



ESI Consultants, Ltd.
Excellence, Service, Integrity

September 21th, 2016

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

Feasibility Study and Design of a Regional Stormwater Management Facility

Dear Mr. Noriega:

ESI Consultants, Ltd is pleased to provide this proposal for the Feasibility Study and Design of a Regional Stormwater Management Facility Project (Project) to assist the Village of Westmont (Village) with engineering services pertaining to the assessment and design of a regional stormwater management facility adjacent to the Fire Station at 6015 S. Cass Avenue. The proposed regional stormwater management facility will replace the existing site detention at 6015 S. Cass Avenue, 6101 S. Cass Avenue and the adjacent parcel owned by the Village along Beninford Lane. This project and the design shall be in conformance with Village of Westmont (Village) standards. If you find this agreement to be acceptable, the executed copies of this letter, together with Attachment A - General Terms and Conditions attached hereto which set forth the contractual elements of this agreement, will constitute an agreement between the Village of Westmont (CLIENT) (Village) and ESI Consultants, Ltd. (ENGINEER) (ESI) for services on this project.

Understanding of the Project

The Village of Westmont seeks to expand the existing detention facilities, within the parcels mentioned above, into a regional stormwater management facility. The Village has purchased the property at 6101 S. Cass Avenue. The Village currently owns the adjacent parcel, Pin #0915311049, along Beninford Lane. It is the Village's intent to consolidate these parcels and combine and expand the detention facilities to provide a regional stormwater management facility for this portion of the Village. The facility will aid in promoting development of adjacent parcels by providing required detention for developers to "buy into" during their design/construction process. As part of this project ESI will perform Phase 1 engineering and alternatives analysis to determine the desirable configuration of the regional stormwater management facility within the site. Once the concept plan is approved, ESI will continue on with Phase 2 construction plans, specifications, estimates and stormwater permitting. Upon plan approval ESI will assist the Village during the bidding phase by coordinating and attending a pre-bid meeting, answering contractor questions and publishing addendums, and coordinating and attending the project bid opening. The Village anticipates completion of construction plans, specifications and estimates by March 1st, 2017.

BASIC SCOPE OF SERVICES

This proposal includes the following scope of services:

Task 1 – Phase I Preliminary Engineering

This task will include the following:

- **Project Kick-off Meeting:** The consultant team will meet with Village staff for a project initiation meeting to review the scope of services and project schedules. The purpose of the meeting will be to confirm project scope and priorities, establish communication protocols and to confirm the preliminary project schedule.
- **Gather Existing Information:** The Village will provide information related to any prior studies and reports, existing utilities including but not limited to storm sewer, water main, sanitary sewer, traffic signal plans including any interconnect systems within the area, and any additional data deemed pertinent to the ESI Team. The ESI Team will also coordinate with other known private utilities (ComEd, NICOR, AT&T, etc.) for existing plans. ESI will submit utility requests to verify the location, size and depth of facilities within the project limits. In addition, ESI will submit an Environmental Data Request and complete a preliminary environmental site assessment to determine the risk for contaminated soils and whether the project site will likely meet CCDD requirements. An EcoCAT consultation will be submitted to comply with IDNR requirements.
- **Geo-technical Analysis:** It is recommended that 10 soil borings be collected in the area of the proposed training ground/parking lot expansion and the regional stormwater management facility. These borings shall be to 15-feet below existing grade. The borings will be analyzed for structurally unsuitable soils, and CCDD testing (at a minimum a pH analysis). A geo-technical report will be prepared and an LPC #662 shall be drafted for approval by ESI Consultants, Ltd. It is anticipated that Rubino Engineering, Inc. will be sub-contracted to perform this work.
- **Field Investigation/Structure Inspection:** The ESI team will assess and catalogue the field conditions on the site. This includes inspections and measurements of the inverts/top of pipe for drainage, sanitary and water structures located within the project limits. This information will be included in the existing conditions and used during the design of the project. Video of the existing field conditions will also be taken to inventory and record the site conditions before construction.
- **Survey:** Topographic survey will be completed, in AutoCAD format, within the limits of the project site and 100-feet beyond each property line. General scope of the survey is:
 - Establish property lines, location of all improvements, topography over all 3 parcels including 100-foot overlap onto adjoining properties to the North, East, and South
 - Location of all utilities at surface level
 - Location and size of all trees within the property limits
 - All elevations are to be DuPage County Datum (NAVD 88) with site benchmarks set at reasonable intervals throughout the length of the job and noted on the final drawings
 - The coordinate system would be Illinois State Plane East Zone
 - A Plat of Consolidation
- **Wetland Determination/Delineation:** The existing basin along Beninford Lane and adjacent to the fire station contains wetlands that will be delineated. This wetland is associated with the existing basin and mitigation will be incorporated into the design of the regional detention facility, as needed.

- Investigate/Apply for Grant Funding Opportunities: ESI will investigate grant funding opportunities for the Village to receive funding assistance for this project. Programs to be researched include, but are not limited to: Illinois' Green Infrastructure Grant and DuPage County's Water Quality Improvement Grant. ESI will apply for funding assistance on behalf of the Village for applicable Grant opportunities. This task will include up to three grant applications
- Alternatives Analysis: ESI will analyze and propose up to three site configuration alternatives to the Village along with their recommended site configuration. The ultimate goal of the project will be to cost-effectively maximize the training ground/parking on the Fire Station site while optimally providing maximum reasonable volume for the regional stormwater management facility. Construction costs for the training ground/parking lot expansion and the stormwater management facility will be calculated separately at the request of the Village.
- Residential Lot Feasibility Study: An investigation shall be performed regarding the feasibility and benefits of re-purposing the existing Village-owned lot along Beninford Lane, which is currently a detention facility, into a residential lot. Analysis, performed by ESI, will be provided within the Phase 1 narrative.
- Preliminary Hydrologic Modeling and Calculations: As part of the regional detention facility design, preliminary calculations will be performed to estimate the size and design the proposed detention facilities. For this task the rational, or similar method will be utilized to complete the preliminary sizing and design of the detention facility.
- Preparation of Concept Plans: Once a preferred alternative is selected by the Village, ESI will prepare concept plans of the development for Village approval. Once approved, ESI will coordinate and staff a Public Meeting at a location provided by the Village. A pre-application meeting with DuPage County is also included in this task

Task 2 – Phase II Final Engineering

ESI Consultants, Inc. will prepare design plans and specifications in compliance with Village standards.

This task shall include the following:

- Preparation of Pre-Final (95%) Design Plans, Specifications, and Cost Estimates: this task includes preparation of pre-final design plans, specifications, and cost estimates for submittal and review by the Village of Westmont. The anticipated sheets to be included in this plan set are: Cover Sheet, General Notes, Quantities/Schedules, Grading Plan (2 sheets), Utility Plan (2 sheets), Erosion Control Plan (2 sheets), Geometric Plan (1 sheet), Lighting Plan (1 sheet), Landscape/Planting Plan, and Detail Sheet. Plans will be done in AutoCAD format.
- Final Hydrologic Modeling and Calculations: As part of the regional detention facility design, hydrologic modeling calculations will be performed to optimize the size and design of the proposed detention facilities. It is anticipated that HEC-1, XP-SWMM, StormCAD, or similar model will be utilized to complete the final sizing and design of the detention facility.
- Prepare Photometric Plan and lighting layout, including electrical power availability analysis. Finalize Photometric Plan.
- Technical Quality Assurance: the task includes internal review of the plans and specifications to ensure that the documents meet ESI Consultants, Inc. and the Village of Westmont design standards.

- Document review meetings with the Village: this task will include up to two (2) meetings with Village Staff to review plan submittals.
- Preparation of Final (100%) Design Plans, Specifications, and Cost Estimates: this task includes preparation of final design plans, specifications, and cost estimates for submittal and approval by the Village of Westmont.
- Village of Westmont & DuPage County Permitting: this task shall include preparing the Village of Westmont Permit Application and the revisions necessary to obtain a Village Permit. Due to any special management areas or other circumstances, if a DuPage County Permit is required this task will include preparation and acquisition of the DuPage County Permit.

Task 3 – Bidding Assistance

ESI Consultants, Inc. will assist the Village of Westmont in preparation of the bid package and solicitation of bids for this project.

This task shall include the following:

- Pre-Bid Meeting: The ESI Project Manager will coordinate and attend a pre-bid meeting for prospective bidders of the project. Meeting minutes will be taken and distributed to project plan-holders.
- Addendums: ESI will review questions from contractors and issue clarifications and/or addendums as appropriate during the bidding process.
- Bid Opening and Recommendations: ESI will attend the bid opening and record the bids as read. ESI will prepare a bid tabulation and recommendation letter for the Village's consideration when awarding a contract.

Clarifications

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

- No Right of Way is required and no construction easements are required
- No hazardous waste remediation is required
- The project is not in an historic district
- No threatened and endangered species or other unique natural resources are impacted and no issues are identified from the information gathered in the EDR
- No construction phase services are included

Schedule

ESI will start services after receipt of CLIENT's acceptance of this proposal and Notice to Proceed. Based on the aforementioned assumptions, the Final Plans, Specifications, Cost Estimates and Permitting can be completed within 20 weeks of the Notice to Proceed provided that reviews by the Village are turned around in one week.

Additional Services

For clarification, the following items are not included in the scope of this agreement. Any work associated with these items, if requested, will be considered as Additional Services:

1. Construction Phase review or observation services

2. ROW Acquisition or easement platting
3. DuPage County DOT permitting

Client Responsibilities

CLIENT is to provide the following in a timely manner:

1. Guarantee and make all provisions for ENGINEER to enter upon public and private lands as required to perform the services under this agreement.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to ENGINEER's services for the Project.
3. Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including objectives and constraints and performance requirements.
4. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including geotechnical reports, utility atlases and any other data relative to design or construction of the Project.
5. Furnish to ENGINEER, as required for performance of ENGINEER's Services, other special data or consultations not covered in Basic Services of the Engineer
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
7. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
8. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
9. Bear all costs incidental to compliance with the requirements of this Section.

COMPENSATION

1. **Amount of Payment:**

For the work outlined in the Scope of Services described herein, the Village shall compensate ESI Consultants, Ltd in the lump-sum amount of **\$89,800.00**.

For additional, reduced or changed scope of services, the amount of payment shall be adjusted based on the ESI 2016 Naperville Standard Billing Rate Sheet hourly-labor-billing-rate-plus-reimbursable-expense basis. This rate sheet has been previously accepted by the Village.

Reimbursables are defined as travel and subsistence, printing, vehicles, testing apparatus, commercial services, courier expenses, telephone/fax and subconsultants.

2. **Statements:**

ESI will bill CLIENT monthly for the engineering services and reimbursable expenses covered under this base agreement. Payment is to be made within thirty (30) days of receipt of our

invoice. If CLIENT objects to any invoice submitted by us, CLIENT shall so advise us in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to CLIENT. ESI reserves the right to stop work on the PROJECT if our invoices are overdue by more than thirty (30) days. ESI shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. These financial arrangements are based on the orderly and continuous progress of the PROJECT.

It is necessary that CLIENT advise us in writing at an early date if CLIENT has budgetary limitations for the overall Project Cost or Construction Cost. ESI will endeavor to work within those limitations. If CLIENT requests, ESI will submit to CLIENT periodically during the report preparation phase of our services our opinions as to the probability of completing construction within CLIENT's budget and, where appropriate, request an adjustment in the budget or a revision in the extent, scope or quality of the PROJECT. ESI does not guarantee that our opinions will not differ from negotiated prices or bids. If CLIENT wishes greater assurance as to probable construction costs or if CLIENT wishes formal estimates, an independent cost estimator should be employed.

The proposal cost estimate for engineering services prepared by ENGINEER represents Engineer's best judgment as a design professional. It is recognized, however, that neither the Engineer nor the CLIENT has any control over the costs of changes required by the reviewing agencies or unforeseen conditions. Accordingly, ENGINEER cannot and does not warrant or represent that final costs will not vary from those stated above.

GENERAL CONSIDERATIONS

This proposal and the attached Attachment A - "General Terms and Conditions", hereto and incorporated therein, represent the entire understanding between CLIENT and ENGINEER in respect of the Project and may only be modified in writing when signed by both parties. If this proposal satisfactorily sets forth CLIENT's understanding of the arrangement between CLIENT and ENGINEER, please sign the enclosed copy of this letter in the space provided below and return it to ESI Consultants, Ltd. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by us in writing.

We appreciate the opportunity to serve the Village of Westmont. If you have any questions regarding this proposal, please contact Anthony Bryant at (630) 470-7987.

Sincerely,

ESI CONSULTANTS, LTD

Village of Westmont

Signature

Anthony J. Bryant, P.E.
Project Manager

Title

Anthony Malone, P.E.
Vice President

Date





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Anthony J. Bryant, P.E.
Project Manager



Anthony Malone, P.E.
Vice President

Village of Westmont

Signature

Title

Date