation services
2. ROW Acquisition
3. Boundary Survey & Plat of Easement

## **Client Responsibilities**

CLIENT is to provide the following in a timely manner:

1. Guarantee and make all provisions for ENGINEER to enter upon public and private lands as required to perform the services under this agreement.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to ENGINEER's services for the Project.
3. Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including objectives and constraints and performance requirements.
4. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including geotechnical reports, utility atlases and any other data relative to design or construction of the Project.
5. Furnish to ENGINEER, as required for performance of ENGINEER's Services, other special data or consultations not covered in Basic Services of the Engineer
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
7. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
8. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
9. Bear all costs incidental to compliance with the requirements of this Section.

## COMPENSATION

1. **Amount of Payment:**

For the work outlined in the Scope of Services described herein, the Village shall compensate ESI Consultants, Ltd in the lump-sum amount of **\$29,750.00**.

For additional, reduced or changed scope of services, the amount of payment shall be adjusted based on the ESI 2016 Naperville Standard Billing Rate Sheet hourly-labor-billing-rate-plus-reimbursable-expense basis. This rate sheet has been previously accepted by the Village.

Reimbursables are defined as travel and subsistence, printing, vehicles, testing apparatus, commercial services, courier expenses, telephone/fax and subconsultants.

2. **Statements:**

ESI will bill CLIENT monthly for the engineering services and reimbursable expenses covered under this base agreement. Payment is to be made within thirty (30) days of receipt of our invoice. If CLIENT objects to any invoice submitted by us, CLIENT shall so advise us in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to CLIENT. ESI reserves the right to stop work on the PROJECT if our invoices are overdue by more than thirty (30) days. ESI shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. These financial arrangements are based on the orderly and continuous progress of the PROJECT.

It is necessary that CLIENT advise us in writing at an early date if CLIENT has budgetary limitations for the overall Project Cost or Construction Cost. ESI will endeavor to work within those limitations. If CLIENT requests, ESI will submit to CLIENT periodically during the report preparation phase of our services our opinions as to the probability of completing construction within CLIENT's budget and, where appropriate, request an adjustment in the budget or a revision in the extent, scope or quality of the PROJECT. ESI does not guarantee that our opinions will not differ from negotiated prices or bids. If CLIENT wishes greater assurance as to probable construction costs or if CLIENT wishes formal estimates, an independent cost estimator should be employed.

The proposal cost estimate for engineering services prepared by ENGINEER represents Engineer's best judgment as a design professional. It is recognized, however, that neither the Engineer nor the CLIENT has any control over the costs of changes required by the reviewing agencies or unforeseen conditions. Accordingly, ENGINEER cannot and does not warrant or represent that final costs will not vary from those stated above.

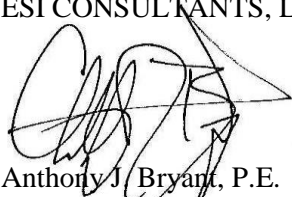
## GENERAL CONSIDERATIONS

This proposal and the attached Attachment A - "General Terms and Conditions", hereto and incorporated therein, represent the entire understanding between CLIENT and ENGINEER in respect of the Project and may only be modified in writing when signed by both parties. If this proposal satisfactorily sets forth CLIENT's understanding of the arrangement between CLIENT and ENGINEER, please sign the enclosed copy of this letter in the space provided below and return it to ESI Consultants, Ltd. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by us in writing.

We appreciate the opportunity to serve the Village of Westmont. If you have any questions regarding this proposal, please contact Anthony Bryant at (630) 470-7987.

Sincerely,

ESI CONSULTANTS, LTD



Anthony J. Bryant, P.E.  
Director of Municipal Services and Transportation

Village of Westmont

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Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date