



November 28, 2022

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

Re: Resident Engineering Services for Watermain Replacement for Chaney Ave and Center St

Dear Mr. Wiedeman

On behalf of V3 Companies, we are pleased to submit this agreement for Resident Engineering service for the plan designed by V3's Municipal engineering group for the watermain replacement and pavement rehabilitation, curb repair and driveway apron replacement along Chaney Ave and Center St. 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 Resident Engineering service for plans previously developed by V3 Municipal Group for the watermain replacement, pavement rehabilitation, curb replacement and driveway apron replacement on Chaney Ave from Broadway St to Center St and on Center St from Chaney Ave to Theodore St. The scope of work has been attached as well as the CECS forms spelling out the work that will be included within this contract. An additional direct expense has been included for vehicle usage as well on the CECS forms.

Compensation

V3 shall be paid the following fees for services rendered:

<u>Service</u>	<u>Fee</u>	
I. Resident Engineering Services	\$189,053	(Not to exceed)
<u>Total Project Cost</u>	\$189,053	(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 that reads "Vince DelMedico".

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

Accepted for:
CITY OF CREST HILL

BY:

TITLE:

DATE:

PHASE III CONSTRUCTION ENGINEERING

To ensure that the City's expectations are met during construction we have broken down our approach to project management into two phases and the anticipated scope of work within each phase:

CONSTRUCTION PHASE

Once construction has begun, we will provide, at a minimum, the following services:

- Review and process shop drawings / submittal.
- Provide full time Resident Engineering services to perform on-site inspections and ensure completion of the work in accordance with contract documents.
- Measure and document all quantities per IDOT/FHWA requirements.
- Maintain the project diary, quantity book, inspector daily reports and weekly reports throughout construction.
- Provide digital construction progress photos documenting the progress of constructed work.
- Prepare and submit pay estimates, bi-monthly.
- Coordinate and conduct weekly progress status meetings with all interested parties.
- Prepare and distribute meeting minutes to all attending parties.
- Monitor and update material certifications.
- Perform, through a subconsultant, material testing for concrete, asphalt, subgrade compaction and aggregates.
- Monitor quality control and quality assurance material testing results.
- Perform inspections of erosion and sediment control measures and document in accordance with NPDES guidelines.
- Provide communication on behalf of the city to any residents regarding the scope or schedule of construction related activities. Provide follow up discussions with notified parties to ensure proper resolution was achieved.
- Be the point of contact with IDOT during the construction.

FINAL CLOSE-OUT PHASE

We will provide, at a minimum, the following services during the final close-out phase:

- Make final measurements of all pay items.
- Provide final calculations of all pay items.
- Obtain backup documentation required for final payment.
- Continually prepare and monitor the completion of the punch list.
- Prepare and submit the final pay request.
- Conduct final inspection of the contractor's work.

FINAL CONTRACT DOCUMENTS & AS-BUILT DRAWINGS

Upon completion of the project, V3 will prepare and monitor the completion of the final punch list. A final inspection of the contractor's work will be made. Final measurements and calculations of all pay items will be completed. The required back-up documentation will be obtained and a final payment request will be prepared and submitted. We recognize the importance of closing out the contract quickly and will strive to complete closeout within six weeks of contract completion.



Local Public Agency City of Crest Hill	County Will	Section Number
Consultant (Firm) Name V3 Companies, Ltd.	Prepared By JDH	Date 11/28/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	159.00%
START DATE	3/31/2023		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2023		% OF RAISE	2.00%
END DATE	9/29/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/31/2023	4/1/2023	0	0.00%
1	4/2/2023	10/1/2023	6	102.00%

The total escalation = 2.00%

Local Public Agency	County	Section Number
City of Crest Hill	Will	

MAXIMUM PAYROLL RATE
ESCALATION FACTOR 2.00%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Administration	\$28.62	\$29.19
Project Manager II	\$66.74	\$68.07
Resident Construction Manager II	\$59.98	\$61.18
Resident Construction Manager I	\$57.98	\$59.14
Senior Proeject Enignieer	\$40.00	\$40.80

Local Public Agency

County

Section Number

City of Crest Hill

Will

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE **159.00%**

COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
CONSTRUCTION PHASE	925	54,449	86,574	6,500	17,968		165,491	87.54%
FINAL CLOSE-OUT PHASE	105	6,254	9,944		2,064		18,262	9.66%
AS-BUILTS	35	1,815	2,886		599		5,300	2.80%
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Subconsultant DL					0		-	
TOTALS	1065	62,518	99,404	6,500	20,631	-	189,053	100.00%

Local Public Agency

County

Section Number

City of Crest Hill

Will

AVERAGE HOURLY PROJECT RATES
 Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			CONSTRUCTION PHASE			FINAL CLOSE-OUT PHASE			AS-BUILTS			Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg						
Administration	29.19	20.0	1.88%	0.55	10	1.08%	0.32				10	28.57%	8.34						
Project Manager II	68.07	15.0	1.41%	0.96	5	0.54%	0.37	5	4.76%	3.24	5	14.29%	9.72						
Resident Construction Manager II	61.18	0.0																	
Resident Construction Manager I	59.14	1,030.0	96.71%	57.20	910	98.38%	58.18	100	95.24%	56.32	20	57.14%	33.79						
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TOTALS		1065.0	100%	\$58.70	925.0	100.00%	\$58.86	105.0	100%	\$59.57	35.0	100%	\$51.86	0.0	0%	\$0.00	0.0	0%	\$0.00



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.