

VILLAGE OF DOWNERS GROVE
Report for the Village

7/5/2022

SUBJECT:	SUBMITTED BY:
Contract Amendment – Parking Deck Maintenance Design and Construction Engineering Services	Andy Sikich Public Works Director

SYNOPSIS

A resolution has been prepared authorizing an amendment to a professional services contract with Walker Consultants, of Hoffman Estates, IL, for design and construction engineering related to maintenance improvements to the downtown parking deck, in an amount not to exceed \$16,800, which includes a 20% contingency.

STRATEGIC PLAN ALIGNMENT

The goals for 2021 to 2023 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY22 Parking Fund budget includes \$260,000 for parking deck maintenance.

RECOMMENDATION

Approval on the July 5, 2022 Consent Agenda.

BACKGROUND

A Request for Qualifications (RFQ) for parking deck consulting firms was advertised on November 17, 2021 and five firms responded. Staff determined that Walker Consultants had the best combination of staff experience and project approach. In February 2022, the Village entered into a contract with Walker Consultants in the amount of \$7,900, to develop a detailed condition assessment and five-year maintenance plan for the parking deck.

Walker Consultants completed the condition assessment, which identified several maintenance needs to be addressed in 2022. Engineering services are now required to develop a bid package and perform construction observation of the work to be performed this year. Walker Consultants is in the best position to perform the design and construction observation services based upon their work on the condition assessment, which they completed on time and on budget. This amendment will bring the new total contract not-to-exceed amount to \$24,700.

ATTACHMENTS

Resolution
Contract Amendment Documents

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND WALKER CONSULTANTS**

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 Amendment (the "Agreement"), between the Village of Downers Grove (the "Village") and Walker Consultants (the "Consultant"), for engineering services related to maintenance improvements to the downtown parking deck, 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

**AMENDMENT TO THE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
WALKER CONSULTANTS**

The Village of Downers Grove, Illinois (the "Village") and Walker Consultants ("Consultant") entered into an Agreement for Consultant to provide engineering services related to the Village's existing parking structure on or about February 24, 2022. The parties desire to amend that Agreement in accordance with the following terms:

1. **Section I "Scope of Work"** shall be amended by adding services for preparation of bid documents and observation of construction as more fully described in Consultant's Proposal dated May 27, 2022, attached hereto as Exhibit A.
2. **Section III.A. "Basic Fees"** shall be amended as follows: Fees for these additional services shall not exceed \$16,800.00, which includes a 20% contingency.
3. All other terms from the February 24, 2022 Agreement remain in full force and effect.

VILLAGE OF DOWNERS GROVE

Village Manager

Date: _____

WALKER CONSULTANTS


Diego Romero

Date: 06/15/2022



2895 Greenspoint Parkway, Suite 600
Hoffman Estates, IL 60169
847.697.2640 walkerconsultants.com

May 27, 2022

Mr. Mike Tuman, PE, PTOE
Transportation Manager
Village of Downers Grove
5105 Walnut Avenue
Downers Grove, IL 60515

Re: *Proposal for 2022 Maintenance Repair Program
Village of Downers Grove Parking Structure
Downers Grove, Illinois*

Dear Mr. Tuman:

At your request, we are pleased to submit this proposal for professional engineering services related to preparation of bid documents and observation during construction associated with the maintenance repairs to the Downers Grove Parking Structure.

Walker Consultants has a staff of more than 75 engineers and technicians nationwide that specializes in the restoration of parking structures, plazas, stadiums, building façades, and specialty concrete structures. Major services provided to our clients include condition assessments, structure evaluations, building code compliance review, lifecycle cost analyses, repair design, and construction administration services. We pride ourselves in having provided clients with creative and practical solutions on over 1,500 major restoration projects. Our proven commitment to meeting clients' needs has resulted in over 85% of our work being received from repeat clients. We look forward to this opportunity of working with you again.

Project Background

In May 2022, Walker performed a Condition Assessment of the parking structure and issued a report with our findings and recommendations. The report recommended budgeting approximately \$115,000 for repairs in 2022. This proposal is for engineering services associated with the specific scope of repairs recommended in our report for the parking structure.



Scope of Services

Phase II – Construction Document Preparation

1. Prepare Construction Documents to implement the repairs identified during our condition assessment report. We anticipate designing repair details and/or work item descriptions, as well as, preparing Construction Specifications for the following repair items that are listed as follows:
 - a. 5 separate repair items for partial depth Concrete Repairs: Floors, ceilings, columns, walls, and grout pockets.
 - b. Repair damaged bumper walls, one on the second level and one on the fourth level.
 - c. 7 separate repair items for Waterproofing Repairs: Replacement of construction, cove, vertical, rout and seal slab cracks, replacement of existing crack sealant, installation of a traffic bearing waterproofing membrane at construction joints, and application of an elastomeric coating on columns on the top level.
 - d. 9 separate repair items for the Miscellaneous Maintenance Repairs: Pressure wash slab-on-grade, clean drain lines and piping, replacement of isolated sprinkler line piping, replace broken drain grates, installation of door sweeps, replacement of door hardware, replacement of wall counterflashing, clean and paint doors and frames and to clean and paint bollards.
2. The Construction Documents will consist of drawings, details, and technical specifications. This set of drawings will contain a General Notes sheet that will list the required material specifications, plan view sheets, section cuts, and restoration detail sheets, as required, for the repairs listed above. The technical specifications will provide detailed information on each of the work items and materials to be used in the repairs. The Construction Specifications will be in CSI format, modified to meet the project needs. Drawings will be in AutoCAD format.
3. Prepare Instructions to Bidders and a set of General Conditions that include site-specific instructions and special requirements with respect to minimizing disruption to the parking area.
4. Conduct a pre-bid conference at the project site to review the scope of work and to answer questions related to the Construction Documents. Issue addendum to the construction documents, as needed. (1 site visit)
5. Assist in the evaluation of the bids and selection of the winning contractor if requested.

Phase III – Engineering Services During Construction (up to 6 site visits)

1. Conduct a preconstruction conference at the site to review each work item, quality control, and phasing of the repair work to be performed with the selected Contractor. (1 site visit)
2. Review shop drawings, submittals, test results, and material sample submittals as applicable for general conformance with the intent of the design documents.
3. Review and approve (if appropriate) pay requests, change orders, and materials testing reports submitted by the Contractor and testing agency.



4. Perform part-time on-site construction observation (site visits) of repair work and furnish a field report to the Owner for each site visit performed. We anticipate that the repairs can be completed within a two to three-month construction period and have included up to four (4) site visits to observe the repairs.
5. Participate in bi-weekly or monthly project progress meetings via conference call or in person when coordinated with a site visit.
6. Coordinate with the Owner and Contractor during repair work to help resolve technical or design issues that may arise during the construction related to the scope of work.
7. Perform a punch-list walkthrough and prepare a document outlining visible items requiring correction at Substantial Completion of the project. (1 site visit)

Limitations

As stated in the above Scope of Services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

Americans with Disabilities Act

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

Schedule

We will provide a detailed design schedule upon your authorization to proceed. We suggest the following allowances for scheduling the design work and actual repairs:

Phase II – Construction Document Preparation	2 to 5 weeks
Bidding, Negotiating, and Contract Approval	2 to 4 weeks
Phase III – Construction Repairs	10 to 12 weeks

Professional Fees

Phase II services will be performed on a lump sum basis including expenses and Phase III services on an hourly fee plus expenses basis. Additional services, if required and authorized, will be provided on an hourly fee plus reimbursable expenses basis or on mutually agreed to lump sum amounts.



Proposal for 2022 Maintenance Repair Program
 Village of Downers Grove Parking Structure
 May 27, 2022

We propose to provide the professional services described in the Scope of Services as follows:

Phase	Proposed Fee	Estimated Expenses
Phase II – Construction Document Preparation (Lump Sum)	\$ 7,700.00	-----
Phase III – Engineering Services During Construction (up to 6 site visits, Hourly plus Reimbursable Expenses)	\$ 6,000.00	\$ 300.00
Total Fee Proposed	\$ 13,700.00	\$ 300.00

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, additional service consultants, and other project related expenses.

Walker is dedicated to providing our clients with engineering services that meet project requirements. To meet this goal, we are available to review this proposal with you at your convenience and adapt the work scope as deemed necessary.

We appreciate this opportunity to present our services to you and hope we may hear favorably from you.

Respectfully submitted,

WALKER CONSULTANTS

A handwritten signature in blue ink, appearing to read "John S. Morgan, III".

John S. Morgan, III
 Restoration Consultant

A handwritten signature in blue ink, appearing to read "Daniel E. Moser".

Daniel E. Moser, P.E., S.E., FPTI
 Vice President/Director of Forensics, Restoration and
 Building

JSM:DEM:cgm

Enclosures 2022 Standard Billing Rates



Proposal for 2022 Maintenance Repair Program
Village of Downers Grove Parking Structure
May 27, 2022

Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

Village of Downers Grove

Parking Structure 2022 Maintenance Repair Program

Accepted by (Signature) _____

Printed Name _____

Title _____

Date _____



2022 Standard Billing Rates for Basic Services

Senior Vice President	\$315
Vice President	\$285
Principal/Director.....	\$265
Senior Project Manager/Senior Consultant	\$255
Project Manager/Consultant.....	\$220
Senior Engineer/Senior Architect	\$215
Engineer/Architect.....	\$190
Analyst/Planner/Specialist	\$180
Assistant Project Manager/Assistant Consultant.....	\$180
Designer	\$180
Senior Technician.....	\$165
Technician.....	\$150
Senior Administrative Assistant/Business Manager.....	\$125
Administrative Assistant	\$105

Subject to annual adjustment on January 1 each year.

AGREEMENT

This Agreement is made this 24th day of February 2022, by and between Walker Consultants ("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 to provide engineering services to design the rehabilitation and maintenance of the Village's existing parking facility; and

WHEREAS, the Consultant is willing to perform these services for 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 Proposal dated January 31, 2022 and revised February 14, 2022 attached hereto and incorporated herein by reference as Exhibit B.

II. Term of Agreement

The term of this Agreement shall be until December 31, 2022 or until the services as set forth in Exhibit B have been completed, whichever shall occur first.

III. Compensation

A. Basic Fees:

Fees for these services shall not exceed Seven Thousand Nine Hundred Dollars and zero cents (\$7,900.00). Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

B. 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 (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

C. Prompt Payment Act:

The Village 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 shall review in a timely manner each bill or invoice after its receipt. If the Village 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. 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 Agreement, 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 Agreement 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 Agreement, 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 written sexual harassment policy 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 (1) 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 of a criminal drug statute conviction 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. Non-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 Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. Patriot Act Compliance

The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

H. Cooperation with FOIA Compliance

Consultant acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

I. Copyright or Patent Infringement

The Consultant agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any

equipment, systems, or services provided by the Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Standard of Care

Services performed by 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.

V. Insurance and Indemnification of the Village

A. Insurance

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 which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

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;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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;

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.

The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

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.

B. 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 under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

VI. Miscellaneous Provisions

A. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of termination. 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 termination.

B. 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.

C. 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.

D. 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.

E. Amendment

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

F. 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.

G. 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**

Walker Consultants
2895 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60169

H. Village Ordinances

The Consultant will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

I. Use of Village's Name

The Consultant is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

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

Walker Consultants

By: Diego Romero Digitally signed by Diego Romero
DN: C=US,
E=dromero@walkerconsultants.com,
O=Walker Consultants, CN=Diego Romero
Date: 2022.02.16 22:49:14-06'00'

Title: Principal / Director of Restoration

Date: 2/16/2022

Village of Downers Grove

By: 

Title: Village Manager

Date: 2/24/2022

Exhibit A Campaign Disclosure Certificate

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.

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.

By signing this Agreement, Consultant 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:

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

Diego Romero
Digitally signed by Diego Romero
DN: c=US,
e=diegromero@walkerconsultants.com,
o=Walker Consultants, CN=Diego
Romero
Date: 2022.02.16 22:50:30-0600

Signature

Diego Romero

Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



2895 Greenspoint Parkway, Suite 600
Hoffman Estates, IL 60169

847.697.2640
walkerconsultants.com

January 31, 2022
Revised February 14, 2022

Mr. Mike Tuman, PE, PTOE
Transportation Manager
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Re: Proposal for Downers Grove Parking Structure
Condition Assessment and Asset Management Plan (AMP)
Downers Grove, Illinois

Dear Mr. Tuman:

At your request, Walker Consultants is pleased to submit this proposal for professional engineering services required to perform a Condition Assessment and Asset Management Plan (AMP) for the Village of Downers Grove Parking Structure located at 5159 Mochel Drive in Downers Grove, Illinois.

Walker Consultants has a staff of more than 75 engineers and technicians nationwide that specializes in the restoration of parking structures, plazas, stadiums, building façades, and specialty concrete structures. Major services provided to our clients include condition assessments, structure evaluations, building code compliance review, lifecycle cost analyses, repair design, and construction administration services. We pride ourselves in having provided clients with creative and practical solutions on thousands of major restoration projects. Our proven commitment to meeting clients' needs has resulted in over 85% of our work being received from repeat clients.

PROJECT BACKGROUND

Constructed around 2004, the Parking Structure is a 5-level, 3-bay wide, cast-in-place, post-tensioned concrete parking structure, providing approximately 780 parking spaces. The parking structure measures approximately 280 feet in the east-west direction and approximately 190 feet in the north-south direction. Approximately \$100k worth of maintenance repairs were completed to the structure in 2017 and 2018. It is our understanding that the structure is again in need of maintenance repairs, and as a result, you would like Walker to perform an updated condition assessment of the parking structure to plan for current and future maintenance needs for the next 5 years.



Mr. Mike Tuman
Proposal for City of Downers Grove Parking Structure
Condition Assessment and Asset Management Plan
January 31, 2022
Revised February 14, 2022
Page 2

SCOPE OF SERVICES

The following is our Scope of Services:

PHASE I – CONDITION ASSESSMENT AND REPORTING

The Phase I deliverables will include a PDF report that will focus on the current condition of the structure, a program to implement needed conceptual repairs, and our opinion of probable costs for the recommended repairs.

TASK I – CONDITION ASSESSMENT

An appropriately targeted and cost-effective restoration program will be built around a sound condition assessment of the Parking Structure. A condition assessment will identify the existence, nature, and general extent of the distress in various elements of the structure. The restoration program will be developed utilizing a visual review and limited non-destructive testing methods, and the program will identify and prioritize repairs for the structure.

The work will specifically include the following:

1. Review existing drawings, specifications, and previous reports made available to us. We intend to use the existing drawings as our background drawings for our field survey.
2. Perform an assessment of the parking structure to document the physical condition of representative structural elements. This will consist of visual observation in readily accessible exterior areas with selective hammer sounding of the following representative elements:
 - a. Floors, columns, beams, walls, ceilings, and other exterior structural elements. The visual review will document representative noticeable distress such as cracks, leaks, spalls, scaling, joint deterioration, and other similar adverse conditions. In addition to documenting the nature of noticeable adverse conditions, this review will be utilized to quantify the conditions for formulating our opinion of cost.
 - b. Chain drag readily available representative portions of supported floor surfaces to detect concrete delaminations.
 - c. Visual review of representative exterior façade elements and stairs.
 - d. Visual review of exposed floor drains and exposed floor drain piping.
 - e. Visual review of the slab-on-grade level parking area.
3. Our proposal excludes the following elements: Elevators, fire suppression systems, lighting, and security controls.



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TASK II – ASSET MANAGEMENT PLAN

1. Using the information acquired in Task 1, prepare a 5-year Asset Management Plan for the parking structure. The plan will identify anticipated repair and maintenance requirements, their relative priorities, and our opinion of probable cost. This plan will assist in budgeting work and will be a tool for use in planning work in the structure over the next five years.

TASK III – REPORTING

1. Compile and analyze field examination materials to generate conceptual repair recommendations and our opinion of probable cost of recommended repairs.
2. We will notify you immediately if our observations should happen to identify items that require immediate attention to allow continued safe use of the parking structure. We will also recommend any additional evaluation, if required, based on observed deterioration.
3. Provide our report in PDF format to summarize our observations, findings, and conceptual repair recommendations for the structure. Our report will:
 - a. Identify immediate conceptual repairs/conceptual shoring areas to structural elements to maintain serviceability.
 - b. Recommend conceptual repair solutions for the identified problems and provide an opinion of probable cost.
 - c. Tabulation of the multi-year repair program, established in Task II, to illustrate a 5-year budget forecast.
 - d. Identify the need (if any) for other structural evaluation, field investigations, shoring design, and/or studies that may be required to develop or implement the restoration program.
4. Have a conference call with you to review our report, recommendations, and opinion of probable construction costs, if requested.

Following the Phase I Condition Assessment and Reporting services we will be glad to provide a separate proposal for the following additional services to implement the recommended conceptual repairs, once the type and scope of those repairs are known.

LIMITATIONS

The proposed assessment will be based on visual observations and limited testing of the existing conditions. The observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant



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repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

PROFESSIONAL ENGINEERING FEES AND EXPENSES

We propose to provide the professional services described above for a lump sum fee plus reimbursable expenses as summarized below:

PHASE	ENGINEERING FEE	ESTIMATED EXPENSES
Phase I – Condition Assessment and Reporting (Lump Sum)	\$ 7,800.00	\$ 100.00
TOTAL FEE PROPOSED	\$ 7,800.00	\$ 100.00

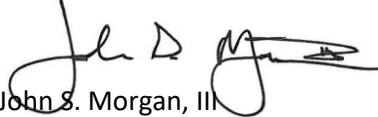
PROJECT SCHEDULE


To accomplish this goal, we are prepared to have the assessment completed within two (2) to three (3) weeks after receiving your authorization to proceed and estimate four (4) to five (5) additional weeks to complete the Condition Assessment Report.

Walker is dedicated to providing our clients with engineering services that meet project requirements. To meet this goal, we are available to review this proposal with you at your convenience and adapt the work scope as deemed necessary.

We appreciate this opportunity to be of service and look forward to working with you.

Respectfully submitted,
 Walker Consultants


 John S. Morgan, III
 Restoration Consultant


 Diego F. Romero, PhD, PE, SE
 Principal – Building Envelope, Forensics & Restoration

JSM:DFR:cgm



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AUTHORIZATION

Trusting that this proposal meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein and to confirm your authorization for us to proceed. Please return one signed copy of this agreement for our records.

VILLAGE OF DOWNERS GROVE
PARKING STRUCTURE CONDITION ASSESSMENT AND ASSET MANAGEMENT PLAN

Accepted by (Signature) _____

Printed Name _____

Title _____

Date _____