



May 11, 2023

Mr. Ron Wiedeman
City Engineer
City of Crest Hill
2090 Oakland Ave
Crest Hill, Illinois 60403

Re: Design Services for Watermain Replacement for Circle St, Green St and Oakland Ave

Dear Mr. Wiedeman

On behalf of V3 Companies, we are pleased to submit this agreement for watermain replacement and pavement rehabilitation, curb repair and driveway apron replacement along Circle St, Green St and Oakland Ave. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto which set forth the contractual elements of this agreement, will constitute an agreement between City of Crest Hill and V3 Companies (V3) for services on this project.

Project Understanding

It is our understanding that the City of Crest Hill is requesting plans for watermain replacement, pavement rehabilitation, curb replacement, driveway apron replacement and pavement cores and soil borings on Circle St from Caton Farm Rd to Grandview Ave, Green St from Caton Farm Rd to Grandview Ave and Oakland Ave from Theodore St to Elsie Ave. The scope of work has been attached as well as the pricing forms spelling out the work that will be included within this contract. If all three projects were completed at the same time there would be a 10% reduction in overall cost as shown below. The pavement coring and soil boring has not been discounted.

Compensation

V3 shall be paid the following fees for services rendered:

<u>Service</u>	<u>Fee</u>	
1. Prepare Plans and Specs Circle Street	\$40,317	(Not to Exceed)
2. Prepare Plans and Specs Green Street	\$44,550	(Not to Exceed)
3. Prepare Plans and Specs Oakland Avenue	\$79,606	(Not to Exceed)
<u>Total Project Cost</u>	\$164,473	(Not to Exceed)

All Projects completed as one contract

\$148,626



(Not to Exceed)

We appreciate the opportunity to present this proposal and look forward to working with the City of Crest Hill on this project.

Sincerely,
V3 COMPANIES

A handwritten signature in blue ink, reading "Vince DelMedico".

Vince DelMedico, P.E.
Director of Transportation and
Municipal Engineering

Accepted for:
CITY OF CREST HILL

BY:

TITLE:

DATE:



WATERMAIN SCOPE

Circle St, Green St and Oakland Ave Watermain Replacement Projects

Scope of Services – Phase II Engineering

The following is the scope of services necessary to successfully deliver plans, specifications, and construction estimates to the City of Crest Hill for the Circle St, Green St and Oakland Ave watermain replacement project. Phase II Engineering will meet City and Illinois Department of Transportation (IDOT) policies, procedures, and guidelines.

SUPPLEMENTAL TOPOGRAPHIC SURVEY

V3 will perform full topo graphic survey to meet the requirement of the City and IDOT.

DATA COLLECTION & REVIEW

Items to be provided by the city include the following:

- As-built plans for pervious mains adjacent to this project;
- Utility maps for water, sewer, sanitary and street lighting;
- City specifications, standards and sample bid package.

FIELD VISITS

The design team will conduct up to two field visits (two V3 team members) to verify and evaluate existing field conditions, including pavement, curb and sidewalk conditions.

GEOTECHNICAL EVALUATION

V3 will provide pavement cores and soil boring to be performed by NASHnal Soil Testing. NASHnal will perform 10 pavement cores and 10 soil borings at 10' depth. In coordination with our geotechnical sub-consultant, NASHnal, we will recommend a proposed pavement section. The proposed pavement section will take into account current conditions, base type/condition, proposed utility work and cost.

CCDD SOIL DISPOSAL EVALUATION

V3 will review the 663 forms and determine if additional information is required. Applicable information will be included in the plans and specifications for bidding and construction.

UTILITY COORDINATION

Throughout the plan development V3 will provide utility coordination. The following is included under this task:

- Submit for a JULIE design request.
- Prepare letters and exhibits as needed to initiate coordination with utility companies within the project corridor.
- Submit plans to the private utility companies at the preliminary level of completion in order to coordinate any required utility adjustments/relocations. Additional plan submittals at pre-final and final levels of completion will be made as needed for additional coordination of adjustments/relocations.
- Review and identify potential utility conflicts according to the preferred alternative



WATERMAIN SCOPE

Circle St, Green St and Oakland Ave Watermain Replacement Projects

PERMITTING WITH IDOT, COUNTY AND IEPA WATERMAIN AND NOI PERMIT

V3 will submit and acquire permits from the IEPA and IDOT and County and NOI. Permit information will be included in the contract bid documents. It is our intent to have the permits secured prior bidding, therefore this coordination effort will begin as the 30% plans are developed. Associated fees will be paid by the City of Crest Hill.

PLANS, SPECIFICATIONS & ESTIMATES

Construction plans and specifications for the roadway improvements will be prepared in accordance to City of Crest Hill and IDOT standards and guidelines at 30% (watermain layout review), 60% (preliminary), 90% (pre-final) and 100% (final) stages. The plans will consist of the following sheets:

- Cover sheet
- Index of sheets/general notes
- Summary of quantities
- Typical sections
- Alignment, ties and benchmarks
- Maintenance of traffic plans and notes as needed
- Erosion and sediment control plans and notes
- Existing Condition plans
- Removal plans
- Roadway and sidewalk plan and profile
- ADA accessibility details
- Watermain plan and profile
- Pavement marking and signing plans
- City details
- IDOT details/Construction Details

V3 will prepare quantity computations and engineer's opinion of probable construction costs at the 60%, 90% and 100% stages of the project. The computed quantities will serve as the basis for the Summary of Quantities sheet and the engineer's opinion of probable construction costs.

Specifications and special provisions will be prepared at the 90% and 100% stages of the project. Where a project item contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions or BDE Special Provisions, a project specific Special Provision will be written.

Plans, specifications and estimates will be submitted to the City of Crest Hill and IDOT for review. All documents will be revised based on comments received from reviewing agencies. A disposition of comments will be prepared with each resubmittal



WATERMAIN SCOPE

Circle St, Green St and Oakland Ave Watermain Replacement Projects

CONSTRUCTABILITY REVIEWS

Internal constructability reviews will be conducted between the 60% and the 90% submittals. If needed, the project team will meet with City after the constructability review to present their findings and discuss alternative construction methods or construction staging options and cost savings alternatives.

QUALITY ASSURANCE/QUALITY CONTROL

V3 will perform in-house quality control reviews to ensure that plans, specifications, cost estimates, reports and other computations or assumptions, that form the basis for any deliverable, are correct and meet the standards and guidelines for the element or system. These quality control reviews will occur prior to submittal of any deliverable to City and IDOT. The Project Manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents submitted for the project.

MEETINGS

V3 will attend meetings as required throughout the duration of the project. Anticipated meetings could include, but are not be limited to:

- Watermain Layout Review meeting (1)
- Phase II Progress Meeting with City (1)

BID SUPPORT

During the bidding phase, V3 will:

- Attend the Pre-Bid Meeting (up to two V3 representatives), if necessary.
- Provide responses to bidder questions and answer RFI's that arise during the bidding phase.
- Issue any addendums to perspective bidders as required to interpret or clarify the Bid Documents.
- Review the bid proposals and prepare a recommendation of award letter to the City of Crest Hill.



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- Review the bid proposals and prepare a recommendation of award letter to the City of Crest Hill.

City of Crest Hill Circle St

TASK											
	Project Director	Road Project Manager	Design Eng II	Technician	Survey Manager	Survey Crew Chief	Project Man I	Project Coor	TOTAL HOURS	LUMP SUM COST	TOTAL FEE
FINAL ENGINEERING											
Survey full topo				15	5	25			45		5,905
Final Engineering Plans/ Specs/ Cost		10	125	15				4	154		18,397
IEPA permitting		3	3						6		936
CCDD review and Soil Boring review		3					4		7	1000	2,172
QA/QC	4	6							16		2,953
Meetings		4							4		798
County Coordination		10	10	5					25		3,799
Data Collection and Utility Coordination		5	10	5					20		2,802
Bid Support		10	5						15		2,557
Hours	4	51	153	40	5	25	4	4	288	Total	\$40,317
Rate	\$202	\$199	\$112	\$136	\$184	\$118	\$143	\$78			

City of Crest Hill Green St

TASK											
	Project Director	Road Project Manager	Design Eng II	Technician	Survey Manager	Survey Crew Chief	Project Man I	Project Coor	TOTAL HOURS	LUMP SUM COST	TOTAL FEE
FINAL ENGINEERING											
Survey full topo				20	5	35			60		7,764
Final Engineering Plans/ Specs/ Cost		15	165	20				4	204		24,570
IEPA permitting		3	3						6		936
CCDD review and Soil Boring review		3					4		7	1000	2,172
QA/QC	4	6							16		2,953
Meetings		4							4		798
Data Collection and Utility Coordination		5	10	5					20		2,802
Bid Support		10	5						15		2,557
Hours	4	46	183	45	5	35	4	4	328	Total	\$44,550
Rate	\$202	\$199	\$112	\$136	\$184	\$118	\$143	\$78			

City of Crest Hill Oakland Ave

TASK											
	Project Director	Road Project Manager	Design Eng II	Technician	Survey Manager	Survey Crew Chief	Project Man I	Project Coor	TOTAL HOURS	LUMP SUM COST	TOTAL FEE
FINAL ENGINEERING											
Survey full topo				20	5	45			70		8,941
Final Engineering Plans/ Specs/ Cost		20	380	30				4	434		51,087
IEPA permitting		3	3						6		936
CCDD review and Soil Boring review		3					4		7	4000	5,172
QA/QC	4	6							16		2,953
Meetings		4							4		798
IDOT Coordination		10	10	5					25		3,799
Data Collection and Utility Coordination		5	15	5					25		3,364
Bid Support		10	5						15		2,557
Hours	4	61	413	60	5	45	4	4	598	Total	\$79,606
Rate	\$202	\$199	\$112	\$136	\$184	\$118	\$143	\$78			

Total of all three project no discount	\$164,473
Total of all three project with discount	\$148,626



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice 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. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.