



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 28, 2017

Ms. Hosanna Korynecky
Village Clerk
20 South Ardmore Avenue
Villa Park, Illinois 60181

Subject: Village: Villa Park
Section: 16-00096-00-RS
Project: M-4003(747)
Job: C-91-288-16
Construction Engineering Agreement
Consultant: Robinson Engineering, Ltd.
\$81,005.00 (corrected amount)

Dear Ms. Korynecky:

The department approved the subject agreement on November 17, 2016.
A copy is enclosed. The village may authorize the consultant to proceed with the engineering work.

The corrected amount is based on the following:

Service by others - Geocon Professional Services - proposed costs are reduced by \$2,995 due to no support. Per Harry Gilmore, \$7,005 is acceptable for them instead of \$10,000.

Please contact Debbie Jarvis (Debbie.Jarvis@illinois.gov) if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Gregory S. Lupton".

Gregory S. Lupton, P.E.
Local Project Implementation Engineer

Enclosure

cc: Deborah Bullwinkel, Village President
Anthony Quigley Attn: Christopher Holt - District 1
Roxy Heck (Attn: Project Control)
Robinson Engineering, Ltd.

RESOLUTION NO. 16-99

A RESOLUTION AUTHORIZING CONSTRUCTION ENGINEERING SERVICES AGREEMENTS WITH ROBINSON ENGINEERING, LTD., TO PROVIDE PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE SOUTH SUMMIT AVENUE RESURFACING PROJECT

WHEREAS, the Village of Villa Park ("the Village") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village of Villa Park has a satisfactory relationship with Robinson Engineering, Ltd., and in compliance with the Local Government Professional Services Selection Act (50 ILCS 510/0.01 et seq.) has negotiated agreements with said firm for engineering services; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park find that it is in the best interests of the citizens of the Village of Villa Park to enter into agreements with Robinson Engineering, Ltd., of Itasca, Illinois, for a project commonly known as the "South Summit Avenue Resurfacing Project", as more specifically set forth in documents styled "*Construction Engineering Services Agreement for Federal Participation*" and "*Professional Services Agreement*" between the Village of Villa Park and Robinson Engineering, Ltd., copies of which are attached hereto and incorporated herein by reference as Exhibits A and B;

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: That the *Construction Engineering Services Agreement for Federal Participation*, Job Number C-91-288-16 and Project Number M-4003(747), that is attached hereto and made a part hereof by reference as Exhibit A, between Robinson Engineering, Ltd., and the Village be and is hereby approved and Village President, Deborah Bullwinkel, and Village Clerk, Hosanna Korynecky, are hereby authorized to execute said Agreement on behalf of the Village and the *Professional Services Agreement* that is attached hereto and made a part hereof by reference as Exhibit B, between Robinson Engineering, Ltd., and the Village be and is hereby approved and Village Manager, Richard Kechner, Jr., is hereby authorized to execute said Agreement on behalf of the Village.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 19th day of December, 2016, pursuant to a roll call vote as follows:

AYES: 5
NAYS: 0
ABSENT: 2
ABSTAIN: 0

APPROVED this 19th day of December, 2016

Attest: *[Signature]*
Village Clerk

[Signature]
Village President



| | | |
|---|--|--|
| Local Agency Village of Villa Park | L O C A L A G E N C Y  Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation | Consultant Robinson Engineering, Ltd. |
| County DuPage | | Address 300 Park Blvd, Suite 309 |
| Section 16-00096-00-RS | | City Itasca |
| Project No. M-4003(747) | | State Illinois |
| Job No. C-91-288-16 | | Zip Code 60143 |
| Contact Name/Phone/E-mail Address Jeremie Lukowicz, PE 630-834-8505 jlukowicz@invillapark.com | | Contact Name/Phone/E-mail Address Harry Gilmore, Jr., PE hgilmore@reltd.com 815-412-2711 |

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

| | |
|---|---|
| Regional Engineer | Deputy Director Division of Highways, Regional Engineer, Department of Transportation |
| Resident Construction Supervisor | Authorized representative of the LA in immediate charge of the engineering details of the PROJECT |
| In Responsible Charge | A full time LA employee authorized to administer inherently governmental PROJECT activities |
| Contractor | Company or Companies to which the construction contract was awarded |

Project Description

Name Summit Avenue Route FAU 2653 Length 1.01 mi Structure No. N/A

Termini Roosevelt Road (IL Rt 38) to Madison Street

Description: This project consists of surface removal and hot-mix asphalt overlay on Summit Avenue, such work to include hot-mix asphalt construction, curb and gutter removal & replacement, HMA pavement patching, drainage structure adjustments, sidewalk repair and all other related work necessary to complete the project.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) . agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
- FF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Exhibit A - Construction Engineering

Route: Summit Avenue
 Local Agency: Village of Villa Park
 (Municipality/Township/County)
 Section: 16-00096-00-RS
 Project: M-4003(747)
 Job No.: C-91-288-16

* Firm's approved rates on file with
 IDOT's Bureau of Accounting and
 IDOT Approved Overhead Rate: 167.64%
 Project Overhead Rate: 167.64%
 Complexity Factor = 0.0

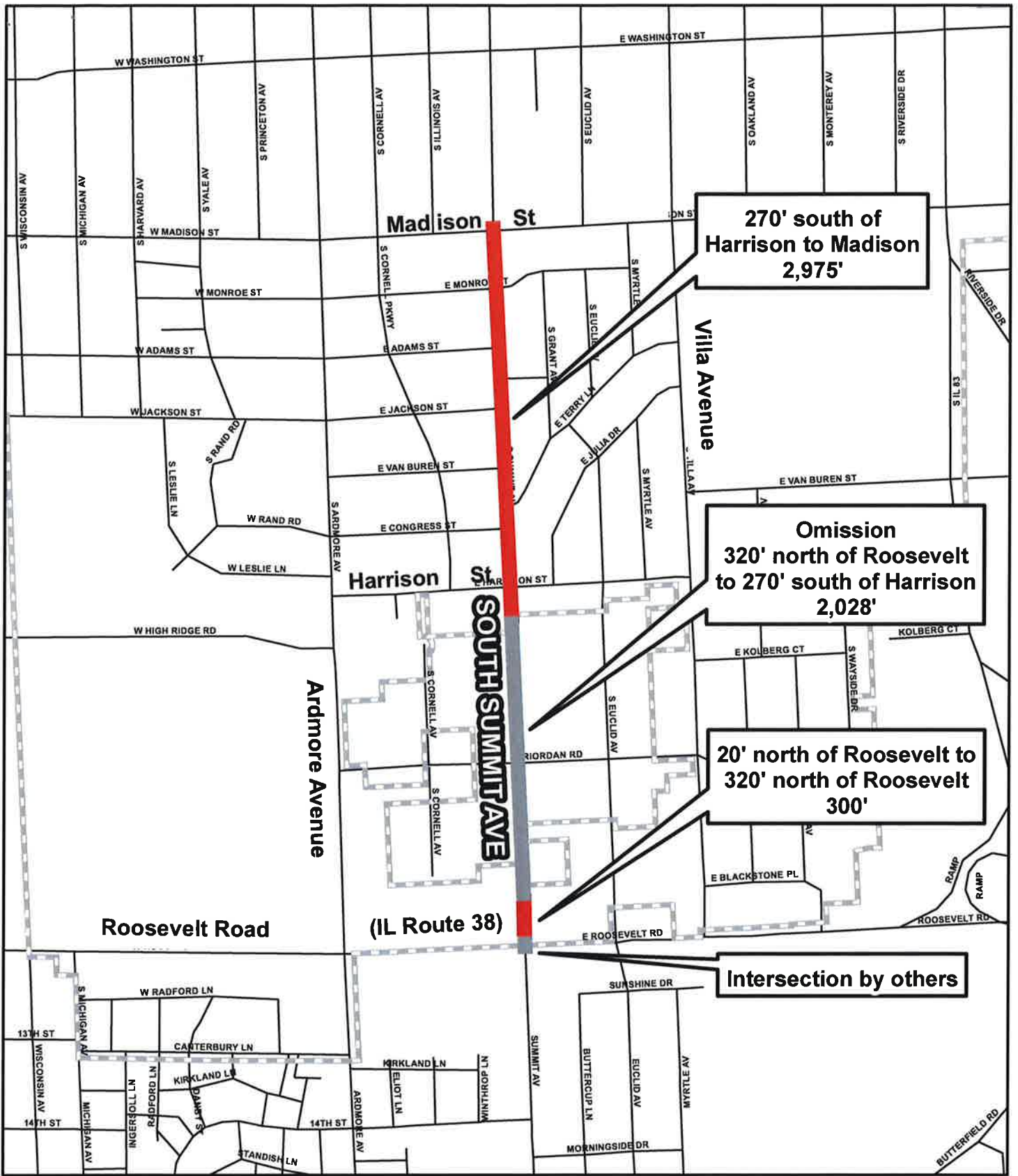
Method of Compensation:
 14.5%(DL +R(DL) + OH(DL) + IHDC)
 14.5%(DL +R(DL) + 1.4(DL) + IHDC)
 14.5%[(2.3 + R)DL + IHDC]
 [(2.8 + R)DL] + IHDC

 Lump Sum

Cost Estimate of Consultant's Services in Dollars

| Element of Work | Employee Classification | Man-Hours | Avg. Payroll Rates ¹ | Payroll Costs (DL) | Overhead* | Services by Others | In House Direct Costs (IHDC) | Profit | Total |
|--|--------------------------|-----------|---------------------------------|--------------------|-----------|--------------------|------------------------------|----------|-----------|
| Project Management & Documentation | Principal Engineer 1 | 8 | \$63.10 | \$ 505 | \$ 846 | | | \$ 196 | \$ 1,547 |
| | Senior Project Manager 2 | 30 | \$53.25 | \$ 1,598 | \$ 2,678 | | | \$ 620 | \$ 4,896 |
| | Resident Engineer 3 | 80 | \$35.95 | \$ 2,876 | \$ 4,821 | | | \$ 1,116 | \$ 8,813 |
| | Project Engineer 2 | 40 | \$33.52 | \$ 1,341 | \$ 2,248 | | | \$ 520 | \$ 4,109 |
| Construction Observation & Documentation | Field Superintendent | 20 | \$40.10 | \$ 802 | \$ 1,344 | | | \$ 311 | \$ 2,458 |
| | Resident Engineer Rep 2 | 40 | \$31.89 | \$ 1,276 | \$ 2,138 | | | \$ 495 | \$ 3,909 |
| | Resident Engineer 3 | 300 | \$35.95 | \$ 10,786 | \$ 18,082 | | | \$ 4,186 | \$ 33,054 |
| Project Control/Layout & Staking | Field Crew Chief | 40 | \$31.28 | \$ 1,251 | \$ 2,098 | | | \$ 486 | \$ 3,834 |
| | CAD Manager | 16 | \$38.80 | \$ 621 | \$ 1,041 | | | \$ 241 | \$ 1,902 |
| Punch List & Final Closeout | Resident Engineer 3 | 56 | \$35.95 | \$ 2,013 | \$ 3,375 | | | \$ 781 | \$ 6,169 |
| | Administrative 2 | 7 | \$ 20.15 | \$ 141 | \$ 236 | | | \$ 55 | \$ 432 |
| | Project Engineer 2 | 28 | \$33.52 | \$ 939 | \$ 1,573 | | | \$ 364 | \$ 2,876 |
| Proportioning and Testing of Concrete Mixtures and Bituminous Mixtures (Geocon) ¹ | | | | | | \$ 10,000 | | \$ - | \$ 10,000 |
| Totals | | 665 | - | \$ 24,148 | \$ 40,481 | \$ 10,000 | \$ - | \$ 9,371 | \$ 84,000 |

¹Sub-Consultant Geocon Professional Services



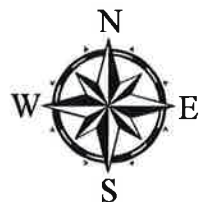
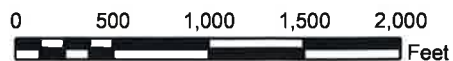
Functional Classification: Minor Arterial



SOUTH SUMMIT AVENUE RESURFACING PROJECT

Location Map

South Summit Avenue
Roosevelt Road to Madison Street





September 23, 2016

Ms. Patricia Barker
Robinson Engineering Ltd.
17000 South Park Ave.
South Holland, IL 60473

SUBJECT: Proposal for Summit Ave. Villa Park, IL
GEOCON Proposal No. 16-P342

Dear Ms. Barker:

In accordance with your request, GEOCON Professional Services, LLC (GEOCON) is pleased to submit this proposal for provide construction materials testing and inspection services for the above referenced project. A brief description of our understanding of the project and scope of services to be provided is included in the following paragraphs.

SCOPE OF WORK

GEOCON proposes to provide technical personnel to perform the necessary testing and inspection services in accordance with the project specifications, or other applicable guidelines. It is understood that the testing services required for your project may include the following:

- Concrete QA Plant Testing and Monitoring
- HMA QA Field & Laboratory Testing

FEE PROPOSAL

It is proposed to perform the services according to the attached Fee Schedule additional work beyond the scope and duration discuss in previous sections of this proposal will be quoted upon request.

AUTHORIZATION

GEOCON will proceed with the work on the basis of authorization received from the client, which may be in the form of a copy of the proposal signed and returned to GEOCON.

Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at our (815) 806-9986. We are looking forward to working with you on this project.


Sincerely,
GEOCON Professional Services, LLC



Doug R. Jury
Laboratory Manager

Attachments: Estimate Material & Laboratory Testing
Construction General Conditions

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

FIRM: ROBINSON ENGINEERING
SIGNATURE: 
NAME: PATRICIA K BARKER
TITLE: VICE PRESIDENT
DATE: 12/13/16

GENERAL CONDITIONS
GEOCON PROFESSIONAL SERVICES, LLC
Construction Testing Services
Page No. 5 of 5

Item 1. Scope of Work. GEOCON Professional Services, LLC (GEOCON) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of GEOCON signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work, GEOCON shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of GEOCON field representatives will be for the purpose of providing observation and field testing, and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor (s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by GEOCON personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that GEOCON will not be responsible for job or site safety of the project. Job and d site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that GEOCON should observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by GEOCON or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GEOCON's recommendations. No claims for loss, damage or injury shall be brought against GEOCON by client or any third party unless all tests and observations have been so performed and unless GEOCON's recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services,

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken,

Item 8. Reports and Ownership of Documents. GEOCON will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOCON as instruments of service, shall remain the property of GEOCON, unless there are other contractual agreements. GEOCON will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

Item 9. Confidentiality. GEOCON shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

Item 10. Standard of Care. GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretation by others, of data obtained by GEOCON.

Item 11. Limitations of Liability. The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed the lesser of GEOCON's fees for the services performed on the project, or \$25,000.00, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance and Indemnity. GEOCON represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that GEOCON's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 11 and 12, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

Item 13. Modification. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, GEOCON shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GEOCON's files in order and/or protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination,

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of GEOCON's report.

**VILLA PARK
PROFESSIONAL SERVICES AGREEMENT
PHASE III PROJECTS**

Project: Summit Avenue LAFO Road Resurfacing Project Phase III ("Project")

This Agreement is by and between

**The Village of Villa Park ("Client")
20 S. Ardmore Avenue
Villa Park, IL 60181**

and

**Robinson Engineering, Ltd. ("Engineer")
17000 South Park Avenue
South Holland, IL 60473**

Who agree as follows:

Client hereby engages Engineer to perform the services set forth in Part I - Services and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation. Engineer shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Engineer agree that this signature page, together with Parts I-V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: 

Title: VILLAGE PRESIDENT

Date: 12/19/14

Agreed to by Engineer

By: 

Title: VICE PRESIDENT

Date: 12/13/2014

**PART I
SERVICES BY ENGINEER**

A. Project Description

This project scope is to provide Phase III construction observation services in accordance with the IDOT required BLR 05611 provisions. The proposed project will include the observation of construction activities on Summit Avenue, Roosevelt Road (IL RT 38) to Madison Street within the Village of Villa Park.

B. Scope

The project scope assumes field personnel up to the level of an engineer working at a rate of up to 40 hours per week on an as needed basis without overtime, and a project manager working at a rate of up to 5 hours per week on an as needed basis. Additional staff will be utilized on an as-needed basis.

PRE-CONSTRUCTION PHASE

1. Review contract documents; plans, specifications, and estimates provided by the Client.
2. Review site conditions.
3. Verify available survey information and perform pre-construction survey of existing cross-sections on an as needed basis, if applicable.
4. Coordinate and oversee any pre-construction meetings; prepare minutes of meetings on an as needed basis.

CONSTRUCTION PHASE

1. Provide construction engineering services to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and provide weekly progress reports and advise the Client of any changes or conditions that impact the project in a timely manner.
3. Chair construction progress meetings on an as needed basis. Prepare and distribute minutes of meeting on an as needed basis.
4. Provide materials Quality Assurance and verify that contractors Quality Control activities are in accordance with the approved QC Plan for PCC and Bituminous items. Review other construction materials to verify compliance with the contract documents on an as needed basis.
5. Prepare and maintain files for documentation of all payable work and other related project activities. This documentation will be in accordance with both IDOT and the Village's requirements.
6. Evaluate, coordinate, and prepare the Authorizations. IDOT will process all Authorizations.
7. Prepare pay estimates and review with the contractor on a monthly basis to determine what amount of the construction is completed in order to recommend disbursement of funds. All work to be done on IDOT electronic platforms.
8. Prepare field notes for documentation of payable work, as well as for verification of the contractor's submitted record drawings. The field notes from observation, measurements, surveying, and meetings will be available for review by IDOT and the Client as needed.

9. Develop "punch lists" to note any incomplete or non-acceptable work.
10. Provide timely layout verification and survey activities so that the contractor's work schedule is not impeded on as needed basis.
11. Track quantities based on funding source code.
12. Conduct on-site meetings with affected stakeholders at times during construction or at times convenient for the affected parties.

POST-CONSTRUCTION PHASE

1. Oversee completion of punch list work on an as needed basis.
2. Finalize quantities for all construction activities.
3. Prepare and submit final pay estimate.
4. Compile and submit final documentation per IDOT requirements.
5. Provide new elevations and locations utilizing GPS / Total Station (for as-built creation), when applicable.
6. Provide a set of record drawings (as-built) for the construction. The record drawings are to be provided in printed format on paper and electronic PDF media.

C. Schedule

Work will commence upon written notice by the Client and as scheduled by the contractor and allowed in the contract documents. The anticipated duration of construction is 65 calendar days.

D. Assumptions/Conditions

This Agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This Agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This Agreement does not include the preparation of assessment roles or schedules.
4. This Agreement does not include geotechnical investigations.
5. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Engineer. All permit fees will be paid by the Client.
6. State permits for this project will be obtained by the Client with information provided by Engineer. All permit fees will be paid by the Client.
7. No Federal permits are anticipated for this project.
8. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This Agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Drawings for this project will be provided to the Client in printed format on paper and electronically in Adobe® Portable Document Format (PDF) and AutoCad for preparation of As-builts, if required. The engineer understands that that drawing submitted for this project are services of instrument of another firm and are only to be used for this project as specified under this agreement.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Engineer with reports, studies, site characterizations, regulatory decisions, construction contracts, engineering plans, and similar information relating to the Services that Engineer may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Jeremie Lukowicz, P.E.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III
COMPENSATION**

A. Compensation

1. Total compensation to Engineer for performance of the work defined in PART I, SERVICES of this Agreement will be the sum of the following and will not exceed \$84,000 with a maximum cap of 15% of the final contract amount.
 - a. Payment for labor for services rendered by employees working on the Project will be based on Cost Plus Fixed Fee rates as defined in the attached form BLR05611, Page 7 of 8.
 - b. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Engineer. Geocon Professional Services shall be retained for the QA testing. Engineer will obtain written Client approval before authorizing any other services.
 - c. Payment for expenses incurred directly on behalf of the Project at actual cost to Engineer. Direct project expenses will be as defined in the attachment, "Direct Costs Check Sheet/BDE 436".

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 60 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Engineer within 60 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 60 calendar days of the date of invoice or otherwise is in breach of this Agreement, Engineer may suspend performance of services upon seven (7) calendar days' notice to the Client. Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Engineer shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Engineer to resume performance.
2. Billing Records
Engineer shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV
EMPLOYMENT OPPORTUNITY**

In the event of Engineer's (hereinafter referred to as the "Consultant") non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship, status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit records as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of this contract obligations are undertaken or assumed so that

such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS

CONTRACT - These Standard Terms and Conditions supplement the Agreement between the Local Agency ("LA") and the Consultant/Consulting Engineer (herein "REL"):

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE - REL may, without liability, rely on the accuracy and completeness of information provided by LA, LA's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE - The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment made to REL's compensation and agreed to in writing by REL and LA.

DELAYS - REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION - LA may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to LA. Either party may terminate this agreement upon thirty (30) days written notice to the other party 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.

LA shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on LA's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. LA shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY - LA agrees to obtain legal right-of-entry on the property when entry to property is required by the work.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS - REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of

construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY - REL's total liability to LA for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for LA's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when LA and REL otherwise settle/resolve the cause or causes of action.

INSURANCE - REL shall maintain Insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER - To the fullest extent permitted by law, LA and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE - This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT - A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT - A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL - All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by LA or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of LA and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon LA and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS - to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

LA's Initial: _____ Date: _____
Supplements BLR 5510, 5511, 5512, 5520, 5530, 5610 & 5611

(10/2014)



**Illinois Department
of Transportation**

**Local Public Agency Resident
Construction Supervisor/ In
Responsible Charge**

John Fortmann
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

| | |
|--------------|--------------------------------|
| County | <u>DuPage</u> |
| Municipality | <u>Village of Villa Park</u> |
| Section | <u>16-00096-00-RS</u> |
| Route | <u>Summit Avenue</u> |
| Contract No. | <u></u> |
| Job No. | <u>C-91- 288-16</u> |
| Project | <u>M-4003(747)</u> |

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

12/15/16
Date



Jeremie Lukowicz, Assistant Village Engineer

Signature and Title (for the Local Public Agency)

Doug Breshock

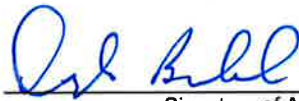
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 14-0321.

- * Civil Engineering Technology Program, Purdue University
- * 36 years work experience for Robinson Engineering, Ltd. in various roles
- * Currently supervising a staff of 30 technicians, resident engineers and survey staff
- * Performed IDOT inspection/supervision of over \$9,000,000 in transportation projects since 2007

12/13/16
Date



Signature of Applicant

Field Superintendent

Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved _____

Date

Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



**Illinois Department
of Transportation**

**Local Public Agency
Construction Inspector**

John Fortmann
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

County DuPage
Municipality Village of Villa Park
Section 16-00096-00-RS
Route Summit Avenue
Contract No. _____
Job No. C-91- 288-16
Project M-4003(747)

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved 12/13/16 _____ [Signature]
Date Signature and Title of Resident Construction Supervisor

David Webber
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 14-0517.

* Twenty years experience in construction inspection, supervising both underground and pavement construction ranging from \$500,000 to \$7,500,000

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved 12/15/16 _____ [Signature]
Date Signature and Title of In Responsible Charge from BC-775
Jeremie Lukowicz, Assistant Village Engineer