

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

SUBJECT:	TYPE:	SUBMITTED BY:
Resident Engineering Services: Washington Park (SW-042) and McCullum Park (SW-034) projects	✓ Resolution Ordinance Motion Discussion Only	Michael D. Millette Asst. Director of Public Works

**SYNOPSIS**

Resolutions have been prepared to award contracts to perform Resident Engineering Services to V3 Companies of Illinois (V3) in the amount of \$236,796.00 for the Washington Park Stormwater Management project (SW-042) and to Hampton, Lenzini and Renwick, Inc. (HLR) in the amount of \$189,968.00 for the McCollum Park Stormwater Management project (SW-034).

**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 \$360,000 in the Stormwater Fund for Resident Engineering Services associated with stormwater projects. The aggregate amount of the two contracts is \$426,764, exceeding the budget by \$66,764. There should be sufficient funds in the Stormwater Fund to cover the remaining balance of the contracts.

**RECOMMENDATION**

Approval on the January 20, 2009 active agenda.

**BACKGROUND**

The responsibilities of a Resident Engineers are similar to those of an owner's representative. In essence, Resident Engineers oversee the day-to-day operations on-site including interaction with Village residents and business owners, monitoring the contractor's activities, verifying materials used. In addition, Resident Engineers also review payment requests for the projects.

These two projects consist of installing dry-bottom detention basins in Washington and McCollum Parks. They will be the largest projects undertaken thus far as part of the Watershed Infrastructure Improvement Plan with construction budgets of \$2,500,000 and \$1,250,000 respectively. Both will include extensive public interaction and coordination with our partner agency, the Downers Grove Park District.

To meet these needs, staff recommends that the two firms recommended to perform SRE services guide these projects as well. 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. Each firm is proposing the same resident engineer for the referenced projects.

**ATTACHMENTS**

Resolutions  
V3 contract  
HLR contract  
Contractor evaluation forms

**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 Senior Resident Engineering Services for the McCollum Park Stormwater Management Project (SW-034) in the amount of \$189,968.00, 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 Resident Engineer services related to the McCollum Park Stormwater Management project; 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 Resident Engineer.

### **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 Cost Estimate of Consultant Services dated 12/19/08. 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 \$189,968.00. This amount was based upon the services listed in the attached Cost Estimate of Consultant Services dated 12/19/08. 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 12/19/08 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 Services-Phase III Resident Engineer, 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: Day Paulus

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

Title: vice-president

Title: **Village Manager**

Date: 11/6/2009

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 Resident Engineer services related to McCollum Park Stormwater Management project

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.

HAMPTON, LENZINI & RENWICK, INC  
380 SHEPARD DRIVE, INC.  
ELGIN, IL 60120  
2010

By: *Diane Lukas*  
Consultant's Authorized Agent

-         
FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this

or \_\_\_\_\_

6 day of January, 2009.

NAME

*Barbara J 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.

*Diane Lukas*  
Signature

DIANE LUKAS  
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

# COST ESTIMATE OF CONSULTANT SERVICES

Project Name: **McCullum Park Stormwater - Phase 3 Construction Engineering**

Date: **12/19/08**

Firm: \_\_\_\_\_

Overhead Rate: \_\_\_\_\_

Bid Authorized By: \_\_\_\_\_

Complexity Factor: **0**

Signature \_\_\_\_\_

**SCOPE OF SERVICES:**

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	HOURLY RATES (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	COORDINATION								
	E9	100	4,800.00	13,440.00		48.00		<b>13,440.00</b>	7.07%
	CONSTRUCTION ENGINEERING SERVICES								
	E6	1230	47,970.00	134,316.00		39.00		<b>134,316.00</b>	70.70%
	CLERICAL								
	C2	60	1,503.00	4,208.40		25.05		<b>4,208.40</b>	2.22%
	PRECONSTRUCTION MEETING								
	E9	6	288.00	806.40		48.00		<b>806.40</b>	0.42%
	E6	6	234.00	655.20		39.00		<b>655.20</b>	0.34%
	LIABILITY INSURANCE UPGRADE				3,000.00			<b>3,000.00</b>	1.58%
	PRECONSTRUCTION SERVICES								
	E6	80	3,120.00	8,736.00		39.00		<b>8,775.00</b>	4.62%
	CONSTRUCTION STAKING								
	T7	120	4,110.00	11,508.00		34.25		<b>11,542.25</b>	6.08%
	E1	120	2,610.00	7,308.00		21.75		<b>7,329.75</b>	3.86%
	VEHICLE				5,895.00			<b>5,895.00</b>	3.10%
	<b>TOTAL</b>	<b>1722</b>	<b>64,635.00</b>	<b>180,978.00</b>	<b>8,895.00</b>	<b>294.05</b>		<b>189,968.00</b>	<b>100.00%</b>

### SCOPE OF SERVICES – PHASE III RESIDENT ENGINEER

Provide, to the satisfaction of the Village, qualified personnel to adequately perform the requirements stated herein. The prospective RE shall have particular expertise in Phase III services including construction administration and construction management services.

- A. The RE will act as the primary agent and representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved project budget and schedule. Prepare Detailed Work Plans.
- B. The RE will be responsible for assisting the Village with advising on and assisting with coordination of three primary phases including:
  - 1) Pre-construction
  - 2) Construction
  - 3) Post Construction/Project Closeout

For each project, the RE shall develop a detailed plan that includes the consultant's budget for each of the three primary phases and their associated task.

- C. The RE shall establish and implement procedures for, and maintain coordination of activities and communication on behalf of the Village and between the Village, the Engineer, Geotechnical Engineer, and the Contractor.

#### **Pre-construction Services**

Ascertain the standard practices of the Village and become familiar 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 for the construction project and approved changes thereto.

1. Respond to Bidder's Questions: Prepare responses to bidder's questions. The level of effort assumes there will be up to 15 questions that require written responses.
2. Prepare Bid Addenda (Addenda Form provided by Village): Prepare bid document addenda to clarify the bid documents or respond to bidders' questions.
3. Evaluate Bids for Technical Conformance: Review the bids of the apparent low bidder and the next two apparent low bidders for conformance to the technical requirements of the bid documents. Summarize the results of this review in a letter to the Village within 2 days of the bid opening.

4. Prepare Conformed Bid Documents: Prior to the Village's issuance of a Notice to Proceed for the work, the RE shall conform the drawings and specifications to include all modifications to the documents that were included in any addenda issued to bidders. The Village will print copies as necessary for use by the construction contractor and the Village.
5. Prepare project files, Quantity and IDR Books: The RE will prepare project files approved by the Village Engineer utilizing Village forms or IDOT forms as may be required, and make copies of Pay Request and Change Order Forms, and Quantity Book and IDR templates.
6. Related Planning Items: Including services, managing the services, keeping the Village informed of progress, issues, and invoicing.

**Note:** The consultant shall provide a proposed schedule through the closeout phase to include numbers of personnel and numbers of hours by individual that are proposed to be dedicated to the project and during what time periods. It is expected that at least one qualified RE shall be on site monitoring activities from notice to proceed to substantial completion. 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 Consultants may identify a proposed site visit schedule to address these conditions and cost effectiveness.

7. Prepare Change Management Plan: All scopes involve some level of change as a project proceeds. A change management plan is a system of documenting issues and agreements that may deviate from the original scope of services. For each project, a simple spreadsheet-based decision log will be utilized to document decisions affecting the services. Any changes in scope and budget will be agreed to in writing before RE proceeds with the change.
8. Prepare Status Reports and Pay Estimates: Keep the Village informed of the construction progress and budget status during monthly project manager meetings. Estimates will be issued monthly.

#### **Construction Services**

This task includes providing RE services during construction, including those tasks listed below. The RE is required to provide on-site resident engineering services as explicitly specified below.

1. Provide on-site representation to accurately document and record by measure and/or computation, all quantities of materials used on the construction project in accordance with the specifications and standard practice of the Village recorded in a Quantity Book (provided by Village). Records of such measurements and computations shall include construction surveys,

construction layout and staking measurements, preparing and submitting daily inspection reports (provided by Village), and quality control reporting throughout the entire construction process as the Village's representative. The aforementioned items will be kept in permanent form and become part of the construction project records.

**Note:** The Village's Project Manager will make available the necessary plans, specifications, copy of the contract, and other guides and instructions to permit the RE to accomplish their prescribed duties to the same standards required of the Village's own forces.

2. **Construction Schedule:** Monitor the development and maintenance of the construction schedule by the Contractor, and maintain and update the overall project schedule as necessary.
3. **Weekly Meetings:** Conduct regular weekly meetings with the Contractor and other appropriate project team members including, without limitation, the Village's Project Manager, to coordinate and maintain the construction process.
4. **RFP's (Requests for Information):** Review and coordinate all RFI's from the Contractor for timely response. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule.
5. **Pay Requests:** Generate all applications for payment (provided by Village), performing all necessary computations.
6. **Reports:** Provide a monthly update report (1-2 Pages) to the Village that summarizes the status of the Project costs and schedule.
7. **Change Orders:** Review changes orders submitted by the Contractor(s) for appropriateness and accuracy for signature by the RE and recommend acceptance and/or payment of such changes to the Village.
8. **Submittals:** Review contractor submittals for conformance to the contract documents and make recommendation to accept, accept as noted, reject, or resubmit.
9. **Punch Lists:** Develop with the Village's Project Manager and Contractor construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.
10. **Project Diary:** Document and maintain all project records either electronically or by hand throughout the construction process in a Project Diary.

11. Advice and Assistance: Provide advice and assistance to the Village in resolving construction issues, claims, and disputes prior to the engagement of legal counsel (excluding legal advice).
12. Respond to Contractor Questions: Prepare responses to the contractor on behalf of the Village when a RFI is submitted to the RE. The RE shall log, respond, and maintain a file for each RFI response.
13. Prepare Design Clarifications: When, in the judgment of the Village, the intent of the design requires clarification, the RE shall prepare sketches and/or written statements to clarify such intent.
14. Prepare Request for Change (RFC): For changes to the contract documents necessary because of unforeseen conditions, changes requested by the Village or changes necessary to incorporate a feature of the design, the RE shall prepare drawings, sketches and/or specifications for the change in a RFC format selected by the Village. The RFC will be sent to the Contractor for preparation of a change order proposal.

The RE shall then assist the Village in review of the Contractor's proposal and provide a recommendation.

15. Testing: RE shall schedule geotechnical and material testing services with the Village's material testing consultant for tracking and obtaining all necessary certifications of materials used in the work.

**Note:** Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the Village and no variation will be permitted except upon written order of the Village. The Village will require qualified QC/QA engineers and inspectors to be on the project site upon request by the Proposer, so that adequate sampling for inspection and testing can be performed in a timely manner on each contract item to determine acceptance of the work in compliance with the contract plans and specifications and the standard practices of the Village.

16. Record Drawings (a.k.a. as-builts): Prepare record drawings for all construction work completed by the Contractor until completion of the project and any other miscellaneous functions necessary for properly administering the contract documents. Record drawings shall be submitted to Village in AutoCAD 2007 format and shall be reviewed and approved by the Village.

**Note:** All records shall be submitted to the Village's Project Manager and become the property of the Village. All measurements, records, record drawings and final pay estimate calculations are due not later than four weeks after completion of construction.



17. **Equipment, Transportation and Communication:** Furnish and possess on site all necessary field survey equipment (i.e. tripod, level, grade rod, 100' tape, etc.) required for inspection of the Contractor's work. Furnish own mode of transportation to and from project sites. Furnish own communication facilities (i.e. cell phones and/or two-way radios) and any safety equipment as required by the Village. These items will be considered "tools of the trade" and no additional compensation will be made them.

18. **Field Office:** Unless provided for in the Contract Documents, provide, at own expense, an Engineer's field office, if necessary.

#### **Post Construction/Project Close-out Services**

This task includes assisting the Village during the project close-out process by providing the following services:

1. **Contract Documents:** Manage the close-out of the Project; punch list completion and receipt and documentation of all final Lien waivers and other close-out documents, such as record drawings.
2. **Project Accounting:** Close-out the Project accounting and provide the final status of the Project budget.
3. **Project File Box:** Obtain on behalf of Village, and turn over to Village's Project Manager, plans, specifications, letters of acceptance, and all documentation pertaining to the Project, neatly organized in new, legal size, heavy duty, quality, dustproof Banker's Box(es).

#### **Deliverables**

The RE shall be required to submit, on a regular basis or from time to time, depending on the particular project, certain statements, reports, evaluations, opinions or other similar submissions as a part of RE 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 RE services with the Village.

All items submitted by the RE to the Village as part of the services on behalf of the Village shall become the sole property of the Village.

#### **Format and Quantity**

The RE shall produce all deliverables compatible with, at minimum, Microsoft Office products including Microsoft Word, Excel, Project 2000, and AutoCAD 2007.

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 1/2 x

11 portrait format. Landscape format can be used to facilitate a more clear presentation of the information at the RE's discretion.

Documents originally produced in or provided to the RE in a legal, 8 ½ x 14 format need not be further reduced or modified. Larger exhibits should, if possible, be provided in an 8 ½ x 11 format by employing a tri-folded 11 x 17 format insert.

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.

#### **Digital Photo Documentation**

In addition to read-only compact discs of photo documentation, two sets of comprehensive project photo documentation submitted in support of observation reports, weekly status meetings, monthly status reports or other shall be provided in three-ring binders and annotated appropriately.

#### **FINAL TURNOVER OF RE's DOCUMENTS**

In addition to properly and chronologically organized hard copies of all contract administration documentation, the RE shall provide an electronic/digital version of all deliverables provided to the Village.

In addition to the hard-copy submissions, the Resident Engineer shall submit two (2) sets of read only compact disk(s) with all executed and received deliverables compatible with, at a minimum, Microsoft Word, Excel, , Microsoft Project 2000, and AutoCAD 2007.

**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 Senior Resident Engineering Services for the Washington Park Stormwater Management Project (SW-042) in the amount of \$236,796.00, 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 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 Resident Engineer services related to the Washington Park Drainage Improvements project; 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 Resident Engineer.

### **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. 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 \$236,796.00. 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 attached Scope of Services-Phase III Resident Engineer, the terms herein shall prevail.

**S. Campaign Disclosure**

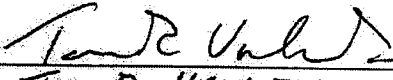
1. Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
2. The Campaign Disclosure Certificate is required pursuant to 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. VALAITIS

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

Title: CONSTRUCTION DIVISION DIRECTOR

Title: Village Manager

Date: 1/6/09

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

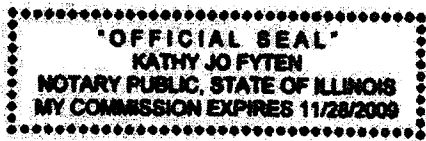
### CONSULTANT'S CERTIFICATION

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

Phase III Resident Engineering Services for Washington Park Drainage Improvements project

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

□ 36-3050940 □  
FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this

6 day of January, 2009.

[Signature]  
Notary Public

or Kathy Jo Fyten  
NAME

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]  
Signature

Tom R. Valaitis  
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:

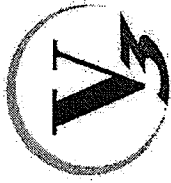
Name of Contributor: \_\_\_\_\_  
(company or individual)

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

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

\_\_\_\_\_  
Signature

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



Phase III Resident Engineer Services for Washington Park  
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	2/28/2009	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	11/7/2009	12/5/2009	1/2/2010				
Field Reviews	Peter Sathissarat, P.E.	\$98.15	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	\$3,533.40	
On-site Observation	Peter Sathissarat, P.E.	\$98.15	0	0	60	88	102	110	110	110	110	102	102	90	50	0	0	932	\$91,479.80	
Documentation	Peter Sathissarat, P.E.	\$98.15	20	42	20	36	36	48	48	48	48	36	36	30	30	30	0	466	\$46,737.90	
Public Relations	Peter Sathissarat, P.E.	\$98.15	10	30	50	50	50	50	50	50	50	50	50	50	30	10	0	510	\$50,056.50	
Meetings	Peter Sathissarat, P.E.	\$98.15	4	8	12	12	12	12	12	12	12	12	12	10	10	0	0	128	\$12,563.20	
RFIs	Peter Sathissarat, P.E.	\$98.15	30	40	18	0	0	0	0	0	0	0	0	0	0	0	0	88	\$8,637.20	
Sub-total			80	140	160	180	200	220	220	220	220	200	200	160	120	40	0	2160	\$212,004.00	
OA	Tom Valialis, P.E.	\$215.60	0	0	0	4	8	8	8	8	8	8	8	4	0	0	0	56	\$12,073.60	
Survey Services	Richard Buck	\$79.49	0	0	40	60	0	0	0	0	0	0	0	0	0	0	0	160	\$12,718.40	
Sub-Total			90	160	220	284	268	288	288	348	288	268	268	204	140	50	0	2726	\$236,796.00	

Total Estimate: \$236,796.00

## **SCOPE OF SERVICES – PHASE III RESIDENT ENGINEER**

Provide, to the satisfaction of the Village, qualified personnel to adequately perform the requirements stated herein. The prospective RE shall have particular expertise in Phase III services including construction administration and construction management services.

- A. The RE will act as the primary agent and representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved project budget and schedule. Prepare Detailed Work Plans.
- B. The RE will be responsible for assisting the Village with advising on and assisting with coordination of three primary phases including:
  - 1) Pre-construction
  - 2) Construction
  - 3) Post Construction/Project Closeout

For each project, the RE shall develop a detailed plan that includes the consultant's budget for each of the three primary phases and their associated task.

- C. The RE shall establish and implement procedures for, and maintain coordination of activities and communication on behalf of the Village and between the Village, the Engineer, Geotechnical Engineer, and the Contractor.

### **Pre-construction Services**

Ascertain the standard practices of the Village and become familiar 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 for the construction project and approved changes thereto.

- 1. Respond to Bidder's Questions: Prepare responses to bidder's questions. The level of effort assumes there will be up to 15 questions that require written responses.
- 2. Prepare Bid Addenda (Addenda Form provided by Village): Prepare bid document addenda to clarify the bid documents or respond to bidders' questions.
- 3. Evaluate Bids for Technical Conformance: Review the bids of the apparent low bidder and the next two apparent low bidders for conformance to the technical requirements of the bid documents. Summarize the results of this review in a letter to the Village within 2 days of the bid opening.

4. **Prepare Conformed Bid Documents:** Prior to the Village's issuance of a Notice to Proceed for the work, the RE shall conform the drawings and specifications to include all modifications to the documents that were included in any addenda issued to bidders. The Village will print copies as necessary for use by the construction contractor and the Village.
5. **Prepare project files, Quantity and IDR Books:** The RE will prepare project files approved by the Village Engineer utilizing Village forms or IDOT forms as may be required, and make copies of Pay Request and Change Order Forms, and Quantity Book and IDR templates.
6. **Related Planning Items:** Including services, managing the services, keeping the Village informed of progress, issues, and invoicing.

**Note:** The consultant shall provide a proposed schedule through the closeout phase to include numbers of personnel and numbers of hours by individual that are proposed to be dedicated to the project and during what time periods. It is expected that at least one qualified RE shall be on site monitoring activities from notice to proceed to substantial completion. 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 Consultants may identify a proposed site visit schedule to address these conditions and cost effectiveness.

7. **Prepare Change Management Plan:** All scopes involve some level of change as a project proceeds. A change management plan is a system of documenting issues and agreements that may deviate from the original scope of services. For each project, a simple spreadsheet-based decision log will be utilized to document decisions affecting the services. Any changes in scope and budget will be agreed to in writing before RE proceeds with the change.
8. **Prepare Status Reports and Pay Estimates:** Keep the Village informed of the construction progress and budget status during monthly project manager meetings. Estimates will be issued monthly.

#### **Construction Services**

This task includes providing RE services during construction, including those tasks listed below. The RE is required to provide on-site resident engineering services as explicitly specified below.

1. Provide on-site representation to accurately document and record by measure and/or computation, all quantities of materials used on the construction project in accordance with the specifications and standard practice of the Village recorded in a Quantity Book (provided by Village). Records of such measurements and computations shall include construction surveys,

construction layout and staking measurements, preparing and submitting daily inspection reports (provided by Village), and quality control reporting throughout the entire construction process as the Village's representative. The aforementioned items will be kept in permanent form and become part of the construction project records.

**Note:** The Village's Project Manager will make available the necessary plans, specifications, copy of the contract, and other guides and instructions to permit the RE to accomplish their prescribed duties to the same standards required of the Village's own forces.

2. **Construction Schedule:** Monitor the development and maintenance of the construction schedule by the Contractor, and maintain and update the overall project schedule as necessary.
3. **Weekly Meetings:** Conduct regular weekly meetings with the Contractor and other appropriate project team members including, without limitation, the Village's Project Manager, to coordinate and maintain the construction process.
4. **RFI's (Requests for Information):** Review and coordinate all RFI's from the Contractor for timely response. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule.
5. **Pay Requests:** Generate all applications for payment (provided by Village), performing all necessary computations.
6. **Reports:** Provide a monthly update report (1-2 Pages) to the Village that summarizes the status of the Project costs and schedule.
7. **Change Orders:** Review changes orders submitted by the Contractor(s) for appropriateness and accuracy for signature by the RE and recommend acceptance and/or payment of such changes to the Village.
8. **Submittals:** Review contractor submittals for conformance to the contract documents and make recommendation to accept, accept as noted, reject, or resubmit.
9. **Punch Lists:** Develop with the Village's Project Manager and Contractor construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.
10. **Project Diary:** Document and maintain all project records either electronically or by hand throughout the construction process in a Project Diary.



11. Advice and Assistance: Provide advice and assistance to the Village in resolving construction issues, claims, and disputes prior to the engagement of legal counsel (excluding legal advice).
12. Respond to Contractor Questions: Prepare responses to the contractor on behalf of the Village when a RFI is submitted to the RE. The RE shall log, respond, and maintain a file for each RFI response.
13. Prepare Design Clarifications: When, in the judgment of the Village, the intent of the design requires clarification, the RE shall prepare sketches and/or written statements to clarify such intent.
14. Prepare Request for Change (RFC): For changes to the contract documents necessary because of unforeseen conditions, changes requested by the Village or changes necessary to incorporate a feature of the design, the RE shall prepare drawings, sketches and/or specifications for the change in a RFC format selected by the Village. The RFC will be sent to the Contractor for preparation of a change order proposal.

The RE shall then assist the Village in review of the Contractor's proposal and provide a recommendation.

15. Testing: RE shall schedule geotechnical and material testing services with the Village's material testing consultant for tracking and obtaining all necessary certifications of materials used in the work.

**Note:** Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the Village and no variation will be permitted except upon written order of the Village. The Village will require qualified QC/QA engineers and inspectors to be on the project site upon request by the Proposer, so that adequate sampling for inspection and testing can be performed in a timely manner on each contract item to determine acceptance of the work in compliance with the contract plans and specifications and the standard practices of the Village.

16. Record Drawings (a.k.a. as-builts): Prepare record drawings for all construction work completed by the Contractor until completion of the project and any other miscellaneous functions necessary for properly administering the contract documents. Record drawings shall be submitted to Village in AutoCAD 2007 format and shall be reviewed and approved by the Village.

**Note:** All records shall be submitted to the Village's Project Manager and become the property of the Village. All measurements, records, record drawings and final pay estimate calculations are due not later than four weeks after completion of construction.

17. Equipment, Transportation and Communication: Furnish and possess on site, all necessary field survey equipment (i.e. tripod, level, grade rod, 100' tape, etc.) required for inspection of the Contractor's work. Furnish own mode of transportation to and from project sites. Furnish own communication facilities (i.e. cell phones and/or two-way radios) and any safety equipment as required by the Village. These items will be considered "tools of the trade" and no additional compensation will be made them.
18. Field Office: Unless provided for in the Contract Documents, provide, at own expense, an Engineer's field office, if necessary.

#### **Post Construction/Project Close-out Services**

This task includes assisting the Village during the project close-out process by providing the following services:

1. Contract Documents: Manage the close-out of the Project; punch list completion and receipt and documentation of all final lien waivers and other close-out documents, such as record drawings.
2. Project Accounting: Close-out the Project accounting and provide the final status of the Project budget.
3. Project File Box: Obtain on behalf of Village, and turn over to Village's Project Manager, plans, specifications, letters of acceptance, and all documentation pertaining to the Project, neatly organized in new, legal size, heavy duty, quality, dustproof Banker's Box(es).

#### **Deliverables**

The RE shall be required to submit, on a regular basis or from time to time, depending on the particular project, certain statements, reports, evaluations, opinions or other similar submissions as a part of RE 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 RE services with the Village.

All items submitted by the RE to the Village as part of the services on behalf of the Village shall become the sole property of the Village.

#### **Format and Quantity**

The RE shall produce all deliverables compatible with, at minimum, Microsoft Office products including Microsoft Word, Excel, Project 2000, and AutoCAD 2007.

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 RE's discretion.

Documents originally produced in or provided to the RE in a legal, 8 ½ x 14 format need not be further reduced or modified. Larger exhibits should, if possible, be provided in an 8 ½ x 11 format by employing a tri-folded 11 x 17 format insert.

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.

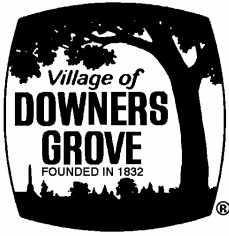
#### **Digital Photo Documentation**

In addition to read-only compact discs of photo documentation, two sets of comprehensive project photo documentation submitted in support of observation reports, weekly status meetings, monthly status reports or other shall be provided in three-ring binders and annotated appropriately.

#### **FINAL TURNOVER OF RE'S DOCUMENTS**

In addition to properly and chronologically organized hard copies of all contract administration documentation, the RE shall provide an electronic/digital version of all deliverables provided to the Village.

In addition to the hard-copy submissions, the Resident Engineer shall submit two (2) sets of read only compact disk(s) with all executed and received deliverables compatible with, at a minimum, Microsoft Word, Excel, , 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)

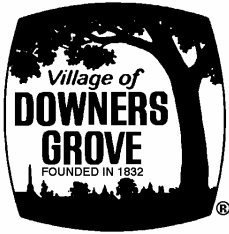
General Level of Satisfaction with work: (borderline just above well satisfied)

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