



AGENDA ITEM # 13A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

September 13, 2021

Item Title: Design Engineering Services for the Spring Brook Creek Retaining Wall Reconstruction Project

Staff Contact: Kristin Mehl, Assistant Director of Public Works

VILLAGE BOARD ACTION

Adopt a Resolution authorizing the Mayor to execute an agreement for Design Engineering Services for the Spring Brook Creek Retaining Wall Reconstruction between the Village of Roselle and Civiltech Engineering, Inc. in the amount of \$26,179.35.

Executive Summary:

In August staff was made aware that portions of the Spring Brook Creek Retaining Wall behind 109 and 113 East Claria Drive were failing. The wall is within a Village easement, was originally constructed by the Village and is the Village's responsibility to maintain. As the wall is designed as part of the shore protection for the Spring Brook Creek, addressing the failure in a timely manner is important so as not to impede the flow of water through the floodway.



Staff secured the area with fencing and reached out to Civiltech Engineering, Inc. to discuss the situation. Upon visiting the site, the structural engineer determined that the failed sections of wall will need to be reconstructed with proper backfill and tiebacks

to adjacent ground. Because the area falls within the regulatory floodplain, permitting will be required through the Illinois Department of Natural Resources, the Army Corps of Engineers, DuPage County and the Kane-DuPage Soil and Water Conservation District.

Due to their previous work for the Village as well as their expertise in both stormwater permitting and structural engineering, staff requested a proposal from Civiltech for the design and permitting of the wall reconstruction. Civiltech submitted a proposal in the amount of \$26,179.35. Staff reviewed the hours, scope and project team and recommend the execution of an agreement for Design Engineering Services with Civiltech Engineering, Inc.

Implications:

Is this item budgeted? Not for this specific project, however, funds are available in the Stormwater Improvements budget to cover the expense (4140590-70100).

Any other implications to be considered? During the reconstruction of the wall, construction oversight services will be required. Additionally, permits through various agency will require applications fees estimated at \$3,490. Finally, a contract for the reconstruction work will be brought back to Village Board for approval. This is anticipated to occur in 2021.

Attachments:

Resolution

Professional Services Contract

RESOLUTION NO. 2021-

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR DESIGN ENGINEERING SERVICES FOR THE SPRING BROOK CREEK RETAINING WALL RECONSTRUCTION PROJECT BETWEEN THE VILLAGE OF ROSELLE AND CIVILTECH ENGINEERING, INC. IN THE AMOUNT OF \$26,179.35

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an Agreement with Civiltech Engineering, Inc., Two Pierce Place, Suite 1400, Itasca, IL 60143 for Design Engineering Services for the Spring Brook Creek Retaining Wall Reconstruction; and

WHEREAS, the Mayor and Board of Trustees have determined that it is in the best interests of the Village of Roselle to authorize the services with Civiltech Engineering, Inc. associated with the Design Engineering Services for the Spring Brook Creek Retaining Wall Reconstruction; and

WHEREAS, both parties agree to the terms and conditions set forth in the proposal for the Design Engineering Services for the Spring Brook Creek Retaining Wall Reconstruction as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain "Agreement for Design Engineering Services for the Spring Brook Creek Retaining Wall Reconstruction" between the Village of Roselle and Civiltech Engineering, Inc., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 13th day of September 2021

AYES:
NAYS:
ABSTAIN:
ABSENT:

David Pileski, Mayor

ATTEST:

Patricia Burns, Village Clerk

CONTRACT NO. _____ FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Civiltech Engineering, Inc., (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Village of Roselle (hereinafter "Village") has determined that it is reasonable, necessary and desirable to obtain the services of a firm to provide professional engineering services associated with the Spring Brook Creek Retaining Wall Reconstruction Project to the Village; and

WHEREAS, Civiltech Engineering, Inc., (hereinafter "Consultant") agrees to provide the necessary engineering services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Village hereby retains Consultant, and Consultant hereby agrees to act as the independent contractor for the Village performing those engineering services, which are described in the Scope of Services Exhibit (hereinafter the "Work"), attached hereto and incorporated herein as if fully set forth as Exhibit A.

2. Standard of Care. Consultant represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

3. Compensation. The Village shall pay the Consultant an amount not-to-exceed \$26,179.35. A breakdown of these fees by task is summarized in the Scope of Services Exhibit. Consultant shall submit itemized invoices containing sufficient detail of the Work performed to enable the Village to properly evaluate the payout request and the Village shall pay Consultant in accordance with the Local Government Prompt Payment Act.

4. Term of Agreement. The term of this Agreement shall be for a period of 1 years terminating 9/30/2022, unless terminated earlier by either party pursuant to Paragraph 11 and provided the term of the Agreement may be extended upon mutual written agreement.

5. Additional Services. Additional services that are not part of the Work may be assigned subject to prior written approval or direction of the Village. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

6. Hold Harmless and Indemnification. Consultant shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Consultant in performing the services provided for in this Contract. The obligation on the part of the Consultant to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy

shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others for whose actions Consultant is legally liable. The professional liability insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

10. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.

11. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within two business days the Village Administrator may terminate this Agreement. The Village may terminate this agreement without cause upon seven calendar days' notice. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective. Consultant shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

12. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

13. FOIA. Consultant agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1, et/ seq.) (hereinafter "FOIA") request within five business days after Village issues notice of such request to the Consultant. Consultant's fees for FOIA disclosure shall be consistent with the requirements set forth by the FOIA.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

15. Electronic Signatures. Each party agrees that this agreement may be executed by electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in "portable document format" (".pdf") form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

16. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18th Judicial

Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the ____ day of _____, 20____.

VILLAGE OF ROSELLE
VILLAGE ADMINISTRATOR
31 S. PROSPECT STREET
ROSELLE, IL 60172

CIVILTECH ENGINEERING, INC.
TWO PIERCE PLACE, SUITE 1400
ITASCA, IL 60143

BY: _____

Mayor

BY:  _____

President

ATTEST: _____

Clerk

ATTEST:  _____

Vice President

EXHIBIT A

**Scope of Work
&
Cost Estimate of Consultant Services**



Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 3220
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation Design

Traffic Engineering

Civil Engineering

Construction Engineering

Environmental Studies

Water Resources

Structural Design

Right of Way

Urban Design

Transportation Planning

Program Management

September 2, 2021

Ms. Kristin Mehl, P.E.
Assistant Director of Public Works/Village Engineer
Village of Roselle
474 Congress Circle North
Roselle, IL 60172
kmehl@roselle.il.us

Re: Professional Engineering Fee Proposal
Spring Brook Creek Retaining Wall Reconstruction

Dear Ms. Mehl:

Civiltech Engineering, Inc. is pleased to present this proposal to the Village of Roselle to provide the required professional engineering services for the reconstruction of the failed portions of the retaining wall along Spring Brook Creek and located behind 109 and 113 Claria Drive. The retaining wall is a segmental concrete block wall with an exposed height of approximately 4-ft and it is unknown how deep the wall extends below grade if at all. The failed wall behind 109 Claria Drive is located along the north stream bank and approximately 25-ft of the wall has overturned/collapsed into the channel. On a recent site visit we discovered the wall was neither backfilled with free draining material nor retained with geogrid soil reinforcement. It is believed that the wall failed here after a large rain event and the water in the channel has receded over loading the wall with hydro-static pressure because the soil behind the wall is not properly drained. Another likely culprit is the large rotting tree stump located in the failed wall alignment. The failed wall segments need to be removed from the channel and reconstructed to restore the capacity of the channel and to restore the back yards at 109 and 113 Claria Drive.

The proposed remedy is to reconstruct the failed portions of the wall reusing as many existing blocks as possible and adding new blocks as needed. The reconstructed wall will extend at least 16 inches (two 8 inch courses) below the grade and will be backfilled with free draining granular material that is reinforced with geogrid. The following is the anticipated scope of work to prepare construction/bid documents and to prepare necessary permit applications.

Scope of Work

1. Topo Survey
 - a. Survey the top & bottom of retaining wall behind 109 & 113 Claria Drive
 - b. Survey/cross section the channel behind 109 & 113 Claria Drive
 - c. Survey wetland flags
2. Delineate the US waters and wetlands
3. Prepare existing conditions plan
4. Plan in-hand review of existing condition plan & wall inspection to establish removal limits
5. Prepare reconstruction plan and details. Anticipated sheets:
 - a. Cover Sheet
 - b. General Notes and Conditions
 - c. Site Plan, Wall Elevation and Typical Wall Section
 - d. Erosion Control Plan and Details
6. Prepare a cost estimate



- 7. Prepare necessary permit applications
 - a. IDNR Floodway
 - b. USACE 404 Permit
 - c. Kane-DuPage Soil and Water Conservation District
 - d. DuPage County
- 8. Permit application fees are not included in this proposal but the following applications fees to the Village are anticipated:

a. INDR Floodway Permit Delegation -	\$230.00
b. INDR EcoCAT -	\$125.00
c. Kane/DuPage Soil and Water Conservation District -	\$1,939.00
d. DuPage County -	\$1,195.00

Project Milestone Schedule

- Topographical Survey, Wetland and US waters delineation, prepare existing conditions plan, and inspect wall 2 weeks after notice to proceed
- Prepare plans and cost estimate 4 weeks after notice to proceed
- Submit permit applications 4 weeks after notice to proceed

Compensation

Civiltech proposes to complete the Scope of Services on a unit time basis using actual labor charges incurred on the project times a multiplier of 2.67. The maximum not to exceed fee for this project, as currently scoped, will be \$26,179.35 and will not be exceeded without prior approval. Invoices will be submitted monthly for payment. See Attachment A for the Cost Estimate for Consultant Services.

Thank you again for this opportunity. If you have questions, please feel free to contact me at 630-735-3384.

Very truly yours,

Accepted by: _____

Greg Hatlestad, P.E., S.E.

Title: _____

Director of Structural Design Services

Date: _____

Civiltech Engineering, Inc.

Attachment:

Attachment A – Cost Estimate for Consultant Services (CECS)

ATTACHMENT A

COST ESTIMATE OF CONSULTANT SERVICES
Spring Brook Creek Retaining Wall Reconstruction
Village of Roselle

ITEM	NUMBER OF MAN-HOURS (A)	PAYROLL (B)	TIMES MULTIPLIER (C)	% OF GRAND TOTAL (F)
1 Field Data Collection	38	\$1,491.00	\$3,980.97	15.2%
2 Plan, Specification & Estimate Preparation	98	\$4,764.00	\$12,719.88	48.6%
3 Prepare Permit Applications	90	\$3,550.00	\$9,478.50	36.2%
PROJECT TOTALS	226	\$9,805.00	\$26,179.35	100.0%

(A) See attached Work Hour Estimate

(B) See attached Work Hour Estimate for Hourly Rates

(C) Direct Labor Multiplier = 2.67

**DETAILED WORK HOUR ESTIMATE
Spring Brook Creek Retaining Wall Reconstruction
Village of Roselle**

Item #	Sub-Task	Description	Total Work Hours	Chief Structural Engineer \$75	Structural Engineer \$38	Water Resources Lead \$75	Engineer \$35	Environmental Scientist \$35	Surveyor \$35.25
ITEM 1		Field Data Collection							
	a.	Inspection	2.0	2.0					
	b.	Topo Survey	4.0						4.0
	c.	Waters of the US and Wetlands Delineation/Report	24.0					24.0	
	d.	Existing Condition Plan Preparation	8.0	2.0			6.0		
		Sub-Total Item 1 =	38.0	4.0	0.0	0.0	6.0	24.0	4.0
ITEM 2		Plan, Specification & Estimate Preparation							
	a.	Plans							
		Cover Sheet	8.0	2.0			6.0		
		General Notes and Conditions	14.0	2.0		4.0	8.0		
		Site Plan, Wall Elevation & Typ Section	40.0	4.0	16.0	4.0	16.0		
		Erosion Control Plan and Details	20.0			4.0	16.0		
	b.	Specifications	8.0	4.0		4.0			
	c.	Cost Estimate	8.0	2.0	2.0	2.0	2.0		
		Sub-Total Item 2 =	98.0	14.0	18.0	18.0	48.0	0.0	0.0
ITEM 3		Prepare Permit Applications							
	a.	IDNR Permit - Delegation Letter	5.0			1.0	4.0		
	b.	USACE 404 Permit	36.0			4.0		32.0	
	c.	Kane/DuPage Soil and Water Conservation District	13.0			1.0	12.0		
	d.	DuPage County Stormwater and Floodplain Ordinance Permitting	36.0			4.0	16.0	16.0	
		Sub-Total Item 3 =	90.0	0.0	0.0	10.0	32.0	48.0	0.0
		Total Workhours	226.0	18.0	18.0	28.0	86.0	72.0	4.0