



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

May 14<sup>th</sup>, 2018

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

Construction Engineering Services for the FDHQ Stormwater Regional Detention Basin Project

Dear Mr. Noriega:

ESI Consultants, Ltd is pleased to provide this proposal for full-time construction inspection services for the FDHQ Stormwater Regional Detention Basin Project (Project). As part of this project ESI Consultants, Ltd will provide full-time construction observation and engineering for the Village of Westmont (Village) for the duration of the Project. The proposed regional stormwater management facility will replace the existing site detention at 6015 S. Cass Avenue, 6101 S. Cass Avenue and the adjacent parcel owned by the Village along Beninford Lane. In addition, the proposed construction includes asphalt resurfacing, driveway and sidewalk replacement, and storm sewer down 61<sup>st</sup> Street from Cass Avenue to Williams; and storm sewer and sidewalk replacement along Cass Avenue from 61<sup>st</sup> Street south approximately 800 feet. If you find this agreement to be acceptable, the executed copies of this letter, together with Attachment A - General Terms and Conditions attached hereto which set forth the contractual elements of this agreement, will constitute an agreement between the Village of Westmont (CLIENT) (Village) and ESI Consultants, Ltd. (ENGINEER) (ESI) for services on this project.

**BASIC SCOPE OF SERVICES - CONSTRUCTION**

ESI Consultants, Ltd proposes the following scope of services as part of this project:

Task 1 - Daily Communication with Residents and Businesses - Since this project will directly affect residents and businesses, daily communication will be essential. Traffic, access for emergency vehicles and pedestrian safety, driveway access, dust control, material storage, construction staging as well as noise levels, will be critical items during construction. First and foremost is for the Resident Engineer to be a visible presence on the project. If residents see that there is someone in charge on the project, they are more likely to bring issues directly to the Resident Engineer, who can then deal with these issues immediately before they become project disruptions. ESI understands that good communication from start to completion is the key to a successful project for the residents and the Village of Westmont.

Task 2 - Traffic Control and Staging of Construction - The proper set-up of traffic control and understanding the stages of construction is critical for the safety of motorists and pedestrians. Our resident engineer will continually ensure that the proper traffic control is set-up in accordance with the contract documents and MUTCD standards and will inform the contractor immediately of any deficiencies. In addition, our team will ensure that all structures are protected from debris and that dust is minimized during construction.

Task 3 - Utility Coordination - While the contractor is responsible for coordinating this work, constant awareness and assistance with communication by the Resident Engineer can be important in resolving schedule issues. At the pre-construction meeting or field joint utility meeting, it will be important to establish proper contact information for each utility agency so that any unforeseen conflicts can be resolved in a timely manner. ESI makes a practice of surveying all utilities and documenting their exact location to identify what utilities may require adjustments and to eliminate the opportunity for the contractor to pave over any structures.

Task 4 - Erosion, Dust and Mud Control - The removal of pavement and the replacement of curb & gutter, driveway and sidewalk requires diligent attention to dust mitigation, erosion, and sediment control measures by the contractor. Daily inspection of sediment protection items such as inlet filters, cleaning of mud and dust and prompt reporting of issues to the contractor for repair, especially after heavy rains when the contractor is not on site, will assure proper function of the drainage system and prevent tracking of mud and sediment to other parts of the neighborhood. We shall write observation reports on all areas of the project under construction and coordinate any repairs with the contractor's designated erosion control representative to assure proper function of the drainage system and prevent tracking of mud and sediment outside of the work zones.

The contract is expected to require QC testing by the contractor for HMA and Concrete Mixtures. The Resident Engineer will review the contractor's QC reports and will coordinate with our independent material testing / geotechnical consultant, Rubino Engineering, Inc., to ensure all required QA testing is performed as specified and that the QA testing frequency meets the requirements needed.

ESI Consultants, Ltd. will provide experienced construction management staff that will observe and document the construction process for the Project from pre-bid reviews of the plans and specs to final closeout and payment to the contractor. Staff will include a Project Manager, a full time Resident Engineer, and field inspection staff as necessary depending on the contractor's workload to observe, monitor, and document the contractor's progress and assure compliance with the contract documents. The following is ESI's detailed scope of work based on several prior successful projects with project specific actions added to assist you in better understanding our approach:

Task 5 - Preconstruction Tasks

1. Review the plans and specifications in depth, particularly the pay items and quantities relative to the elevations and dimensions. Items should be checked for proper units (SF vs. SY) and sufficiency (or excess) of quantities particularly with compatible items (wearing surface & removal). Also review for potential conflicts or anticipate issues and develop solutions prior to construction.
2. Attend/Conduct a preconstruction meeting with all interested parties to discuss goals, objectives, and issues the Village of Westmont may have.
3. Prepare a project contact list with names, addresses, phone numbers, and fax numbers for all contractors, subcontractors, and suppliers for the project. Also 24-hour contact numbers for applicable parties.
4. Familiarize staff with all project permits and requirements needed for construction.
5. Review contractors proposed construction schedule for compliance with the contract milestone dates. Submittals with long lead times should be included on this schedule as well as all major subcontractors' work.
6. Document existing conditions with digital photographs and videotape. Document and create logs of existing utilities and surface features.

7. Conduct a utility meeting, or coordinate utility agencies at the pre-construction meeting, to verify relocation schedules.
8. Conduct a materials meeting and review approved material sources, establish back-up sources, and develop overall plan for materials acceptance.
9. Field books, quantity books, diary, and all other forms of proper project documentation shall be set up. Prepare maintenance of traffic checklist. Review MOT for possible improvements and highlighting areas of concern.
10. Verify all control points for project layout and work with the contractor's layout personnel.
11. Provide advanced notification to the community through flyers, changeable message boards and the Village's website. Meet with community stakeholders, as needed.

#### Task 6 - Construction Tasks

1. Maintain a site presence at all times when the contractor is working. This is always critical so there is someone who represents the Village if issues or questions arise at a moment's notice. Also, handling issues directly in the field prevents miscommunication that can sometimes occur when issues are passed on through a chain.
2. Keep inspector's daily reports and quantity book records up to date. Also maintain project diary noting all contractor and equipment on the site, necessary observations, actions and events.
3. Maintain orderly files of all relevant project documents so that they can be easily accessed including submittal logs. Check and approve project submittals for compliance with standards. Forward recommendations for changes to the Village's representative or the designer for concurrence.
4. Perform quantity measurements to prepare pay estimates and manage the change order process when needed. Review with contractor and submit to the Village with appropriate waivers and recommendation for payment.
5. Hold weekly progress meetings to discuss upcoming work for the week and critical issues that need to be resolved. Follow up items from previous issues are documented in the minutes and discussed so they don't fall through the cracks. Prepare minutes for all meetings and distribute to appropriate parties.
6. Provide liaison functions related to coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project.
7. Maintain daily contact with Prime contractor, utility companies and their contractors to monitor progress and schedule and recommend actions that should be taken if falling behind.
8. Inspect, document, and inform the contractor and the Village of the adequacy of the establishment and maintenance of traffic control. Perform all necessary traffic control checks. Document deficiencies and contractor response to deficiency notices. Inform Village staff of deficiencies and, if contractor does not correct, enforce as contract stipulates. Discuss truck routes and staging areas with all contractors and monitor that route is used.
9. Provide Quality Assurance services and provide necessary coordination and qualified personnel to perform work for all material inspections. Obtain concrete and asphalt samples to perform necessary testing to fulfill QA/geotechnical requirements. Reports will be prepared in a timely manner and coordinated with QC data from the contractor.
10. Maintain and periodically transmit to contractor a running punch list to expedite project close out. This is especially critical near the end of a stage to get items completed before the stage change where access to certain areas may no longer be available.

11. Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
12. Monitor and document erosion control and ensure conformity with the plans and standards and compliance with the approved SWPP Plan.

#### Task 7 - Post Construction Tasks

1. Perform final inspection with the Village of Westmont representative, contractor, and all applicable utilities to finalize punch list. Document the items in the final punch list and submit them to the contractor for close out. Verify completion of all work and provide a recommendation of acceptance to Village of Westmont.
2. Obtain and review record drawings provided by the contractor to confirm all project changes have been incorporated. Submit the final record drawings to Westmont.
3. Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete. Receive final acceptance of all quantities from the contractor and verify that all final waivers have been provided before issuing final recommendation to complete. Close out project records within 45 days after all construction is completed.

#### **Schedule**

ESI will start services after receipt of CLIENT's acceptance of this proposal and Notice to Proceed. Based on the aforementioned assumptions, the project is anticipated to reach substantial completion by October 30<sup>th</sup>, 2018. Punch-list items, restoration, and landscaping items may extend into Spring 2019.

#### **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. ROW Acquisition or easement platting

#### **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. Furnish to ENGINEER, as required for performance of ENGINEER's Services, other special data or consultations not covered in Basic Services of the Engineer
5. 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.
6. 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.
  7. 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.
  8. 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 **\$159,950.00**.

For additional, reduced or changed scope of services, the amount of payment shall be adjusted based on the ESI 2018 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.

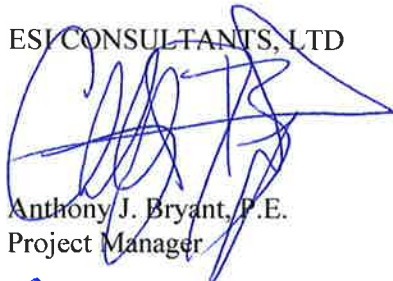
**GENERAL CONSIDERATIONS**

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.  
Project Manager

  
Anthony Malone, P.E.  
Vice President

Village of Westmont

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Signature

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Title

\_\_\_\_\_  
Date