

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**JANUARY 13, 2009 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Senior Resident Engineering Services for FY09	✓ Resolution Ordinance Motion Discussion Only	Michael D. Millette Asst. Director of Public Works

**SYNOPSIS**

Resolutions have been prepared to award contracts to V3 Companies of Illinois (V3) in the amount of \$70,543.20 and to Hampton, Lenzini and Renwick, Inc. (HLR) in the amount of \$74,424.00 to perform Senior Resident Engineering Services for FY09.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2009-2013 identifies *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Well-Designed, Well-Built and Well-Maintained Village Facilities and Infrastructure*.

**FISCAL IMPACT**

The approved FY09 Budget includes \$540,000 for Senior Resident Engineering Services for 2009 CIP projects. A summary of the funding locations and levels is provided in the table below:

Fund Title	Allocation Amount
Capital Projects	\$ 60,000
Stormwater	\$ 360,000
Water	\$ 120,000
<b>TOTAL</b>	<b>\$ 540,000</b>

The proposed Senior Resident Engineering contracts with V3 Companies of Illinois (V3) total \$70,543.20. Additionally, the proposed Senior Resident Engineering contracts with Hampton, Lenzini and Renwick, Inc. (HLR) total \$74,424.00. Thus, the combined total for the proposed FY09 Senior Resident Engineering contracts is \$144,967.20. Approval of the proposed contracts would leave an aggregated balance in the aforementioned funding locations of \$395,032.80.

**RECOMMENDATION**

Approval on the January 20, 2009 active agenda.

**BACKGROUND**

The concept of enhanced construction project management was presented at the October 14, 2008 Workshop and entails the use of consultants to provide Senior Resident Engineering (SRE) services to advise and assist Village-employed project managers and other consulting engineers with surveys, inspections, quality control reporting, computation and documentation of quantities, reporting and record keeping for FY2009 construction projects.

In February of 2008, the Village conducted a competitive, qualification-based selection process for resident engineering services. The Village Council approved five engineering firms as pre-qualified to perform SRE services. The five firms were invited to submit letters of interest and respond to a request for submittal for providing SRE services for 2009 CIP projects.

The five firms are:

Christopher B. Burke Engineering, Ltd. – Rosemont, IL  
Civiltech Engineering, Inc. – Itasca, IL  
Hampton, Lenzini and Renwick, Inc. – Elgin, IL  
Kudrna & Associates, Ltd. – Westmont, IL  
V3 Companies of Illinois, Ltd. – Woodridge, IL

Upon review of the submittals and in-depth interviews with each consultant, staff determined that V3 and HLR will best perform this work for the Village's core belief of Service with PRIDE. Each firm has shown a past history of excellent inter-agency coordination and performed well on 2008 Village projects: HLR oversaw the Maple/55<sup>th</sup> Water Main Replacement project and V3 managed the Carpenter Street (59<sup>th</sup> – 63<sup>rd</sup>) project. A summary of the projects to be completed by each firm is provided in the table below:

V3	HLR
Watermain, 59th (Dunham to Main)	WIIP: SJN-E
Brooke Drive & Centre Circle	Bikeway Connections
WIIP: LA-G	Traffic Signal, Springside & 63rd Street
WIIP: SJN-C	Inverness Ave, Ashbrook to Belmont
WIIP: PR-B	Rogers St, Main to Fairview
	Watermain, Rogers St.
	Watermain, Austin Street
	Watermain, Gierz St & Wilson St

**ATTACHMENTS**

- Resolutions
- HLR contract
- V3 contract
- Contractor Evaluation Forms

**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 for Phase III Senior Resident Engineering Services related to 2009 CIP improvement projects in the amount of \$70,543.20, 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 \_\_\_ day of \_\_\_\_\_, 2009 by and between V3 Companies of Illinois of Woodridge, Illinois (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 Phase III Senior Resident Engineer services related to improvements of the 2009 CIP projects; 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-Phase III Senior RE Consultant

### **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. As a condition of tender and receipt of a proper invoice, the Village of Downers Grove will pay the fee as defined in the attached Schedule of Manhours submitted by Consultant.. 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 \$70,543.20. This amount was based upon the services listed in the attached Schedule of Manhours. The Village will only be billed for services actually performed. This shall include reimbursable non-direct expenses. Any additional service performed in excess of the attached Schedule of Manhours 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.

**O. 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.

**P. 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.

**Q. 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**

**Tom Valaitis, P.E.  
V3 Companies of Illinois  
7325 Janes Avenue  
Woodridge, IL 60517**

**R. Conflict of Provisions**

In the event there is a conflict between the provisions contained herein and the Scope of Services-Phase III Senior RE Consultant, the terms herein shall prevail.

**S. 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

Village of Downers Grove

By:   
Tom R. VALARIS

By: \_\_\_\_\_

Title: CONSTRUCTION DIVISION DIRECTOR Title: Village Manager

Date: 1/6/09

Date: \_\_\_\_\_

### CONSULTANT'S CERTIFICATION

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

Phase III Senior Resident Engineer Services related to 2009 CIP projects

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: [Signature]  
Consultant's Authorized Agent



□ 3 0 - 3 2 5 9 4 8 0 □  
FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this

or Kathy Jo Fyten  
NAME

6 day of January, 20 09.  
Kathy Jo Fyten  
Notary Public

351-64-7664  
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.  
[Signature]                      Tom R. VALANTIS  
Signature                                      Print Name

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

Print the following information:

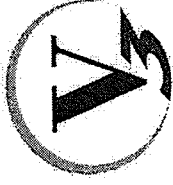
Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



Phase III Senior Resident Engineer Services  
 Estimate of Manhours and Costs

Schedule of Manhours

Tasks	Individual	Billing Rate w/ Overhead & Fee	Bidding and Pre-Construction Phase		Construction Phase						Post-Construction Phase		Total	Costs			
			7/31/2009	2/29/2009	3/28/2009	4/25/2009	5/23/2009	6/20/2009	7/18/2009	8/15/2009	9/12/2009	10/10/2009			11/7/2009	12/5/2009	1/2/2010
Sen. P.E. Services	Ed Heitly, P.E.	\$138.32	10	20	20	40	60	60	60	60	60	60	40	20	10	510	\$70,543.20
Sub-Total			10	20	20	40	60	60	60	60	60	60	40	20	10	510	\$70,543.20

Total Estimate: \$70,543.20

## SCOPE OF SERVICES – PHASE III SENIOR RE CONSULTANT

The CONSULTANT agrees to provide, to the satisfaction of the VILLAGE, professional engineering services including review, advice and assistance for Village employed (Project Engineers) and/or consulting engineers with surveys, inspections, quality control reporting, computation and documentation of quantities, reporting and record keeping, for construction work to be performed by Contract. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the Public Works Engineering Division, and will familiarize themselves with the contract documents, which will include the contract between the VILLAGE and the Contractor and any supplements thereto, the Standard Specifications and current addenda thereto, the plans and approved changes thereto.

The CONSULTANT further agrees:

1. That all work under this agreement will be observed for compliance with the contract documents and the standard practices of the Public Works Engineering Division. Frequencies for monitoring projects will be approximately 10 hours per week or as directed by the VILLAGE.
2. That they will adequately perform the requirements of this agreement and possess the experience, knowledge and character qualifying them for the particular duties to perform.
3. That they will act as liaison engineer for the VILLAGE and supervise the activities of all Project Engineers and/or consulting engineers. The CONSULTANT will report to and be directly responsible to the Village-employed Senior Engineer and/or Assistant Director of Public Works, Engineering & Transportation who is in responsible charge of the Project Engineers and/or consulting engineers.
4. That they will furnish the services required herein, as determined by the rate of construction progress after notification by the VILLAGE. That they will withdraw from the project, within one week after written notification by the VILLAGE, any personnel or services no longer required.
5. That they will immediately bring to the attention of the VILLAGE, any failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the Project Engineer and/or consulting engineer as well as all situations incapable of disposition in the field. They will also be available to attend meetings for the disposition of such matters when so requested by the VILLAGE.
6. The VILLAGE will provide space for occupancy for the CONSULTANT in the Public Works Facility until the completion of this agreement.
7. The VILLAGE will provide the CONSULTANT one week notice in advance of the initial need for personnel or services or need for additional personnel or services to be furnished by the CONSULTANT.
8. The VILLAGE will provide the CONSULTANT one week notice in advance of reduction services furnished by the CONSULTANT.

## **I. GENERAL DESCRIPTION OF RESPONSIBILITIES AND SCOPE OF SERVICES**

### **GENERAL ROLES AND RESPONSIBILITIES**

**VILLAGE (Owner):** The VILLAGE's sole role is to act as owner of the projects and to ensure that its interests and rights are being protected through the assistance of the selected CONSULTANT Senior Resident Engineer (SRE) (a.k.a. Owner's Representative) to act as the VILLAGE's primary agent. The VILLAGE shall designate Project Managers and/or consulting engineers authorized to act on the VILLAGE's behalf on a per project basis. The CONSULTANT SRE shall conduct required visits to various project sites. The VILLAGE shall retain sole authority to accept or reject the completed project based on recommendations from the Project Managers and/or consulting engineers. The VILLAGE shall not be responsible for the performance by the CONSULTANT's SRE of the services required by the CONSULTANT's agreement with the VILLAGE.

**CONSULTANT (Senior Resident Engineer (SRE) (a.k.a. Owner's Representative)):**  
The sole role of the CONSULTANT SRE is to act as the primary agent of the VILLAGE with respect to the 2009 CIP projects in order to properly execute the scope of work in the contract documents and help ensure the projects are completed on schedule and within budget according to the contract documents.

The CONSULTANT SRE will be responsible for assisting the VILLAGE with advising and coordination of three primary phases including:

- 1) Pre-construction
- 2) Construction
- 3) Post Construction Project Closeout

The CONSULTANT SRE shall monitor and implement procedures for, and maintain coordination of activities and communication on behalf of the VILLAGE and between the Project Engineers.

#### **1. Pre-Construction Phase:**

- 1.1 Review and provide advice and assistance with plans and specifications for constructability prior to bid letting so that budgetary issues can be addressed as quickly as possible.
- 1.2 Assist Project Engineers and/or consultant engineers in responding to bidder's questions.
- 1.3 Review and comment on bid addenda to clarify the bid documents or respond to bidders' questions.
- 1.4 Offer assistance in evaluating bids for technical conformance when necessary.
- 1.5 Review preparation of project files including Pay Request and Change Order Forms, Quantity Book and IDR templates.
- 1.6 Keep the VILLAGE informed of progress, issues, and invoicing.

**Note:** It is expected that CONSULTANT SRE shall be monitoring project activities at least 10 hours a week. It is recognized that more site observation and inspection may be required in the earlier through the middle part of the construction project than in the later stages. Prospective CONSULTANT's may identify a proposed site visit schedule to address these conditions and cost effectiveness.

## **2. Construction Phase:**

- 2.1 Provide advice and assistance throughout the entire construction process as the VILLAGE's representative.
- 2.2 Review and provide advice and assistance monitoring the development and maintenance of construction schedules by the Contractor(s), and assist Project Engineers in maintaining and updating the overall project schedule as necessary.
- 2.3 Attend weekly Project meetings, and if necessary, special meetings with the Contractor(s) and other appropriate project representatives to provide advice and assistance addressing any resident or business owner concerns, or upcoming public events requiring specific project staging in order to maintain the construction process.
- 2.4 Review and provide advice and assistance for all Requests for Information (RFI) from the Contractor(s) for timely response.
- 2.5 That they will review and provide advice and assistance in tracking and verifying all necessary manufacturers' and certifications of materials.
- 2.6 Review and provide advice and assistance monitoring all supplemental instructions and directives for potential impact on the Project budget and schedule.
- 2.7 Review all invoices and applications for payment from the Contractor(s).
- 2.8 Provide a monthly written report that summarizes the status of all Projects' costs and schedule. Report may be orally presented to the Village Council by CONSULTANT SRE.
- 2.9 Review and provide advice and assistance for change proposals submitted by the Contractor(s) for appropriateness and accuracy and recommend acceptance and/or payment of such changes to the VILLAGE.
- 2.10 Monitor the review and response of the submission of shop drawings and product samples by the Contractor(s) for timeliness and appropriateness.
- 2.11 Review and provide advice and assistance for construction punch lists for the Project. Monitor implementation and completion of all punch list items.



- 2.12 Review and provide advice and assistance for recording Project records (a.k.a. documentation) on a weekly basis throughout the construction process to ensure up to date documentation of Project. If documentation is more than one (1) week behind, a written notice (e-mail or hand written) shall be delivered to the VILLAGE at the time of the occurrence.
- 2.13 Provide advice and assistance in resolving construction issues, claims, and disputes prior to engagement of the VILLAGE (excluding legal advice and arbitration and litigation support).
- 2.14 Provide advice and assistance in recommending appropriate levels of contingency to carry during all phases of the Project.
- 2.15 Review digital photo documentation of Project Engineers. Project photos should be taken on a weekly basis for inclusion in VILLAGE communications.
- 2.16 Provide advice and assistance in monitoring the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work.
- 2.17 Review and provide advice and assistance for scheduling and coordinating the professional services of the Geotechnical Engineer and/or testing laboratories required for the project.
- 2.18 Keep the VILLAGE informed of construction progress and budget status during weekly project manager meetings. Estimates will be issued monthly.

### **3. Post-Construction Phase:**

- 3.1 Provide advice and assistance in managing the close-out of the construction contract; punch list completion and receipt and documentation of all final lien waivers and other close-out documents, such as record drawings.
- 3.2 Review and provide advice and assistance in closing out Project accounting and provide the final status of the Project budget to VILLAGE.

## **II. Deliverables**

### **4. General, Format and Quantity, and Final Turnover**

#### **4.1 General**

- A. The CONSULTANT SRE shall be required to submit, on a regular basis or from time to time, depending on the particular project related issue, certain statements, reports, evaluations, opinions or other similar submissions as a part of CONSULTANT SRE services and responsibilities as delineated herein and as required as a result of subsequent procedures developed in conjunction with the VILLAGE covered under the agreement for CONSULTANT SRE services with the VILLAGE.

- B. All items submitted by the CONSULTANT SRE to the VILLAGE as part of the services on behalf of the VILLAGE shall become the sole property of the VILLAGE.

#### 4.2 Format and Quantity

- A. The CONSULTANT SRE shall produce all deliverables compatible with, at minimum, Microsoft Office products including Microsoft Word, Excel, Power Point, and Access 2002, Microsoft Project 2000, and AutoCAD 2007.
- B. Unless otherwise agreed to in advance by the VILLAGE, and excluding drawings, plans, diagrams, samples and similar items, all deliverables shall be in an 8 ½ x 11, portrait format. Landscape format can be used to facilitate a more clear presentation of the information at the CONSULTANT SRE's discretion.
- C. Documents originally produced in or provided to the CONSULTANT SRE in a legal, 8 ½ x 14 format, need not be further reduced or modified.
- D. Larger exhibits should, if possible, be provided in an 8 ½ x 11 format by employing a tri-folded 11 x 17 format insert.
- E. Larger drawings, plans, diagrams or similar items should be provided at a 50% reduction to the extent practical.
- F. All plans, drawings, diagrams and similar items shall be delineated at a commonly recognized and used engineering scale and shall include north orientation, if applicable, as well as the drawn scale in both a written and graphic form.
- G. Unless otherwise specified, the CONSULTANT SRE shall provide a bi-weekly report of Projects to the VILLAGE.

#### 4.3 Final Turnover of CONSULTANT SRE's Documents

- A. In addition to properly and chronologically organized hard copies of all project documentation, the CONSULTANT SRE shall provide to the VILLAGE an electronic digital version of all deliverables compatible with, at a minimum, Microsoft Word, Excel, Power Point, and Access 2002, Microsoft Project 2000, and AutoCAD 2007.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND HAMPTON, LENZINI AND RENWICK, INC.**

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 Hampton, Lenzini and Renwick, Inc. (the “Consultant”), for Phase III Senior Resident Engineering Services related to 2009 CIP improvement projects in the amount of \$74,424.00, 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 \_\_\_ day of \_\_\_\_\_, 2009 by and between Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois (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 Phase III Senior Resident Engineer services related to improvements of the 2009 CIP projects; 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 Work-Phase III Senior RE Consultant.

### **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. As a condition of tender and receipt of a proper invoice, the Village of Downers Grove will pay the fee as defined in the attached Cost Estimate of Consultant Services dated 12/18/08. 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 \$74,424.00. This amount was based upon the services listed in the attached Cost Estimate of Consultant Services dated 12/18/08. The Village will only be billed for services actually performed. This shall include reimbursable non-direct expenses. Any additional service performed in excess of the attached Cost Estimate of Consultant Services dated 12/18/08 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.

**O. 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.

**P. 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.

**Q. 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**

**Douglas Paulus, P.E.  
Hampton, Lenzini and Renwick, Inc.  
380 Shepard Drive  
Elgin, Illinois 60123**

**R. Conflict of Provisions**

In the event there is a conflict between the provisions contained herein and the attached Scope of Work-Phase III Senior RE Consultant, 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.

**Hampton, Lenzini and Renwick, Inc.**

**Village of Downers Grove**

By: Don Renwick

By: \_\_\_\_\_

Title: vice-president

Title: **Village Manager**

Date: 1/6/2009

Date: \_\_\_\_\_

### CONSULTANT'S CERTIFICATION

Consultant, Hampton, Lenzini and Renwick, Inc., hereby certifies that it is not barred from agreeing to this contract for:

Phase III Senior Resident Engineer work related to improvements of the 2009 CIP projects

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: *DiAnne Lukas*  
Consultant's Authorized Agent

HAMPTON, LENZINI & RENWICK, INC.  
380 SHEPARD DRIVE  
ELGIN, IL 60123-7010

-         
FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this \_\_\_\_\_ or \_\_\_\_\_  
6 day of January, 2009.  
*Barbara L Polhemus* \_\_\_\_\_  
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.  
*DiAnne Lukas* DIANNE LUKAS  
Signature Print Name

Bidder/vendor has contributed to 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

## SCOPE OF WORK – PHASE III SENIOR RE CONSULTANT

The CONSULTANT agrees to provide, to the satisfaction of the VILLAGE, professional engineering services including review, advice and assistance for Village employed (Project Engineers) and/or consulting engineers with surveys, inspections, quality control reporting, computation and documentation of quantities, reporting and record keeping, for construction work to be performed by Contract. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the Public Works Engineering Division, and will familiarize themselves with the contract documents, which will include the contract between the VILLAGE and the Contractor and any supplements thereto, the Standard Specifications and current addenda thereto, the plans and approved changes thereto.

The CONSULTANT further agrees:

1. That all work under this agreement will be observed for compliance with the contract documents and the standard practices of the Public Works Engineering Division. Frequencies for monitoring projects will be no less than 10 hours a week and no variation will be permitted except on written order of the VILLAGE.
2. That they will adequately perform the requirements of this agreement and possess the experience, knowledge and character qualifying them for the particular duties to perform.
3. That they will act as liaison engineer for the VILLAGE and supervise the activities of all Project Engineers and/or consulting engineers. The CONSULTANT will report to and be directly responsible to the Village-employed Senior Engineer and/or Assistant Director of Public Works, Engineering & Transportation who is in responsible charge of the Project Engineers and/or consulting engineers.
4. That they will furnish the services required herein, as determined by the rate of construction progress after notification by the VILLAGE. That they will withdraw from the project, within one week after written notification by the VILLAGE, any personnel or services no longer required.
5. That they will immediately bring to the attention of the VILLAGE, any failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the Project Engineer and/or consulting engineer as well as all situations incapable of disposition in the field. They will also be available to attend meetings for the disposition of such matters when so requested by the VILLAGE.
6. The VILLAGE will provide space for occupancy for the CONSULTANT in the Public Works Facility until the completion of this agreement.
7. The VILLAGE will provide the CONSULTANT one week notice in advance of the initial need for personnel or services or need for additional personnel or services to be furnished by the CONSULTANT.
8. The VILLAGE will provide the CONSULTANT one week notice in advance of reduction services furnished by the CONSULTANT.

## I. GENERAL DESCRIPTION OF RESPONSIBILITIES AND SCOPE OF SERVICES

### GENERAL ROLES AND RESPONSIBILITIES

**VILLAGE (Owner):** The VILLAGE's sole role is to act as owner of the projects and to ensure that its interests and rights are being protected through the assistance of the selected CONSULTANT Senior Resident Engineer (SRE) (a.k.a. Owner's Representative) to act as the VILLAGE's primary agent. The VILLAGE shall designate Project Managers and/or consulting engineers authorized to act on the VILLAGE's behalf on a per project basis. The CONSULTANT SRE shall conduct required visits to various project sites on a daily basis. The VILLAGE shall retain sole authority to accept or reject the completed project based on recommendations from the Project Managers and/or consulting engineers. The VILLAGE shall not be responsible for the performance by the CONSULTANT's SRE of the services required by the CONSULTANT's agreement with the VILLAGE.

**CONSULTANT (Senior Resident Engineer (SRE) (a.k.a. Owner's Representative)):** The sole role of the CONSULTANT SRE is to act as the primary agent of the VILLAGE with respect to the 2009 CIP projects in order to properly execute the scope of work in the contract documents and help ensure the projects are completed on schedule and within budget according to the contract documents.

The CONSULTANT SRE will be responsible for assisting the VILLAGE with advising and coordination of three primary phases including:

- 1) Pre-construction
- 2) Construction
- 3) Post Construction Project Closeout

The CONSULTANT SRE shall monitor and implement procedures for, and maintain coordination of activities and communication on behalf of the VILLAGE and between the Project Engineers.

#### **1. Pre-Construction Phase:**

- 1.1 Review and provide advice and assistance with plans and specifications for constructability prior to bid letting so that budgetary issues can be addressed as quickly as possible.
- 1.2 Assist Project Engineers and/or consultant engineers in responding to bidder's questions.
- 1.3 Review and comment on bid addenda to clarify the bid documents or respond to bidders' questions.
- 1.4 Offer assistance in evaluating bids for technical conformance when necessary.
- 1.5 Review preparation of project files including Pay Request and Change Order Forms, Quantity Book and IDR templates.
- 1.6 Keep the VILLAGE informed of progress, issues, and invoicing.

**Note:** It is expected that CONSULTANT SRE shall be monitoring project activities at least 10 hours a week. It is recognized that more site observation and inspection may be required in the earlier through the middle part of the construction project than in the later stages. Prospective CONSULTANT's may identify a proposed site visit schedule to address these conditions and cost effectiveness.

## **2. Construction Phase:**

- 2.1 Provide advice and assistance throughout the entire construction process as the VILLAGE's representative.
- 2.2 Review and provide advice and assistance monitoring the development and maintenance of construction schedules by the Contractor(s), and assist Project Engineers in maintaining and updating the overall project schedule as necessary.
- 2.3 Attend weekly Project meetings, and if necessary, special meetings with the Contractor(s) and other appropriate project representatives to provide advice and assistance addressing any resident or business owner concerns, or upcoming public events requiring specific project staging in order to maintain the construction process.
- 2.4 Review and provide advice and assistance for all Requests for Information (RFI) from the Contractor(s) for timely response.
- 2.5 That they will review and provide advice and assistance in tracking and verifying all necessary manufacturers' and certifications of materials.
- 2.6 Review and provide advice and assistance monitoring all supplemental instructions and directives for potential impact on the Project budget and schedule.
- 2.7 Review all invoices and applications for payment from the Contractor(s).
- 2.8 Provide a monthly written report that summarizes the status of all Projects' costs and schedule. Report may be orally presented to the Village Council by CONSULTANT SRE.
- 2.9 Review and provide advice and assistance for change proposals submitted by the Contractor(s) for appropriateness and accuracy and recommend acceptance and or payment of such changes to the VILLAGE.
- 2.10 Monitor the review and response of the submission of shop drawings and product samples by the Contractor(s) for timeliness and appropriateness.
- 2.11 Review and provide advice and assistance for construction punch lists for the Project. Monitor implementation and completion of all punch list items.

- 2.12 Review and provide advice and assistance for recording Project records (a.k.a. documentation) on a weekly basis throughout the construction process to ensure up to date documentation of Project. If documentation is more than one (1) week behind, a written notice (e-mail or hand written) shall be delivered to the VILLAGE at the time of the occurrence.
- 2.13 Provide advice and assistance in resolving construction issues, claims, and disputes prior to engagement of the VILLAGE (excluding legal advice and arbitration and litigation support).
- 2.14 Provide advice and assistance in recommending appropriate levels of contingency to carry during all phases of the Project.
- 2.15 Review digital photo documentation of Project Engineers. Project photos should be taken on a weekly basis for inclusion in VILLAGE communications.
- 2.16 Provide advice and assistance in monitoring the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work.
- 2.17 Review and provide advice and assistance for scheduling and coordinating the professional services of the Geotechnical Engineer and/or testing laboratories required for the project.
- 2.18 Keep the VILLAGE informed of construction progress and budget status during weekly project manager meetings. Estimates will be issued monthly.

### **3. Post-Construction Phase:**

- 3.1 Provide advice and assistance in managing the close-out of the construction contract; punch list completion and receipt and documentation of all final lien waivers and other close-out documents, such as record drawings.
- 3.2 Review and provide advice and assistance in closing out Project accounting and provide the final status of the Project budget to VILLAGE.

## **II. Deliverables**

### **4. General, Format and Quantity, and Final Turnover**

#### 4.1 General

- A. The CONSULTANT SRE shall be required to submit, on a regular basis or from time to time, depending on the particular project related issue, certain statements, reports, evaluations, opinions or other similar submissions as a part of CONSULTANT SRE services and responsibilities as delineated herein and as required as a result of subsequent procedures developed in conjunction with the VILLAGE covered under the agreement for CONSULTANT SRE services with the VILLAGE.



- B. All items submitted by the CONSULTANT SRE to the VILLAGE as part of the services on behalf of the VILLAGE shall become the sole property of the VILLAGE.

#### 4.2 Format and Quantity

- A. The CONSULTANT SRE shall produce all deliverables compatible with, at minimum, Microsoft Office products including Microsoft Word, Excel, Power Point, and Access 2002, Microsoft Project 2000, and AutoCAD 2007.
- B. Unless otherwise agreed to in advance by the VILLAGE, and excluding drawings, plans, diagrams, samples and similar items, all deliverables shall be in an 8 ½ x 11, portrait format. Landscape format can be used to facilitate a more clear presentation of the information at the CONSULTANT SRE's discretion.
- C. Documents originally produced in or provided to the CONSULTANT SRE in a legal, 8 ½ x 14 format, need not be further reduced or modified.
- D. Larger exhibits should, if possible, be provided in an 8 ½ x 11 format by employing a tri-folded 11 x 17 format insert.
- E. Larger drawings, plans, diagrams or similar items should be provided at a 50% reduction to the extent practical.
- F. All plans, drawings, diagrams and similar items shall be delineated at a commonly recognized and used engineering scale and shall include north orientation, if applicable, as well as the drawn scale in both a written and graphic form.
- G. Unless otherwise specified, the CONSULTANT SRE shall provide a bi-weekly report of Projects to the VILLAGE.

#### 4.3 Final Turnover of CONSULTANT SRE's Documents

- A. In addition to properly and chronologically organized hard copies of all project documentation, the CONSULTANT SRE shall provide to the VILLAGE an electronic digital version of all deliverables compatible with, at a minimum, Microsoft Word, Excel, Power Point, and Access 2002, Microsoft Project 2000, and AutoCAD 2007.





# Village of Downers Grove Contractor Evaluation

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Contractor: HLR (Hampton, Lenzini and Renwick, Inc.)

Project: 55<sup>th</sup>/Maple Watermain Replacement Project, WA006

Primary Contact: Douglas Paulus & Donald Ryba Phone: 847-697-6700

Time Period: August 2008 till May 2009

On Schedule (allowing for uncontrollable circumstances)     yes     no

Provide details if early or late completion: Two-thirds of project primarily completed at the time of this review.

Change Orders (attach information if needed): A Change Order may be needed due to extended project duration, due to circumstances not related to the performance of this consultant.

Difficulties / Positives: Consultant worked well to monitor execution of designed plan.

Interaction with public: Very Positive

excellent     good     average     poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work: (borderline just above well satisfied)

Well Satisfied     Satisfied     Not Satisfied

Should the Village contract with this vendor in the future?     Yes     No

Reviewers: Dan Grecco, Project Engineer

Date: January 7, 2009



# Village of Downers Grove Contractor Evaluation

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Contractor: V3 Companies of Illinois

Project: Carpenter Street Improvements Project, SW-27/WA-008

Primary Contacts: Tom Valaitis (a.k.a. Project Manager)  
Peter Sathissarat (a.k.a. Resident Engineer)  
Phone: 630-729-6164

Time Period: June 2008 through October 2008

On Schedule:  yes  no

Provide details if early or late completion: Project completed by contract completion date.

Change Orders (attach information if needed): There were no change orders to the consultants contract. The consultant was paid 85% of total contract amount.

Difficulties / Positives:

- The consultant was consistently responsive and timely to staff and resident needs and concerns in a caring, personal and friendly manner.
- Used common sense and provided alternative cost saving solutions for unforeseen project related situations.
- Fulfilled majority of the requirements of contract agreement.

Interaction with public:

excellent  good  average  poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied  Satisfied  Not Satisfied

Should the Village contract with this vendor in the future?  Yes  No

Reviewers: Jim Tock, Project Engineer

Date: January 7, 2009