

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND V3 COMPANIES OF ILLINOIS, LTD.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and V3 Companies of Illinois, Ltd. (the “Consultant”), for Phase III Resident Engineering Services for the Carpenter Street reconstruction project in the amount of \$84,577.00, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AGREEMENT

This Agreement is made this 15th day of April, 2008 by and between V3 Companies of Illinois, Ltd. (or "Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for professional engineering services; and

WHEREAS, the Consultant is willing to perform these services for the compensation and in accordance with the terms and conditions described in this Agreement,

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Scope of Services dated March 14, 2008 for Resident Engineering Services – Carpenter Street Storm and Water Improvements.

II. Term of Agreement

- A. The term of this Agreement will be one year from the date of execution by both parties. The controlling date shall be the date of the last signature. The Agreement may be renewed for an additional term upon written agreement of the parties.
- B. The Consultant has developed a preliminary progress schedule which will be revised as the project progresses. As a condition of tender and receipt of a proper invoice, the Village of Downers Grove will pay the fee as defined in the Scope of Services submission dated March 14, 2008. Without such attached invoice, payments will not be made.

III. Compensation

A. Basic Fees:

The Village will pay the Consultant an amount not to exceed \$84,577. This amount was based upon the services listed in the attached Scope of Services submission dated March 14, 2008. The Village will only be billed for services actually performed. This shall include reimbursable non-direct expenses. Any additional work performed in excess of the attached Scope of Services submission dated March 14, 2008 that would increase the contract amount must be approved in writing by the Village of Downers Grove prior to commencement.

B. Reimbursable Non-Direct Expenses:

These may include support services required to execute the scope of services such as photocopying, messenger/mail and exhibit preparation, etc.

C. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project, all reimbursable expenses including reproduction, mailing, and equipment and a total reimbursable amount for the billing period, the original contract amount, the currently approved contract amount, amounts billed to date, amounts received to date, and the contract amount remaining in the contract to date.

D. Prompt Payment Act:

The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. Insurance and Indemnification of the Village

- A.** The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Consultant from claims, at a minimum set forth below which may arise out of or result from the Consultants operations under this agreement and for which the Consultant may legally liable:
1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultants employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultants employees;
 4. Claims for damages insured by the usual personal injury liability coverage which are sustained: 1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or 2) by another person;
 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 7. Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

- B. The Consultant shall demonstrate having such insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- C. As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village of Downers Grove. In addition, the Consultant shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultant to the Consultant under the Consultant's agreement with the Village.

V. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act

and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Consultant as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

F. Standard of Care

Services performed by the Consultant 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 in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

G. Limitation of Professional Liability

Village agrees to limit Consultant's liability to Village arising from the Consultant's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of Consultant to all those named shall not exceed \$2,000,000 or total fee for the services rendered on this project, whichever is greater.

H. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice of default and the Consultant's failure to cure such default within ten days of the notice. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

I. Compliance with Laws

All work under the Agreement must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

J. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

K. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

L. Waiver of Contract Breach

The waiver by 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 will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

M. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

N. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultants under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

P. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

Q. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub consultants.

R. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

**Louis Gallucci
V3 Companies of Illinois, Ltd.
7325 Janes Ave.
Warrenville IL 60517**

S. Conflict of Provisions

In the event there is a conflict between the provisions contained herein and the Scope of Services submission dated March 14, 2008, the terms herein shall prevail.

T. Campaign Disclosure

1. Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
2. The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
3. Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

4. By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

V3 Companies of Illinois, Ltd.

Village of Downers Grove

By: Louis J. Gallucci

By: _____

Title: PRINCIPAL

Title: **Village Manager**

Date: 4/1/08

Date: _____

CONSULTANT'S CERTIFICATION

Consultant, V3 Companies of Illinois, Ltd hereby certifies that it is not barred from
(Name of Consultant)
agreeing to this contract for:

Resident Engineering Services – Carpenter Street Storm and Water Improvements.
(Description of Contract)

as a result of a violation of either Section 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 of Article 33E of Chapter 38 of the Illinois Compiled Statutes.

Consultant further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that consultant is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Consultant further certifies that if it owes any tax payment(s) to the Department of Revenue, Consultant has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Consultant is in compliance with the agreement.



By: Louis J. Gallucci
Consultant's Authorized Agent

36-3252440
FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this
1 day of April, 2008.

or _____
NAME

Kathy Jo Fyten
Notary Public

Social Security Number

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Louis J. Gallucci
Signature

LOUIS J. GALLUCCI
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____

(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

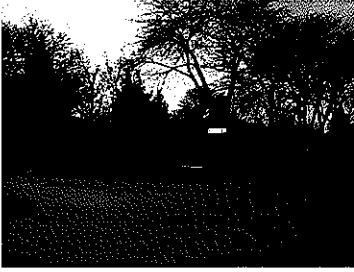
PROJECT APPROACH

The following is an overview of our approach to servicing the Village on the Carpenter Street project. This overview demonstrates V3's commitment to detail and quality, and will be used as a framework in the development of our overall project program. Also presented in this section is a Community Coordination Approach. V3 is prepared to perform all of the service tasks listed in the Request for Qualifications. The list below is intended to highlight specific areas where V3 will bring added value to the Downers Grove projects. The bold text tasks detail our strategy for addressing specific issues which we understand to be key points in delivering a successful project for all stakeholders.

PRE-CONSTRUCTION PHASE



- Conduct a site visit with Village representatives and identify all areas of particular concern.
- Document existing site conditions with digital photographs and videotape. This will supplement the contractor's videotaping and will document areas that V3 feels are of concern (e.g., private property, exist conditions at ROW, etc.).
- **V3 will perform an inspection of all sewer and water structures to remain. We will deliver a condition report to the Village. V3 will compare the condition report to the planned work for each structure and recommend concurrence with the plan or alternate options. This will be critical to maintain paving schedules and to assure that new pavements don't need structure work and patching soon after project completion.**
- Conduct a Materials Meeting with the contractor to identify aggregate and concrete mix sources, discuss back-up sources in case of plant problems and develop an overall plan for materials acceptance. Also review a list of proposed suppliers and subcontractors.
- Attend pre-construction conferences with the contractor, Village and other applicable parties including public meetings.
- Meet with the Village representatives to discuss funding and documentation procedures. **V3 has personnel trained in documenting contract quantities.**
- Obtain a list of all subcontractors and suppliers from the contractor.
- **V3 will meet with the contractor(s) and their MOT subcontractor to discuss the plan that the contractors proposed traffic control plan. Special attention will be paid to plans for traffic control near parks which are present on the Carpenter Street Project.**
- Locate current bus routes and stops with all affected school buses. Assist bus companies in setting up and communicating (via newsletter) any alternate routes and temporary stops to be utilized.
- V3 will notify public utility companies (ComEd, Nicor, cable provider, etc.) on the day of V3's NTP of proposed work and set up an initial site meeting immediately to discuss relocations necessary and facilities to remain



- Verify plan quantities of major cost items and process any necessary change orders as quickly as possible.
- V3 will perform a thorough constructability review of the plans. The Bid tab will be analyzed for inclusion of all required pay items.
- Review contractor's schedule for compliance with contract.
- **Visit the site with Village staff to determine latest health condition and species desirability of trees within the Village's right-of-way. Location of right-of-way and major work items (including sidewalks) will be laid out prior to the walk-through so that information is available at the time. Work items will be investigated for location revisions that could save trees. V3 will schedule a meeting with contractors and Village staff to discuss proper and acceptable tree protection. Hundreds of trees are within the project limits and detailed specifications are in place for protecting the trees.**
- All **sewer inverts of tie in structures will be investigated immediately** upon mobilization. Any discrepancies with plan inverts will be delivered to the Village and the Design Engineer to minimize potential delays and added cost.
- Prepare a project contact list with names, addresses, phone and fax numbers (including 24-hour contact numbers as applicable) for all contractors, subcontractors and material suppliers on the project.
- **V3 will hold a kick off meeting with Village of Downers Grove Water and Sewer Departments discuss the Carpenter Street Project's proposed scope of work. At a minimum, the initial meeting will include these agenda items:**
 - **Chain of command associated with assigned Village personnel**
 - **Water service line replacement**
 - **B-Boxes, Corp Stops and Curb Stops to be used**
 - **Fire hydrant construction**
 - **Main break and leak procedures and action plans**
 - **Contact information**
 - **Documentation procedures**
 - **Shutdown procedures and request deadlines**
 - **Contractor notification of water users to be affected by shutdowns**

CONSTRUCTION PHASE



- Maintain daily contact with Village personnel. Inform them of progress on the project as well as any cost or quality related issues that may develop. Also inform Fire and Police of any changes that may affect the Emergency Response Plan. Also help to coordinate between the contractor and any other agency officials that may have an interest in the project. V3 personnel carry cellular telephones at all times.
- Check and approve contractor submittals for compliance with contract documents.
- Notify the Village of any deviations and make recommendations for acceptance or denial of deviations.



- Alert the contractor's superintendent when any work is performed prior to acceptance of shop drawings or samples and advise the Village when it is necessary to disapprove any work failing to conform to the contract documents.
- Maintain daily contact with utility companies and their contractors to monitor concurrence proposed schedules.
- **Check and verify contractor's construction staking and layout on a regular basis to ensure accuracy in both elevation and alignment. This will be especially important on the Carpenter street project due to the many horizontal curves and large vertical elevations changes which provide potential areas for layout error. All V3 Resident Engineers have leveling instruments on site at all times. In addition, V3's Survey Department has ten Professional Land Surveyor's and multiple survey filed crews on staff available to assist construction staff if needed.**
- Discuss truck route with all contractors and monitor the routes used.
- Organize an initial meeting of the project's underground contractor's superintendent(s), V3 staff and the Village's Sewer and Water Site personnel. Assure that the contractor understands all standards and expectations prior to work beginning. Arrange for the contractor to bring proposed fitting samples to this meeting.
- Maintain daily contact with the contractor to determine work schedules, paving and concrete placement dates and adherence to overall project schedule. Update the schedule on a weekly basis and compare updated completion dates with those specified in the contract, and inform the Village of any discrepancies. Should the project fall behind schedule, work with the contractor and Village to determine appropriate action to get back on schedule.
- Perform weekly barricade and overall traffic control checks at night, and deliver barricade reports indicating observations. Also, observe the traffic control on a daily basis and inform the contractor of any deficiencies. **Inspections will be performed at the end of every work day and deficiencies will be addressed before V3 staff leaves the project.** If the contractor fails to make any necessary corrections, inform Village representatives and follow through on traffic control deficiency policies. Document all daily observations and corrective actions taken.
- Coordinate with Village's material testing consultant and schedule necessary inspections in order to keep the work proceeding in a timely fashion. Cancel material testing appointments as soon as possible to avoid possible minimum charges by testing firm.
- Observe the progress and quality of the work and determine if the work is progressing in accordance with the contract documents. **Maintain a site presence at all times when the contractor is working.**
- Keep Inspector's Daily Reports and quantity book records up to date. Also maintain a project diary documenting hours worked, weather, site conditions, work performed, visitors to the site, equipment, major decisions and general site observations. Also

maintain orderly correspondence, submittal, shop drawing, meeting minutes, change order, pay estimate, material inspection and addenda files.

- **Document work for payment purposes in the appropriate Village format.**
- Prepare and post to the Village website (upon Village approval) a periodic newsletter updating residents and businesses about the project.
- Investigate driveway and back of sidewalk slopes for compliance with Village Standards. **Special attention will be paid to residential driveways and sidewalk slopes in areas near allowable limits on Carpenter Street and the adjacent Courts where there are several rolling hills with significant elevation changes.**
- Address residents' concerns related to scope of work, schedules, closures and driveway accessibility. All attempts will be made to conduct these conversations in person to help residents feel comfortable with project staff. **Make efforts to assure residents that they can easily reach V3 staff and have concerns addressed promptly without contacting Village staff.** Resident interaction will be documented in a separate log, providing an historical record of past contacts.
- **V3 will perform erosion and sediment control inspections using V3's trained and qualified inspectors. Weekly or rainfall dictated inspections will be documented. V3 will perform the inspection with the contractor's designated representative incase immediate action is required. V3's staff is trained to offer sediment and erosion control methods when the existing SWPP needs to be supplemented. Special attention will be given near the north limits of the project at Ebersold Park. The topography of the site will shed drainage toward the park where high quality drainage ways and storage areas (wetland like) are present. Erosion from the site would impact these areas negatively.**
- Provide the Village with a regular update on estimated final costs of the project. This will involve timely incorporation of any change orders and accurate quantity take-offs of remaining items.
- Conduct weekly progress meetings with all interested parties.
- Maintain written meeting minutes and distribute to all interested parties.



POST-CONSTRUCTION PHASE AND CLOSE OUT

- Expedite project close-out by providing final quantity measurements to contractor throughout the project, instead of waiting until the end.
- Expedite acceptance of the project by maintaining a running punchlist that informs the contractor of any deficient items and allows him time to correct deficiencies during the course of construction, rather than mobilizing crews at the end.
- Conduct a final inspection with Village's Engineering and Underground Utility personnel and prepare a final punchlist of corrective or incomplete work.
- Verify that all punchlist items have been completed and make

recommendations to the Village for final acceptance. Assist the Village in assuring that the project was completed in accordance with the contract documents.

- Record all final data into the record drawings. Provide a reproducible set of drawings and an electronic file of record upon project completion with all changes in plans clearly indicated.
- Conduct a Post-Construction Meeting with the Village and design consultant, to outline lessons learned during the project and identify steps to eliminate potential future problems.

COMMUNITY CORRDINATION APPROACH

It is clear that one of the most important aspects for the Carpenter Street project will be serving the needs of the residents affected by the construction activities. The project is located in a populated residential area. Because of this, a great deal of effort will be expended by V3 to maintain access for the area residents and keep them informed of project status.

While residents in the area may be periodically inconvenienced by construction activities and staging operations, V3 feels the impact can be attenuated by:

- **Timely, thorough and regular communication with area residents of the schedule, duration and impact of all traffic staging and major construction operations.**
- **Strict adherence to the traffic control plans and specifications by the contractors. This is especially important when courts, cul-de-sacs and turnouts are present because access can only be gained from a single point. Construction activities must be closely monitored in these areas to avoid unnecessary inconvenience to residents.**
- **Immediate response to concerns raised by residents and business owners.**

In addition, V3 will provide the following services to minimize or eliminate the impacts of construction on the residents of Downers Grove:

- Prepare a periodic Project Newsletter for area residents and property owners.
- V3 will meet individually as often as needed with any resident or business owner to discuss special needs.
- **V3 will contact the Downers Grove Park District to discuss the scope of work and how it may affect Ebersold Park and the unnamed park at 62nd Court.**
- **V3 will explain the ingress and egress plan to residents to ease their concerns over property access. We have found that this is often the main concern of residents in projects of this type. We will inform them that we'll work to insure that contractors not only abide by all contract**



Issue #16

Dear Resident:

November 4, 2003

Weather permitting, your street will have 2 inches of asphalt surface placed Wednesday, November 5th.

The contractor will start paving by 7:00AM, please have your vehicles off the street no later than 6:00 AM to allow for final preparation work. Paving should conclude by 6:00 PM. Please stay off the fresh asphalt until dusk. Seek alternate routes to avoid the paving machine and asphalt trucks. During working hours, please park in areas far enough from the project so the trucks hauling hot asphalt will not be impeded from entering or leaving the job site.

The contractor is currently cleaning the streets in preparation of the paving operation. Please do not ride or blow leaves into the streets.

Please direct any construction-related questions or comments to Mr. Ed Herby through the Department of Public Works at 620-5740 or at the construction field office at 678-0993. Mr. Ray Schwab at the Village of Lombard (also at 620-5740) can address any other questions related to the project.

Sincerely,

VILLAGE OF LOMBARD
DEPARTMENT OF PUBLIC WORKS

requirements, but put forth any extra effort possible to maintain driveway access.

The name of the RE, the RE's field office telephone number, fax number and e-mail address will be distributed so that residents can contact the RE at any time to have their needs attended to immediately. **V3's REs carry handheld email devices to enhance communications in our ever-evolving digital workplace.**

We will strive to develop a level of trust and respect between the residents and V3 staff so that residents feel confident that their needs can be addressed through communication with V3. This should minimize Village staff's time expenditure.

Project SW-027 & WA-008 / Carpenter Street Improvements

Schedule of Manhours

Name	Role	Period Ending							Total Hours
		Pre Construction 5/23/2008	6/20/2008	7/18/2008	8/15/2008	9/12/2008	10/10/2008	Post Construction 11/7/2008	
Division Director	Project Oversight	1	2	2	2	2	2	1	12
Resident Engineer	Resident Engineer/Project Manager	40	90	200	200	200	90	24	844
Technician III	Inspector		8	16	16	16	16	4	76
Technician III	Documentation Engineer	2		1			1	2	6

CECS Form V3 Companies



Average Hourly Project Rates

Route _____
 Section _____
 County _____ DuPage
 Job No. _____ SW-027 & WA-008
 PTB/item _____

Consultant V3 Companies of Illinois

Date 03/14/08

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Phase III Construction (V3)											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Administration	19.50	0														
Asst. Project Surveyor	24.20	0														
Division Director	62.88	12	1.28%	0.80	12	1.28%	0.80									
Engineer I/II	25.04	0														
Engineer III	28.40	0														
Estimating Technician	17.29	0														
Instrument Operator	18.39	0														
Operations Director	46.44	0														
Principal	66.85	0														
Project Engineer	29.37	0														
Project Manager	38.30	0														
Project Surveyor	28.70	0														
Resident Engineer	36.71	844	89.98%	33.03	844	89.98%	33.03									
Scientist I/II	20.85	0														
Scientist III	23.76	0														
Senior Entitlement Manager	51.31	0														
Senior Project Manager	50.15	0														
Senior Estimator	39.11	0														
Senior Scientist	26.83	0														
Senior Technician	30.00	0														
Superintendent	33.90	0														
Survey Crew	24.56	0														
Technician	13.51	0														
Technician I/II	20.91	0														
Technician III	25.53	82	8.74%	2.23	82	8.74%	2.23									
		0														
		0														
		0														
		0														
		0														
		0														
TOTALS		938	100%	\$36.07	938	100%	\$36.07	938	100%	\$36.07	938	100%	\$36.07	0	0%	\$0.00