



## Proposal to Furnish Design Engineering Services

2020 Street Improvements

Village of Villa Park, DuPage County, Illinois

### I. Project Understanding and Approach

This project consists of roadway improvements based on the GO Bond program as well as the non-referendum program developed by the Village of Villa Park. In addition, Plymouth Street will be utilizing state funding from the Build Illinois Bond Fund. Civiltech has reviewed the anticipated improvements for the streets in the 2020 program and has completed a preliminary field investigation to further develop the scope of work for each roadway. This work will also include roadways from the 2019 program as the Village decided to bundle the work into the 2020 program. The roadways included in the 2020 program are as follows:

Re-packaging of 2019 Street Improvement Program:

- Plymouth Street (Ardmore Avenue to Villa Avenue)
- St. Charles Alley (Harvard Avenue to Yale Avenue)
- Park Boulevard Alley (Princeton Avenue to Ardmore Avenue)
- Park Boulevard (Princeton Avenue to Ardmore Avenue)

2020 Street Improvement Program:

- Vermont Street (Ardmore Avenue to Villa Avenue)
- Stone Road Alley (Addison Road to Wisconsin Avenue)
- Addison Road Alley (Ridge Road to Stone Road Alley)
- Village driveway improvement located at 257 North Avenue

Civiltech will design the roadway improvements to the established budget for the combined 2019 and 2020 Street Improvement programs. We will coordinate with the Village the estimated improvement costs at various stages of the design process. Multiple roadway improvement methodologies will be evaluated to ensure long-term sustainability of the roadway facility with the available funding.

The Civiltech project team will be as follows:

- Director of Design – Jonathan R. Vana, P.E.
- Project Manager – Derek N. Mall, P.E.
- Project Engineer – Mark J. Piasecki, P.E.
- Design Engineer – Marcelino Cruz
- QC/QA Engineer – James D. Ewers, P.E.

Civiltech will be providing design engineering services with the assistance of its sub-consultants:

- Surveying – Gentile & Associates (Gentile); Joseph F. Gentile, PLS



- Geotechnical Engineering – Midland Standard Engineering and Testing (MSET); William J. Wyzgala, P.E.
- Environmental Engineering (CCDD) – True North Consultants (True North); Marjory McMahon Bredrup

During the preliminary engineering phase, Civiltech will develop recommendations for the improvements on each roadway along with a cost estimate to compare it to the available budget. These recommendations will be compared to the original program improvements and any variations will be discussed with the Village.

Before Civiltech can begin their plan production process, Gentile will need to survey all the necessary roadways. Their surveying ability will be dependent on the weather conditions where snow can potentially influence the design schedule. Regardless, Civiltech and its sub-consultants will strive to make a March, 2020 bid opening so that construction can begin in April, 2020. An anticipated schedule is included in Attachment C.

Additional work has been done to sidewalk along the south side of Park Boulevard between Princeton Avenue and Ardmore Avenue beyond the scope of the 2019 Street Improvement program. The purpose was to make the sidewalk ADA compliant and make the driveway access points safer to pedestrian traffic. The additional fee to do this design work has been included in the 2020 Street Improvement program.

## II. Scope of Services

### 1. Data Collection and Early Coordination

- A. Initial Kick-Off Meeting with Village** - We will come to the meeting prepared to discuss the project scope based on our recommended improvements for each roadway. We will be prepared to bring an Agenda, discuss the project schedule provided with this proposal and modify any milestone dates as necessary.
- B. Obtain and Review Record Data** - We will obtain and review available Village data including, but not limited to, subdivision plans and plats, record plans, geotechnical reports, right-of-way data, aerial photography and contour mapping, sewer videos, other existing plans, and water and sewer system maps.
- C. Preliminary Utility Company Coordination** - We will call in a Design-Stage J.U.L.I.E. locate request and send letters and project location maps to the utility companies within the project limits requesting copies of their utility atlases.
- D. Review Geotechnical Data** – Geotechnical work will be completed by MSET to assist in developing the scope of work for each roadway. Civiltech will review this information during the Preliminary Engineering phase of the work to refine pavement rehabilitation and/or reconstruction alternatives. See Attachment B for the sub-consultant's proposal.



- E. Clean Construction and Demolition Debris (CCDD) Testing and Certification** – True North will perform the CCDD analysis for each roadway. Civiltech will review the results and provide the necessary pay items for disposal of materials. If needed special waste characterization will be performed and will be included as a built-in contingency item into the contract. See Attachment B for the sub-consultant’s proposal.
- F. Field Survey and Preparation of Base Sheets** – Design topographic survey will be completed by Gentile. See Attachment B for the sub-consultant’s proposal. On the streets where survey is not required, Civiltech will use available aerial photography and LIDAR data to develop base sheets for the resurfacing. Base sheets will be prepared at a scale of 1”=20’ and 1”=40’ for use during the contract plan preparation. Once prepared, we will perform a “plan-in-hand” field check during which we will:
- Verify the completeness and accuracy of the design survey while familiarizing ourselves with the project area and any special conditions in the field.
  - Obtain additional field measurements to supplement the base drawing development and include the necessary information for the bidding plans.
  - Review the project area for any problematic drainage conditions that could be remedied as part of this project.
  - Review existing signage for MUTCD compliance and investigate any other topographic features which may affect or be affected by the proposed design.
  - Establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained from JULIE request and visual observation in the field.
  - Photo-document the project area for use during design.
- G. Inspection and Condition Report of Utility Structures** – Civiltech will inspect and develop a condition report for all drainage structures, sanitary manholes and water valve vaults for the roadways in this project. Structures requiring repair or deemed to be unsatisfactory will be addressed as part of the contract documents. We will use the inspection form previously provided by the Village.
- H. Sanitary Sewer Televising & Water Service Evaluation** – Civiltech will review sewer videos provided by the Village for this project, and will evaluate the sewer mains and services to determine locations where point repairs are needed. The point repairs will be included in the contract plans. Water service lines encountered to be non-copper will be removed and replaced.

## **2. Preliminary (65%) and Pre-Final (95%) Engineering Plans, Special Provisions & Estimates**

- A. Pavement Design** – Pavement design will be determined by each roadway utilizing the recommendations in the geotechnical report and coordination with the Village. Resurfacing



streets will be completed following Village requirements and the IDOT Bureau of Local Roads and Streets Manual.

- B. Drainage** – No significant drainage improvements are proposed as part of these improvements. Structures and pipes will be repaired or replaced based on the results of the structure investigation. The drainage at the alleys will be analyzed for any low-points and potential ponding of water. This may require a proposed storm sewer system to drain the alleys that would tie into the roadway drainage system on either side of the alley.
- C. Parking & Bicycle Facilities** – Civiltech will investigate a potential bicycle route on Vermont Street between Ardmore Avenue and Villa Avenue to determine if it would be a viable route between Villa Avenue and the train station. This may include adding additional pavement markings and signage for bicycle facilities along Vermont Street. Civiltech will also determine potential on-street parking options for the businesses located along the south side of Park Boulevard between Princeton Avenue and Ardmore Avenue.
- D. Sidewalks** – On rehabilitation and reconstructed streets sufficient survey grading will be used to ensure compliance with ADA/PROWAG requirements. On all other streets, the Highway Standards for curb ramps will be relied upon, with sufficient quantity for sidewalk and sidewalk ramps being included for field compliance. In addition, all sidewalks throughout the roadway sections will be evaluated for trip hazards.
- E. Preliminary and Pre-Final Plans** – The Preliminary Plan preparation and submittal will be made to the Village in an effort to identify and address any significant design issues prior to completing Pre-Final Plans. This will also allow us to review the estimated project costs in comparison to the original budget. The 2019 Street Improvement program will be re-packaged within the 2020 Street Improvement program. All documents will be submitted electronically which will include both a half-size (11x17) and full-size (22x34) PDF plan set.

Civiltech anticipates including all the improvements in one set of contract documents organized in MFT format. This scope does not include splitting up the streets into multiple contracts. We will prepare one set of contract plans in accordance with the applicable sections of the BLRS manual, applicable IDOT Standards and in accordance with current Village standards and practices:

- Cover Sheet (1 sheet)
- General Notes, Index of Sheets and List of Highway Standards (2 sheets)
- Summary of Quantities (4 sheets)
- Typical Sections (4 sheets)
- Earthwork Schedules (2 sheets)
- Alignment, Ties, and Bench marks (1"=50') (4 sheets)
- Construction Staging and Maintenance of Traffic Plans (2 sheets)
- Roadway, Drainage & Utilities, Removal Plan, Proposed Plan and Profile (Reconstruction or Rehabilitation) (1"=20')
  - Plymouth Street (3 sheets)



- Vermont Street (4 sheets)
- Stone Alley (2 sheets)
- Addison Alley (1 sheet)
- St. Charles Alley (1 sheet)
- Park Boulevard Alley (1 sheet)
- Park Boulevard (2 sheet)
- Roadway Removal & Proposed Plan (Double Panel for Resurfacing) (1"=20')
  - Plymouth Street (3 sheets)
  - Vermont Street (2 sheets)
- Pavement Marking, Erosion Control and Landscaping (Double Panel) (1"=40')
  - Plymouth Street (3 sheets)
  - Vermont Street (3 sheets)
  - St. Charles Alley, Park Alley & Park Boulevard (1 sheet)
  - Stone Alley & Addison Alley (1 sheet)
- Site Plan (1"=10')
  - Village driveway at 257 North Avenue (1 sheet)
- Roadway Construction Details (13 sheets)

All Plymouth Street and Vermont Street sheets will be organized in order from Ardmore Avenue to Villa Avenue regardless of improvement type. We anticipate this set of contract plans to contain approximately 60 sheets.

Cross sections will be prepared and developed as part of the design process to complete the geometric design of the reconstruction streets and to quantify earthwork quantities, but they will not be included in the bidding plans. Instead, additional existing and proposed elevations will be provided in the removal and proposed plans to aid in construction layout. This will include grades along the sidewalk, center of driveway aprons, and along the left/right side of edge-of-pavement.

Erosion control items are anticipated to include inlet filters and possibly silt fence which will be included in the Pavement Marking, Erosion Control and Landscaping sheets.

- F. Pre-Final Special Provisions** - We will use the specifications developed in the 2019 Street Improvements project along with other Village specifications with modifications as necessary to meet the project goals. The specifications will reference the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Water and Sewer Construction in Illinois. When necessary, we will provide supplemental specifications for the proposed items of work as required. Illinois Environmental Protection Agency (IEPA) documentation will be completed as required for the scope of work undertaken to include NPDES permitting such as the Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI). These items will be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, Illinois Urban Manual, Village, and County requirements.



- G. Preliminary and Pre-Final Estimates of Cost and Time** - We will perform detailed quantity calculations at each stage of the plan development to establish an Engineer's Estimate of Cost. It will include measurements and calculations performed by separate engineers in order to ensure the accuracy of the calculations, and we will also use these quantities and items of work to prepare an Engineer's Estimate of Time. Our time estimate will be developed with input from experienced resident/field engineers to ensure the proposed amount of work can be completed within the Village's anticipated construction schedule. These items of work and unit prices will be developed based on review and analysis of recent bid tabulations for projects of similar scope and magnitude. The cost estimate will be broken out by referendum and non-referendum funding types.
- H. QC/QA Review** - Prior to submission of the Preliminary and Pre-Final plans for review, we will perform an internal Quality Control / Quality Assurance review of the work completed. The review will be performed by a professional engineer independent of the design team. The Construction Engineer will also complete a contract document review at the Pre-Final stage. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The Director of Construction Services, Jim Ewers, will provide the review comments to the design team. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

### **3. Final (100%) Plans, Special Provisions & Estimates**

**Final Plans, Special Provisions & Estimates** - After completion of all reviews and resolution of any Village, stakeholder or utility company concerns, the contract plans will be finalized. All documents will be submitted electronically which will include both a half-size (11x17) and full-size (22x34) PDF plan set.

In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design and quantity calculations. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents. AutoCAD files will be provided to the Village either on a FTP site or flash drive containing all base and sheet files of the plan set.

The quantities will be updated based on final changes made to the plans after the pre-final review stage and a final estimate of quantities and cost will be provided for inclusions within the bid documents as necessary for the advertisement and construction letting.

We will also meet with the Village for a Final review of the contract plans and documents, if necessary, and will coordinate upcoming efforts for project advertisement and bid opening.

### **4. Project Administration, Coordination and Permits**

- A. Project Administration** - This item includes project setup and monthly invoicing. In addition, this item includes coordination meetings with the Village, internal project team coordination, and sub-consultant coordination.



- B. Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.
- C. Design Review Meetings** - We will meet with the Village to discuss any review comments and design issues. The meetings will be scheduled such that all parties will have had an opportunity to review the submittals and provide comments. All meetings will be documented with Meeting Minutes. Any comments provided by the Village will be documented with a disposition of comments narrative.
- D. Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or vertical locates, can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement.
- E. Stormwater and Erosion Control Permitting** - All stormwater elements of the project will be designed to meet the requirements of the DuPage County Stormwater Ordinance. The Village of Villa Park is a full waiver community, and the Village's representative will review the project for compliance with the County ordinance. The 2020 Street Improvements are not located in any floodplains. A formal permit submittal to DuPage County is not anticipated. All drainage design calculations will be documented and organized in a manner that demonstrates compliance with County ordinance requirements.
- F. Bidding and Construction Assistance** - We will assist the Village in advertising the project and make the contract documents available to the Village in electronic format. Bidding documents will be uploaded to QuestCDN. We will prepare and manage all aspects of the online bidding process including setting up the online bid advertisement, creating and managing VBid, and assisting the Village with online Q&A responses.

We will attend the pre-bid meeting held by the Village and be prepared to answer all contractor requests for information or questions, and (if necessary) issue an addendum. We will also attend the bid opening, prepare a bid tab of the results and prepare a recommendation letter to the Village Board. We will prepare and coordinate the signature of the contract documents with the Contractor. We will also attend any required pre-construction meetings to answer questions regarding the design and contract documents.



### III. FEE CALCULATION

In order to calculate our “not-to-exceed” fee, we estimate man hours to complete the individual tasks outlined in the Scope of Services section of this proposal.

Direct costs such as printing, vehicle expenses, and sub-consultant expenses will be billed at their actual cost. Compensation for our work will be based upon actual labor dollars expended times a factor of **2.67** to cover actual payroll, overhead and indirect costs, payroll burden and fringe benefit costs and profit. Please reference the Cost Estimate of Consultant Services and manhour/direct expense calculations in Attachment A.

Maximum “not-to exceed” fees including all sub-consultants:

Total: \$119,400

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Jonathan R. Vana, P.E.  
President  
Civiltech Engineering, Inc.

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Accepted By  
Village Manager  
Village of Villa Park



# **Attachment A**

## **Cost Calculations**



**Attachment A-1 Cost Estimate of Consultant Services**

		Personnel & Hours					Total Hours	% of Hours	Labor Cost
		Director of Design Services	Project Manager	Project Engineer	Design Engineer	QC/QA Engineer			
		\$70.00	\$57.50	\$43.00	\$30.00	\$70.00			
1	Data Collection and Early Coordination	2	16	65	70	0	153	17.1%	\$ 5,955.00
2	Preliminary (65%) and Pre-Final (95%) P, S & E	7	29	247	279	8	570	63.8%	\$ 21,708.50
3	Final (100%) P, S & E	2	7	36	44	4	93	10.4%	\$ 3,690.50
4	Project Administration, Coordination and Permits	3	19	44	12	0	78	8.7%	\$ 3,554.50
Total Labor Cost									\$ 34,909
Direct Labor Multiplier		2.67							\$ 93,206
Direct Costs and Sub Consultant Expense (See attached calculation)									\$ 26,194
<b>Total Engineering Cost:</b>							<b>894</b>	<b>100.0%</b>	<b>\$ 119,400</b>



### Attachment A-2 Detailed Manhours

Task No.	Task	Personnel & Hours					Total	% of Hours
		Director of Design Services	Project Manager	Project Engineer	Design Engineer	QC/QA Engineer		
<b>1</b>	<b>Data Collection and Early Coordination</b>							
A.	Initial Kick Off Meeting with Village	2	3	3			8	5.2%
B.	Obtain and Review Record Data			4			4	2.6%
C.	Preliminary Utility Company Coordination			2	6		8	5.2%
D.	Review Geotechnical Data		1	4			5	3.3%
E.	Field Survey and Preparation of Base Sheets		4	32	52		88	57.5%
F.	Inspection and Condition Report of Utility Structures		8	12	12		32	20.9%
G.	Sanitary Sewer Televising & Water Service Evaluation			8			8	5.2%
	<b>Sub-total Item 1</b>	<b>2</b>	<b>16</b>	<b>65</b>	<b>70</b>	<b>0</b>	<b>153</b>	<b>100.0%</b>
<b>2</b>	<b>Preliminary (65%) and Pre-Final (95%) P, S &amp; E</b>							
A.	Pavement Design		1	4	4		9	1.6%
B.	Drainage Design		1	12	8		21	3.7%
C.	Parking & Bicycle Facilities		1	12	8		21	3.7%
D.	Sidewalks		1	16	32		49	8.6%
E.	Preliminary and Pre-Final Plans							
	Cover Sheet (1 sheet)			1	3		4	0.7%
	General Notes, Index of Sheets and List of Highway Standards (2 sheets)		1	2	4		7	1.2%
	Summary of Quantities (4 sheets)		1	2	4		7	1.2%
	Typical Sections (4 sheets)		1	8	8		17	3.0%
	Earthwork Schedules (2 sheet)		1	8	8		17	3.0%
	Alignment, Ties and Bench marks (1"=50') (4 sheets)		1	4	4		9	1.6%
	Construction Staging and Maintenance of Traffic Plans (2 sheets)		2	8	4		14	2.5%
	Roadway, Drainage & Utilities, Removal Plan, Proposed Plan and Profile (Recon or Rehab) (1"=20' H : 1"=5' V) (14 sheets)	2	8	70	84		164	28.8%
	Roadway Removal & Proposed Plan (Resurfacing) (1"=20') (5 sheets)	1	2	16	30		49	8.6%
	Pavement Marking, Erosion Control and Landscaping (1"=40') (8 sheet)		1	8	8		17	3.0%
	Site Plan (1"=10') (1 sheet)		1	8	16		25	4.4%
	Roadway Construction Details (13 sheets)		1	8	8		17	3.0%
	Cross Sections - 50' intervals, high and low-points, and driveways (design use only)		2	24	30		56	9.8%
F.	Pre-Final Special Provisions		2	16			18	3.2%
G.	Preliminary and Pre-Final Estimates of Cost and Time		1	20	16		37	6.5%
H.	QC/QA Review	4				8	12	2.1%
	<b>Sub-total Item 2</b>	<b>7</b>	<b>29</b>	<b>247</b>	<b>279</b>	<b>8</b>	<b>570</b>	<b>100.0%</b>
<b>3</b>	<b>Final (100%) P, S &amp; E</b>							
A.	Final Plans		4	16	32		52	55.9%
B.	Final Special Provisions		2	8			10	10.8%
C.	Final Quantity Calculations and Estimates		1	12	12		25	26.9%
D.	Final QC/QA Review	2				4	6	6.5%
	<b>Sub-total Item 3</b>	<b>2</b>	<b>7</b>	<b>36</b>	<b>44</b>	<b>4</b>	<b>93</b>	<b>100.0%</b>
<b>4</b>	<b>Project Administration, Coordination and Permits</b>							
A.	Project Administration		8	4			12	15.4%
B.	Project Submittals		1	8	4		13	16.7%
C.	Design Review Meetings	2	4	4			10	12.8%
D.	Utility Company Coordination		1	4	8		13	16.7%
E.	Stormwater and Erosion Control Permitting		1	8			9	11.5%
F.	Bidding and Construction Assistance	1	4	16			21	26.9%
	<b>Sub-total Item 4</b>	<b>3</b>	<b>19</b>	<b>44</b>	<b>12</b>	<b>0</b>	<b>78</b>	<b>100.0%</b>
	<b>Total Hours:</b>	<b>14</b>	<b>71</b>	<b>392</b>	<b>405</b>	<b>12</b>	<b>894</b>	
	<b>% of Hours:</b>	<b>1.6%</b>	<b>7.9%</b>	<b>43.8%</b>	<b>45.3%</b>	<b>1.3%</b>	<b>100.0%</b>	



**Attachment A-3 Direct Costs**

<b>DIRECT COSTS</b>		
<b>ITEM 1</b>	<b>Printing</b>	
	<b>Preliminary Plans</b>	
	Village 3 sets X 60 sheets/set X \$0.15/sheet (11"x17")	\$27.00
	Utility Co. 5 sets X 60 sheets/set X \$0.15/sheet (11"x17")	\$45.00
	<b>Pre-Final Plans</b>	
	Village 3 sets X 60 sheets/set X \$0.15/sheet (11"x17")	\$27.00
	Utility Co. 5 sets X 60 sheets/set X \$0.15/sheet (11"x17")	\$45.00
	<b>Pre-Final Specification Books</b>	
	Village 2 books X \$20/book	\$40.00
	<b>Final Plans</b>	
	Village 3 sets X 60 sheets/set X \$0.60/sheet (22"x34")	\$108.00
	Village 3 sets X 60 sheets/set X \$0.15/sheet (11"x17")	\$27.00
	Utility Co. 5 sets X 60 sheets/set X \$0.15/sheet (11"x17")	\$30.00
	<b>Final Contract Booklets</b>	
	Village 4 books X \$20/book	\$80.00
	<b>Total Item 1</b>	<b>\$429.00</b>
<b>ITEM 2</b>	<b>Shipping</b>	
	5 overnight shipping items X \$30/each	
	<b>Total Item 2</b>	<b>\$150.00</b>
<b>ITEM 3</b>	<b>Vehicle Expense</b>	
	Mileage	
	<b>Total Item 3</b>	<b>\$250.00</b>
<b>ITEM 4</b>	<b>Geotechnical Investigation</b>	
	Midland Standard Engineering and Testing	\$5,205.00
	<b>Total Item 4</b>	<b>\$5,205.00</b>
<b>ITEM 5</b>	<b>CCDD Testing and Certification</b>	
	True North Consultants, Inc.	\$6,500.00
	<b>Total Item 5</b>	<b>\$6,500.00</b>
<b>ITEM 6</b>	<b>Topographic Survey</b>	
	Gentile & Associates	\$13,660.00
	<b>Total Item 6</b>	<b>\$13,660.00</b>
<b>TOTAL DIRECT EXPENSES:</b>		<b>\$26,194.00</b>



# **Attachment B**

## **Subconsultant Proposals**



# Gentile and Associates, Inc.

Professional Land Surveyors  
Est. 1979

550 E. St. Charles Place  
Lombard, IL. 60148  
630.916.6262  
gas79@sbcglobal.net

October 23, 2019

Mark Piasecki, P.E.  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite #1400  
Itasca, Il. 60143

Re: Village of Villa Park 2020 Street Improvements-Proposal for Land Surveying Services

Mark,

Per Request for Proposal dated October 21, 2019 you would like a quote for preparing Topographic Surveys on 5 sections of roadway and alley in Villa Park. The work is similar to street projects we have surveyed in past years.

Having read the requirements you have outlined for both field and drafting I submit the following quotes for each of the 5 sections listed:

- 1)Vermont Street from Ardmore to Chatham.....\$4,080.00
- 2)Vermont Street from Gerard to Villa.....\$4,080.00
- 3)Stone Alley from Addison Rd. to Wisconsin.....\$3,400.00
- 4) Addison Alley from Ridge Road to Stone.....\$2,100.00

The total cost for all 4 sections of right of way would be \$13, 660.00.

I do not see any issues regarding timeframe, although, the sooner we begin the less chance of there being snow and ice on the ground.

If you have any questions contact me at your convenience.

Sincerely,

Joseph F. Gentile



www.mset.com

**MIDLAND STANDARD ENGINEERING & TESTING, INC.**

410 Nolen Drive South Elgin, Illinois  
(847) 844-1895 f(847) 844-3875

October 25, 2019

Mr. Mark J. Piasecki, P. E.  
**Civiltech Engineering, Inc.**  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143

Re: Proposal for Pavement Section & Subsurface Soil Investigation  
**2020 Street Improvement Program**  
Villa Park, Illinois

Dear Mr. Piasecki:

We are pleased to have the opportunity to submit the following proposal for the performance of a pavement section and subsurface soil exploration with a summary report for the referenced project.

Project Description and Scope of Work

The proposed exploration program consists of performing five (5) soil borings to a depth of ten feet with pavement core and three (3) pavement core only locations with shallow depth subgrade probes on the following road sections scheduled for reconstruction and resurfacing.

East Vermont Street	2 borings w/Cores & 3 cores
Alleys (South of Stone Rd & E of Addison Rd)	3 borings w/Cores

Method of Performance - Field Work

The soil borings will involve drilling test holes with a truck mounted drill rig that incorporates standard penetration testing and split-spoon sampling at 2-1/2-foot intervals. The borings will be performed in compliance with the current State of Illinois, Geotechnical Manual.

The pavement cores will be made with a 4-inch diameter core barrel/electric drill setup to sample all pavement components. A sample of the subgrade soil will be obtained with hand auguring equipment at each core location.

In our proposal, we have assumed that the final locations and elevations will be determined by the design engineer or will be referenced to centerline stationing provided by the design engineer.

Method of Performance - Analysis and Report

The roadway profile boring information will be present on boring logs and the pavement section core data will be tabulated. The results of this field exploration and laboratory testing would be used in an analysis and formulation of our recommendations. Major subject areas for our analysis, recommendations and report would consist of stating the subsurface soil and ground water conditions, a tabulation of the existing pavement section, and a review of subgrade conditions with recommendations for treatment areas/pavement rehabilitation. A written report summarizing and presenting the data and recommendations will be prepared by a Registered Professional Engineer.

Timing

We will begin on work after notice to proceed. We plan on mobilizing and doing all the borings and cores concurrently. Final report will be coordinated with the design engineer.

Fees

We propose to provide this work at the unit rates quoted on the attached Schedule of Services and Fees, Attachment 1.1. These estimated quantities and unit rates are based on information as outlined in this proposal and experience on past projects. On the basis of the above information, we estimate that these services can be provided for a fee of **\$ 5,205.00**.

General

MSET is acquainted with the local subsurface conditions and has participated in the planning, development and execution of numerous roadway soil explorations in this area. We are looking forward to working with you on this project.

Respectfully submitted,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.



William J. Wyzgala, P.E.  
Project Engineer

WJW

Enclosure: Attachments 1.1 and General Conditions

**ATTACHMENT 1.1  
SCHEDULE OF SERVICES AND FEES**

2020 Street Program  
Villa Park, Illinois

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
<u>Field Services</u>			
Mobilization of equipment, traffic control and personnel, lump sum	1	\$400.00	\$400.00
Pavement Core w/ Shallow Depth Subgrade Probe, ea	3	\$175.00	\$525.00
Pavement Core w/ Ten Foot Deep Soil Boring, ea	5	\$320.00	\$1,600.00
		<b>Field Services Total:</b>	<b>\$2,525.00</b>
 <u>Laboratory Services</u>			
Moisture Content Determinations, ea	25	\$6.00	\$150.00
Soil Classification, Grain Size by Hydrometer and Atterberg Limits, each	2	\$190.00	\$380.00
		<b>Laboratory Services Total:</b>	<b>\$530.00</b>
 <u>Engineering Services for Pavement Survey Including:</u>			
Layout Coordination w/Design Engineer			
Utility Clearance and Permits			
Preparation of Pavement Core Logs & Boring Logs			
Recommendation for Subgrade Preparation/ Treatment and New Pavement Section			
Summary Report Preparation, Consultation			
Principal Engineer, per hr.	0.5	\$150.00	\$75.00
Geotechnical Engineer, per hr.	4	\$135.00	\$540.00
Staff Engineer, per hr.	6	\$110.00	\$660.00
Field Engineer, per hr.	8	\$100.00	\$800.00
Drafting/Word Processing, per hour	1	\$75.00	\$75.00
		<b>Estimated Cost:</b>	<b>\$2,150.00</b>
		<b>PROJECT TOTAL:</b>	<b>\$5,205.00</b>

# Midland Standard Engineering & Testing, Inc.

CIVIL • GEOTECHNICAL • CONSTRUCTION MATERIALS

## FEE AND RATE SCHEDULE GENERAL CONDITIONS

### ENGINEERING AND ASSOCIATED SERVICES

Fees for our services will be based upon the time worked on the project at the following rates:

Principal or Consulting Engineer.....  
Project Engineer or Project Geologist.....  
Senior Engineer, Senior Designer,  
Or Senior Resident.....  
Staff Engineer or  
Senior Engineering Technician.....  
Secretarial Services.....

SEE PROPOSAL

### REIMBURSABLE EXPENSES

The following items are reimbursable to the extent of actual expenses:

1. Transportation, lodging, and subsistence for out of town travel
2. Special mailing and shipping charges.
3. Special materials and equipment unique to the project.
4. Automobile travel to projects.

### TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, we may obtain the service of reputable subcontractors to perform such work.

### SPECIAL RATES

Per Diem or other special rates can be established for specific projects when conditions indicate the desirability of such rates.

### ACCESS TO SITES

Unless otherwise agreed, the Client will furnish us with right-of-access to the site in order to conduct the planned exploration. We will take responsible precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. If the client desires, we will restore any damage to the site and add the cost of restoration to the fee.

### INCREASES

Fee schedule increases made by our firm on an over-all client basis will be applied to work on all projects as they become effective. At least 30 days advance notice of such increases will be given.

### INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at client's request, but each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1½% per month, or the maximum rate allowed by law, on past due accounts. The client's obligation to pay for the work contracted is in no way dependent upon the client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the client's successful completion of the project.

**WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.**

### INSURANCE

We maintain Workman's Compensation Insurance and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit \$1,000,000. each occurrence, \$1,000,000. aggregate), and property damage (limit \$1,000,000. each occurrence, \$1,000,000. aggregate). Within the limits of said insurance, we agree to hold the client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of ourselves, our employees, agents, subcontractors and their employees and agents. If the client places greater responsibilities upon us or requires further insurance coverage, we, if specifically so directed, will take out additional insurance (if producible) to protect us, at the client's expense. But we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

### LIMITATION OF PROFESSIONAL LIABILITY

The Client recognizes the inherent risks connected with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against us on account of any design defect, error, omission, or professional negligence to a sum not exceed \$50,000., or the amount of our fee, whichever is greater.

Initial\_\_\_\_\_

1000 East Warrenville Road Suite I40  
Naperville, IL 60563  
Phone: 630-717-2880  
Fax: 630-689-5881  
[mbredrup@consulttruenorth.com](mailto:mbredrup@consulttruenorth.com)

DATE:	10/25/2019
Proposal #	T19-778
Customer ID	CIVI
Valid Until:	12/9/2019

**CLIENT**

Derek N. Mall, P.E.  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite I400  
Itasca, IL 60143  
630.735.3361  
[dmall@civiltechinc.com](mailto:dmall@civiltechinc.com)

**PROJECT**

Soil Management Consulting  
CCDD Soil Assessment  
2020 Street Improvement Project  
Portions of Vermont St; Alleys b/w Ridge Rd,  
Addison Rd, Wisconsin Ave & Stone Rd  
Villa Park, Illinois

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
PIP Evaluation	1	LS	\$ 500.00	\$ 500.00
Soil Sampling Labor (est.)	8	HR	\$ 90.00	\$ 720.00
Soil Sampling Equipment, Materials and Vehicle	1	LS	\$ 300.00	\$ 300.00
CCDD Soil Analytical				
RCRA Metals	5	EA	\$ 85.00	\$ 425.00
pH	5	EA	\$ 15.00	\$ 75.00
VOCs	5	EA	\$ 150.00	\$ 750.00
PNAs	5	EA	\$ 125.00	\$ 625.00
PCBs	1	EA	\$ 85.00	\$ 85.00
TCLP Extraction (if necessary)	5	EA	\$ 65.00	\$ 325.00
TCLP one metal (if necessary)	5	EA	\$ 14.00	\$ 70.00
LPC #663 Certification	1	LS	\$ 750.00	\$ 750.00
Project Administration & Management (est)	2	HR	\$ 125.00	\$ 250.00
Waste Characterization Disposal Analytical (if necessary)	1	EA	\$ 1,500.00	\$ 1,500.00
Waste Profile Preparation (if necessary)	1	HR	\$ 125.00	\$ 125.00
4 Day RUSH Analysis Surcharge	25	%		
3 Day RUSH Analysis Surcharge	50	%		
2 Day RUSH Analysis Surcharge	75	%		

Subtotal \$ 6,500.00

Comments: True North has assumed a total of eight (8) soil samples will be collected from representative depths and locations within the project area. Five (5) samples will be submitted to the laboratory and analyzed for the above referenced analytical parameters. Three (3) samples will be submitted on hold, and will be analyzed only if necessary. The samples will be collected from soil borings to be performed by MSET, a drilling contractor hired directly by Civiltech. True North has assumed one day of sampling activities. The selected analytical parameters are based on the preliminary historical and environmental database information. True North will screen all soil borings with a PID to identify potential soil management issues. Additional analytical may be required based on the final disposition of the soil. True North has assumed a standard turn-around-time of five to seven days. The laboratory analysis can be expedited if necessary for a surcharge, as identified. In addition to soil assessment, costs for waste characterization analytical and profile consulting have been included for reference. The above costs do not include additional delineation sampling. The above costs do not include traffic control. Upon receipt of soil analytical results, True North will issue an LPC #663 for soils that meet 35 IAC Part 1100 CCDD regulations.

**TERMS AND CONDITIONS**

1. The attached terms and conditions shall apply to this scope of work.  
2. Payment will be due upon receipt of invoicing.  
3. Please fax, mail, or e-mail the signed price quote to the address above.  
*Client Acceptance (sign below):*  
  
x \_\_\_\_\_  
Print Name:

Other	\$ -
<b>TOTAL Due</b>	<b>\$ 6,500.00</b>

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.486.7335  
Marjory Bredrup

*Thank You For Your Business!*



## GENERAL TERMS & CONDITIONS OF SERVICES

### 1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

### 2.0 LIMITED WARRANTY

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
  - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
  - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
  - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

### 3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The subcontractors' invoices shall be billed in accordance with the Agreement. Nothing in this Section 3 shall require that services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in addition to True North's fee schedules set forth in the Agreement.

### 4.0 SITE ACCESS AND SITE CONDITIONS

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services for the Project (as defined in the Agreement) set forth in the Agreement. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in True North's proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Agreement.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for its data,



interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

## **5.0 BILLING AND PAYMENT**

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice.

## **6.0 DOCUMENTS AND ELECTRONIC FILES**

- 6.1 **Written Documents:** Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services. The Consulting Services provided by True North are solely for Client's use for the Project and site described in the Agreement. Any documents prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of Consulting Services without True North's specific authorization to do so.
- 6.2 **Electronic Files:** Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to consultants, contractors, and vendors as required in the execution of the Project.
- 6.3 **Retention Period:** True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services.

## **7.0 INSURANCE**

True North maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverage of this type, True North will, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

## **8.0 ALLOCATION OF RISK**

- 8.1 **Limitation of Liability:** IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. If Client prefers not to limit True North's professional liability to this sum, True North will waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client enters into the Agreement. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and



fails to prove such claim, then Client agrees to pay all attorneys' fees and other costs incurred by True North in defense of such claim.

- 8.2 Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to either a breach by Client of its obligations hereunder or the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

## **9.0 CHANGES**

- 9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.
- 9.2 Unauthorized Changes: If changes are made to True North's work products for Consulting Services by Client or persons other than True North, and these changes affect True North's Consulting Services, any and all liability against True North arising out of such changes is waived and Client shall assume full responsibility for such changes unless Client has given True North prior notice and has received from True North written consent for such changes.
- 9.3 Client-Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from its subcontractors and will provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. True North shall authorize the requested change by amending the contract price and contract time in the Agreement.

## **10.0 NOTIFICATION OF HAZARDS**

Client shall notify True North of any information Client has with respect to the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

## **11.0 BIOLOGICAL POLLUTANTS**

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around any structure.

## **12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE**

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding any Agreement, True North's Consulting Services or any report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

## **13.0 RCRA COMPLIANCE**

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

## **14.0 DELAYS**

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs.

## **15.0 DISPUTE RESOLUTION; CHOICE OF FORUM**

Any claims or disputes between Client and True North arising out of or related to the Consulting Services provided by True North or out of or related to the Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Any claims arising out of or relating to the sale of Consulting Services provided by



True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts.

#### **16.0 MISCELLANEOUS**

- 16.1 **Governing Law:** These Terms and all matters arising out of, or related to, the sale of Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 16.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 16.3 **Entire Agreement:** The terms contained in the Agreement and these Terms comprise the entire agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or the Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 16.4 **All Rights Reserved:** All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 16.5 **No Assignment:** The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 16.6 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

#### **END OF TERMS AND CONDITIONS**

REVISED: June 27, 2019



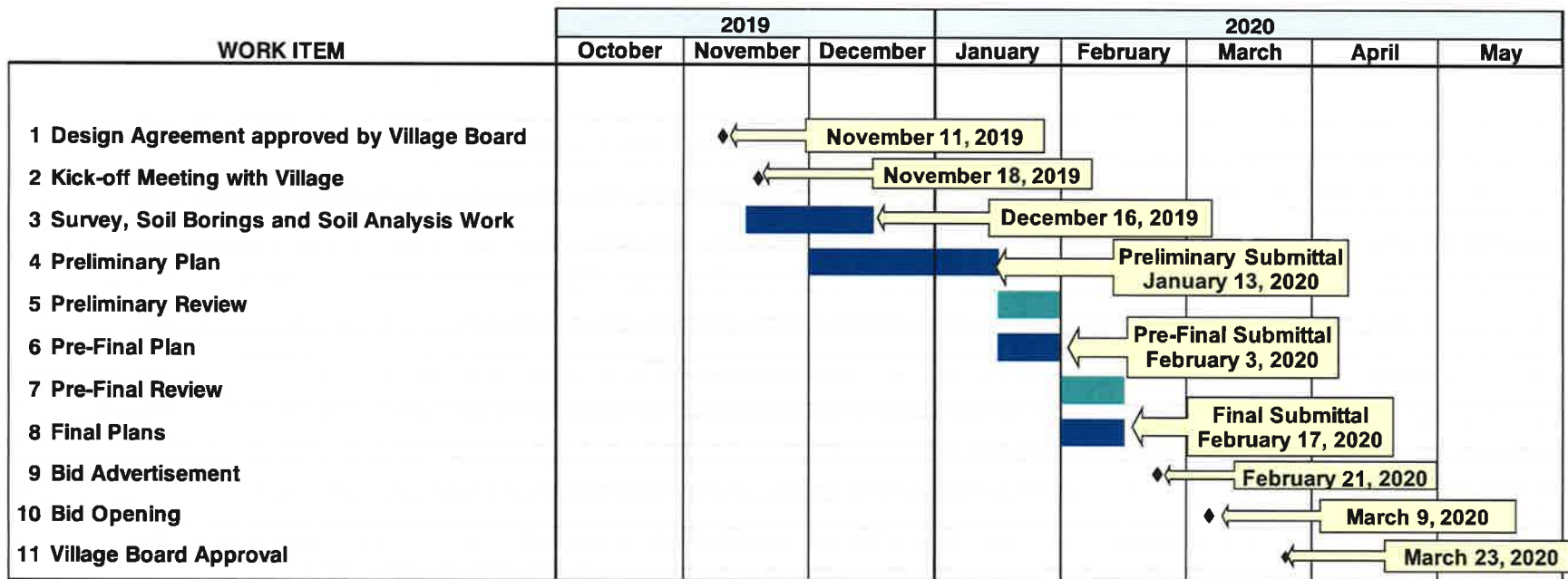
# **Attachment C**

## **Anticipated Project Schedule**

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**Attachment C Anticipated Project Schedule**



- ◆ Indicates Project Milestone
- Indicates Consultant Work Time
- Indicates Agency Review Time

