



ESI Consultants, Ltd.
Excellence, Service, Integrity

June 26th, 2018

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

Westmont 2018 MFT Resurfacing Project

Dear Mr. Noriega:

ESI Consultants, Ltd is pleased to provide this proposal for the 2018 MFT Resurfacing Project (Project) to assist the Village of Westmont with engineering services pertaining to the bid document preparation and construction phase services for the Village's 2018 MFT Resurfacing Program. If you find this agreement to be acceptable, the executed copies of this letter, together with Attachment A - General Terms and Conditions previously submitted to and accepted by the Village, 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

In conjunction with the construction of the Regional Detention Facility, the Village desires to seek bids for and complete the 2018 MFT resurfacing project. In addition to HMA resurfacing, as part of this project concrete curbs, sidewalks, and driveway apron deemed to be in poor condition will be reconstructed. Project limits will be defined as:

1. Park Street: Quincy to 55th Street
2. Melrose Avenue: Cass Avenue to Wilmette
3. Wilmette Avenue: Burlington to Chicago
4. 67th Street: Cass Avenue to Williams Street
5. Blackhawk Drive "S-Curve": Chestnut to Oakwood

BASIC SCOPE OF SERVICES

This proposal includes the following scope of services:

Task 1 – Bid Document Preparation Phase

This task will include the following:

- Site Investigation/Identify Deficiencies: As part of this task the ESI Team will meet with Village staff for a project kick off meeting to review the scope of services, project plan and project schedules. We will visit the potential sites with Village staff and identify deficient concrete infrastructure, mark with construction paint, and quantify for inclusion in the construction documents and schedule of prices/cost estimate
- Summary of Quantities/Cost Estimate: Based on feedback from the Village and the site

investigation ESI will prepare a summary of quantities for inclusion in the construction bid documents and an Engineer's Estimate of Probable Cost. It is understood that the Village has \$300,000 of available MFT funds. Based on this budget ESI will recommend a final scope and project locations for the 2018 MFT program.

- **Bid Document Preparation & IDOT Coordination:** This task includes preparation of construction bid documents for bid of the 2018 MFT Resurfacing Program and coordination with IDOT for approval. Bid document will NOT include construction plans. The following items will be included within the bid documents:
 - Project location map detailing the extents of proposed resurfacing
 - Westmont standard front-end contract documents
 - Schedule of Prices
 - Special Provisions
 - Standard specifications, recurring special provisions, D-1 special provisions, BDE special provisions, as necessary.
 - Village of Westmont Standard Details
- **Bid Assistance:** ESI Consultants, Inc. will assist the Village of Westmont in the solicitation of bids for this project. This task shall include the following:
 - Advertisement: The ESI Project Manager will coordinate the advertisement of the project with IDOT and the Village.
 - Addendums: ESI will review questions from contractors and issue clarifications and/or addendums as appropriate during the bidding process.
 - Bid Opening and Recommendations: ESI will attend the bid opening and record the bids as read. ESI will prepare a bid tabulation and recommendation letter for the Village's consideration when awarding a contract.

Task 2 – Construction Services Phase

This task will include the following:

Resident Engineering: ESI Consultants will provide resident inspection services for 25 working days, which is the anticipated duration of construction. Our services shall include:

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. Testing will include:
 - a. QA/QC testing of HMA and concrete. ESI has subcontracted with Seeco Consultants to perform materials testing and quality control for the duration of the project.
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 standards.

Close Out: ESI will provide project close out services for the duration of the project. These services include:

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 15 days after all construction is completed.

Clarifications

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

- No Right of Way or construction easements are required
- No hazardous waste remediation is required. Testing of soils is not included in this proposal.
- The project is not in an historic district

- No threatened and endangered species or other unique natural resources are impacted
- A construction phase during of no greater than 25 working days

Schedule

The 2018 MFT Resurfacing Project will begin upon notice to proceed by the Village of Westmont, anticipated to be July 5th, 2018. Bid Document Preparation Phase completion will be 2 weeks after notice to proceed, anticipated to be July 19th, 2018 with a target letting date of July 31st, 2018.

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 Plans
2. ROW Acquisition or easement platting
3. Geo-technical engineering
4. Environmental testing
5. Permitting

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 cost-not-to-exceed amount of **\$26,150.00**.

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

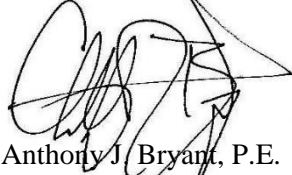
This proposal and the previously accepted Attachment A - "General Terms and Conditions", hereto and incorporated therein, represent the entire understanding between CLIENT and ENGINEER in respect of the Project and may only be modified in writing when signed by both parties. If this proposal satisfactorily 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

Signature

Title

Date