



VIA E-MAIL

November 29, 2017

Mr. Steve Hinchee
Superintendent of Planning
Wheaton Park District
1000 Manchester Road
Wheaton, IL 60187

Subject: Proposal for Subsurface Exploration
New Treehouse
2751 Navistar Drive
Lisle, IL 60532
OZ Proposal No. 0117316

Dear Mr. Hinchee:

As requested, OZ Engineering, LLC (OZ) is pleased to submit this proposal for providing geotechnical engineering services on the above referenced project. A brief description of our understanding of the project and a discussion of the scope of services to be provided are included in the following paragraphs.

PROJECT UNDERSTANDING

The subject site is located at the above address and will consist of constructing a new treehouse at the existing park. The treehouse consists of new playground structures with surrounding new sidewalks and walkways.

SCOPE OF WORK

As depicted on the site plan provided, it is proposed to drill eight (8) borings for this project. All (8) borings will be drilled to a depth of 10.0 feet below ground surface in the proposed treehouse footprint and sitework.

Note: an alternate scope has been provided to drill five (5) borings to a depth of 10 feet below ground surface in the area of the treehouse and playground structures. The remaining three (3) borings (B-2, B-3, and B-5) will be drilled to a depth of 5 feet below ground surface.

The number, location, and depth of the test borings will be dependent on the actual subsurface conditions encountered and may, therefore, vary from that anticipated. Where a

significant alteration to the work scope may be warranted, prior authorization from the client will be obtained, and any additional work will be charged at the unit rates shown on the accompanying Standard Fee Schedule.

The subsurface exploration will be performed with a truck-mounted drill rig, utilizing continuous flight hollow stem auger to advance the test holes. Soil samples will be secured by the Standard Penetration Test method at 2 ½ foot intervals in the upper 15 feet and 5-foot intervals thereafter, except that the sampling frequency may be increased in zones of foundation influence, or where erratic soil conditions are encountered. Groundwater level observations will be noted during the drilling activities and in the open bore holes upon completion. Laboratory visual classification and other testing will be performed to determine the behavioral characteristics of the subsurface materials encountered.

OZ will provide layout and ground surface elevations of the borings. Layout should be considered approximate as distances from available reference features are generally measured using a tape, and angles are estimated. Elevations are obtained using topographic information provided by the client.

GEOTECHNICAL REPORT

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis, and presented in a written report which will include the following:

- Determination of soil and groundwater conditions within the influence zone of a shallow foundation system.
- Provide recommendations for the type or types of foundations economically suitable for the proposed structure(s), and the allowable soil bearing capacities and corresponding settlement estimates.
- Guidelines for subgrade preparation for foundations and for the selection and placement of structural fill in these areas.
- Construction considerations relating to foundation and subgrade preparation, site drainage and groundwater control, and excavations.

FEE PROPOSAL

OZ Engineering, LLC proposes to perform the services on a unit charge basis in accordance with the Standard Fee Schedule and pursuant to the General Conditions, both of which are enclosed herein. A summary of the anticipated cost for the outlined services is shown on the attached Estimate Worksheet, and will be on the order of \$3,788.00. An alternate scope was also provided as seen on the budget sheet under "Alternate Estimate Worksheet", and will

be on the order of \$3,380.00. Final compensation will depend upon the actual number and depth of borings drilled, laboratory tests performed, and required engineering time. The above fee is based on OZ providing layout of the borings and all boring locations being readily accessible to normal truck-mounted equipment. Any special equipment required for site access, or any delays beyond the control of our personnel, will be considered as additional costs.

OZ has prepared this proposal on the assumption that this project is subject to prevailing wage requirements. If that assumption is incorrect, please notify OZ immediately so that we may submit a revised proposal.

PRIVATE UTILITY LOCATER

OZ requests that any available site utility plans be provided prior to the subsurface exploration to avoid damaging underground structures. OZ will contact "JULIE" to locate and clear public utility lines at the subject site prior to the start of the subsurface exploration. However, "JULIE" will not locate private utilities that are located on private property most of the time. If requested, OZ can engage a private utility locator to identify utilities in the vicinity of the boring locations (approximately +/- 5 ft radius) to reduce the potential of encountering utilities during drilling activities. The cost of engaging a private locator would be an additional \$475.00.

AUTHORIZATION

OZ Engineering, LLC will proceed with the work on the basis of written authorization which may be in the form of a copy of the proposal signed and returned to OZ.

Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at (708) 296-4325. We are looking forward to working with you on this project.

Sincerely,

OZ ENGINEERING, LLC

Lawrence P. Zablock
Partner

Nick Lococo, P.E.
Project Engineer

Attachments: Estimate Worksheet
 Boring Diagram
 Geotechnical General Conditions

Please indicate which services are requested below

Base Scope:	\$3,788.00	Yes ____	No ____
Alternate Scope:	\$3,380.00	Yes ____	No ____
Private Utility Locator:	\$475.00	Yes ____	No ____

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

FIRM: Wheaton Park District

SIGNATURE: [Signature]

NAME: Michael Beard

TITLE: Executive Director

DATE: 12-1-17



Estimate Work Sheet: Base Scope

Client: Wheaton Park District
Project: Lisle Treehouse
Location: 2751 Navistar Drive, Lisle, IL
OZ Proposal No.: 0117316
Date: November 29, 2017

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
I. Field Exploration Services			
1. Mobilization of drilling equipment and personnel	1 Lump Sum	\$475.00	\$475.00
2. All-terrain drill rig, per day	0 Days	\$250.00	\$0.00
3. Boring location, elevation measurements, site reconnaissance and utility clearance by Project Engineer	3 Hours	\$112.00	\$336.00
4. Soil drilling with Split-spoon or Shelby Tube sampling at 5-ft. intervals from depths of:			
- 0 to 25 feet	80 Feet	\$23.00	\$1,840.00
- 25 to 50 feet	0 Feet	\$25.00	\$0.00
Subtotal For Field Exploration Services:			\$2,651.00
II. Laboratory Soil Testing Services			
1. Unconfined compressive strength tests, calibrated hand penetrometer tests, visual engineering classification and moisture content tests.	32 Tests	\$10.50	\$336.00
Subtotal for Laboratory Services:			\$336.00
III. Engineering Services for Evaluation and Report Preparation			
1. Principal Engineer	1 Hours	\$150.00	\$150.00
2. Project Engineer	3 Hours	\$112.00	\$336.00
3. Staff Engineer or Geologist	3 Hours	\$105.00	\$315.00
Subtotal for Engineering Services:			\$801.00
Total Estimated Fee:			\$3,788.00

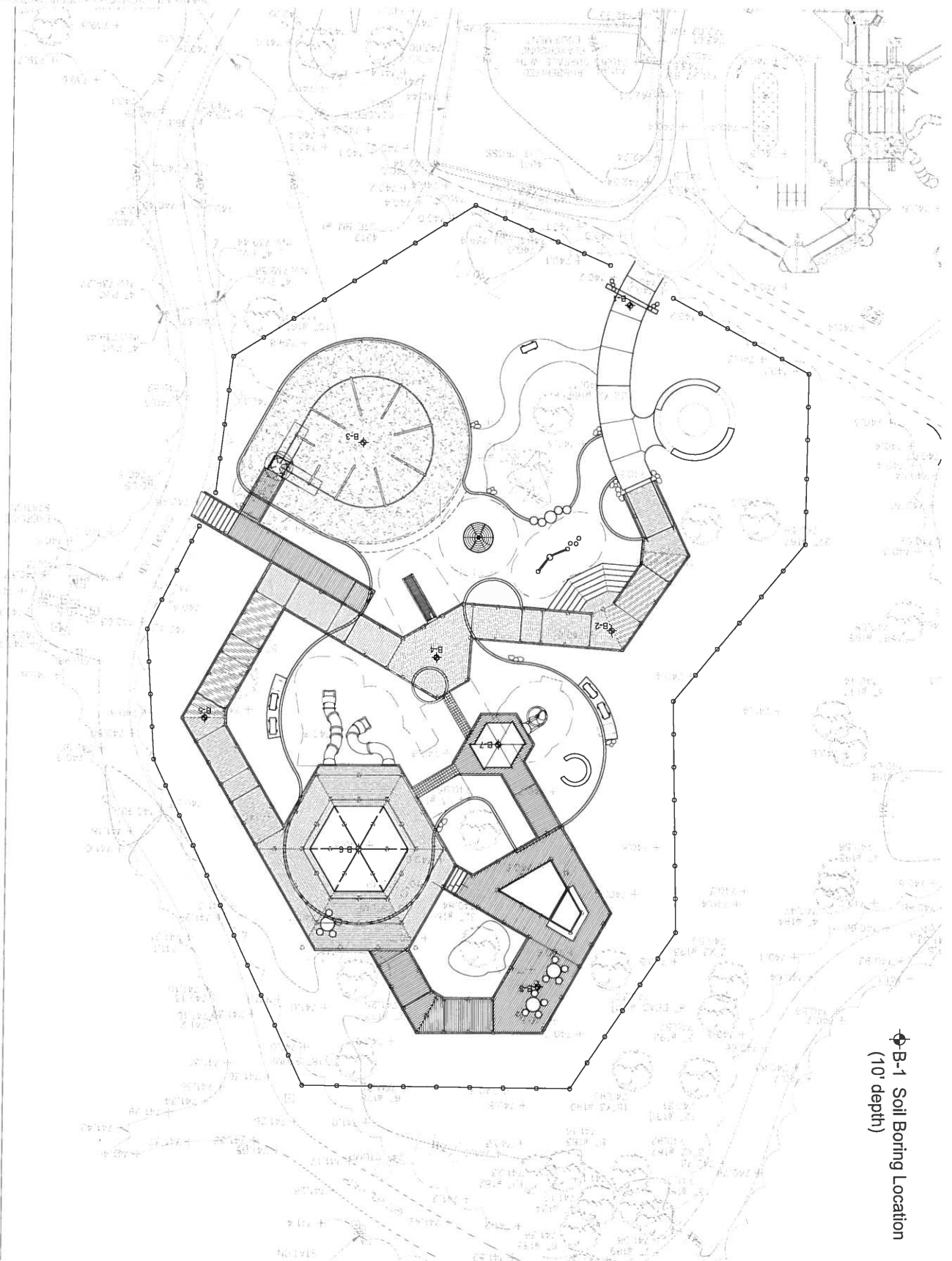


Estimate Work Sheet: Alternate 1

Client: Wheaton Park District
 Project: Lisle Treehouse
 Location: 2751 Navistar Drive, Lisle, IL
 OZ Proposal No.: 0117316
 Date: November 29, 2017

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
I. Field Exploration Services			
1. Mobilization of drilling equipment and personnel	1 Lump Sum	\$475.00	\$475.00
2. All-terrain drill rig, per day	0 Days	\$250.00	\$0.00
3. Boring location, elevation measurements, site reconnaissance and utility clearance by Project Engineer	3 Hours	\$112.00	\$336.00
4. Soil drilling with Split-spoon or Shelby Tube sampling at 5-ft. intervals from depths of:			
- 0 to 25 feet	65 Feet	\$23.00	\$1,495.00
- 25 to 50 feet	0 Feet	\$25.00	\$0.00
Subtotal For Field Exploration Services:			\$2,306.00
II. Laboratory Soil Testing Services			
1. Unconfined compressive strength tests, calibrated hand penetrometer tests, visual engineering classification and moisture content tests.	26 Tests	\$10.50	\$273.00
Subtotal for Laboratory Services:			\$273.00
III. Engineering Services for Evaluation and Report Preparation			
1. Principal Engineer	1 Hours	\$150.00	\$150.00
2. Project Engineer	3 Hours	\$112.00	\$336.00
3. Staff Engineer or Geologist	3 Hours	\$105.00	\$315.00
Subtotal for Engineering Services:			\$801.00
Alternate 1 Fee:			\$3,380.00

B-1 Soil Boring Location
 (10' depth)



225 W. Jefferson Avenue
 Naperville, IL 60540
 T 630.561.1187
 F 630.561.5525
 hitchcockdesigngroup.com

PREPARED FOR
 Play for All
 Foundation
 1000 Lakeshore Road
 Wheeling, Illinois 60091

PROJECT
 Play for All
 Treehouse
 2751 Navistar Dr.
 Lisle, Illinois 60532

CONSULTANTS
 Civil Engineer
 Engineering Resource Associates
 2801 West Commercial Ave.
 Naperville, Illinois 60563
 T 630.714.0888
 Structural Engineer
 McCluskey Engineering Corporation
 1887 High Grove Lane
 Naperville, Illinois 60563
 T 630.717.5299

ISSUED
 November 16, 2017
 REVISIONS

CHECKED BY: DRAWN BY:
 ARH/EPH ARH/EPH
 SHEET TITLE
 Soil Boring Plan

SCALE IN FEET
 0' 5' 10' 30'
 NORTH
 SHEET NUMBER
 L3.1
 ©2017 Hitchcock Design Group



GENERAL CONDITIONS

SECTION 1: SCOPE OF WORK: OZ Engineering, LLC (OZ) shall perform the services defined in the Agreement and shall invoice the client for those services according to the rates and unit charges indicated in the Agreement. Any cost estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. OZ will provide these additional services at the agreed upon rates and unit charges.

Rates for work beyond the scope of this Agreement and not covered in the Agreement can be provided. OZ can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Initiation of services by OZ pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the client will furnish OZ with right-of-access to the site in order to perform the work. While OZ will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The client will furnish OZ with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. OZ reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. OZ reserves the right to terminate this Agreement if conditions preventing drilling at the specified locations are encountered which were not made known to OZ prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, OZ will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold OZ harmless and indemnify OZ for any claims, payments or other liability, including costs and attorney fees, incurred by OZ for any damages to subterranean structures or utilities which are not called to OZ's attention and correctly shown on the plans furnished to OZ.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the client, or their representative to advise OZ of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which OZ may be provided or obtain while performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by OZ employees, agents or subcontractors. OZ does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the client, and responsibility for proper transportation and disposal is the client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the client. The client shall purchase all such equipment and it shall be turned over to the client for proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: OZ will furnish three copies of the report to the client. The client will be billed for any additional copies requested. OZ will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by OZ relating to collection procedures on overdue accounts. Failure of client to abide by the provisions of this section will be considered ground for termination of this agreement by OZ.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by OZ as instruments of service, shall remain the property of OZ unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: OZ shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". OZ shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and

welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of against claims or liabilities arising from performance of services under this agreement. OZ's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by OZ under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by OZ and that the data, interpretations and recommendations of OZ are based solely upon the data available to OZ. OZ will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: OZ has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. OZ personnel will adhere to these procedures, as site conditions require. OZ is not responsible or liable for injuries or damage incurred by third parties who are not employees of OZ.

It is understood that OZ will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The client is responsible, after notification, for payment of time charges and expenses resulting from the required response by OZ to subpoenas issued by any party other than OZ in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The client agrees to limit OZ's liability to the owner, all construction contractors and subcontractors on the project and any third party arising from OZ's professional acts, errors or omissions, or omissions or breach of Agreement or other cause of action, such that the total aggregate liability of OZ to all those named shall not exceed \$10,000 or OZ's total fee for the services rendered on this project, whichever is greater, and client hereby releases OZ from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of OZ's liability for damages suffered by the contractor or the subcontractor arising from OZ's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of OZ's professional acts, errors or omissions.

SECTION 14: INSURANCE: OZ carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to client upon request. Within the limits and conditions of such insurance, OZ agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of OZ, its employees, agents, subcontractors and their employees and agents. OZ shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. OZ shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff consultants employed by others, or other third parties who are not employees of OZ.

SECTION 15: INDEMNITY: The client acknowledges that OZ has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against OZ and agrees to indemnify and save OZ, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to OZ's performance of services hereunder. Client and OZ agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: SAMPLES: OZ will retain all soil and rock samples that are transported to OZ laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at client expense upon written request.

SECTION 17: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 18: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, OZ shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of OZ required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 19: PRECEDENCE: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding OZ's services.