

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN
THE VILLAGE OF DOWNERS GROVE AND OWNER SERVICES GROUP, 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 Owner Services Group, Inc. (the "Consultant"), for project management services for the construction of a new fire station and administrative office building (Station #2), 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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.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 FOR PROFESSIONAL SERVICES

This Agreement is made this ___ day of _____, 2006 by and between Owner Services Group Inc. (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 to provide project management services for the construction of a new fire station and administrative office building as described in the Request for Qualification and Proposal, dated March 28, 2006, attached as *Exhibit A* and incorporated herein by reference; 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 that in addition to the prefatory language, above, the parties agree as follows:

I. Scope of Services

See Request for Proposal, dated March 28, 2006, attached as *Exhibit A*.

II. Term of Agreement

- A. This Agreement shall remain in full force and effect until all work and services required to be performed by Consultant under this Agreement are complete. The services to be rendered shall be commenced upon execution of this Agreement.

III. Compensation

A. Basic Fees:

The Village will pay the Consultant an amount not to exceed \$215,660, in accordance with the duration and times specified in the Fee Proposal, dated April 14, 2006, attached hereto and incorporated herein by reference as Exhibit B . The Village will only be billed for services actually performed. This shall include reimbursable non-direct expenses. Any additional work performed in excess of the Fee Proposal 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:

No additional compensation beyond the Not to Exceed fee is anticipated for local mileage and transportation for meeting with the Village.

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. Invoices for services shall not be submitted more often than once per month.

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.

E. Withholding:

The Village shall have the right to retain from any payment due Consultant under this Agreement an amount sufficient to satisfy any amount of liquidated damages due and owing to the Village by the Consultant on any other agreement between the Consultant and the Village.

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 minimum set forth in Exhibit A 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'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 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. Entirety of Agreement

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

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. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice. 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, Illinois.

K. Successors and Assigns

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

L. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

M. Amendment

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

N. Indemnification

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

P. Severability of Invalid Provisions

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

Q. Assignment

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

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

R. Notice

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

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

**Owner Services Group, Inc.
1815 South Meyers Road, Suite 200
Oakbrook Terrace, IL 60181**

S. Conflict of Provisions

In the event there is a conflict between the provisions contained herein and Exhibits A and B, the terms herein shall prevail.

T. Force Majeure

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this

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

Owner Services Group, Inc.

Village of Downers Grove

By: _____

By: _____

Title: _____

Title: Mayor

Attest: _____

Attest: _____

Date: _____

Date: _____

2\word\firedepartment\firestation\ownersrep

CONSULTANT'S CERTIFICATION

Consultant, _____ hereby certifies that
(Name of Consultant)

It is not barred from agreeing to this contract for:

Owner's Representative/Project Management Services

as a result of a violation of either Section 720 ILCS 5/33E-3 (bid-rigging) and 720 ILCS 5/33E-4 (bid-rotating) of Article 33E 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: _____
Consultant's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this
_____ day of _____, 20 _____.

or _____
NAME

Notary Public

Social Security Number

EXHIBIT A

**REQUEST FOR QUALIFICATIONS
AND
FEE PROPOSAL:**

**PROFESSIONAL
OWNER'S REPRESENTATIVE/
PROJECT MANAGEMENT SERVICES**



The Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

March 28, 2006

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Village of Downers Grove

REQUEST FOR QUALIFICATIONS/FEE PROPOSAL: Owner's Representative/Project Management Services

I. GENERAL

I. 1.0 Request

The Village of Downers Grove ("Village") is seeking qualifications and related fee proposals for professional services from highly-qualified, architectural-engineering (AE), engineering-architectural (EA) and Construction Management (CM) firms to provide owner's representative (OR) project management services to ensure timely, fiscally responsible, and successful completion of a new fire station and related site development ("project"). The Owner's Representative chosen may be needed for future projects that are funded by the Village. The intent of the Village will be to select a qualified firm or firms from the proposals submitted, and establish a Master Contract with that firm(s). It is the intent of the Village to select a firm or firms that are not otherwise involved in the project's design or construction to avoid any conflict of interest.

J. 1.1 General Qualifications

The prospective Owners Representative shall have particular expertise in owner's representative (OR)/project management services to include particular experience with construction administration and management services in order to fully and properly act on the Village's behalf in all activities related to oversight of the project.

K. 1.2 General Construction Project Description and Scope

The Village has determined that a new fire station and administrative office building is necessary and should be built on the site of the existing Fire Station #2 on Main Street at Grove Street in downtown Downers Grove. The location is a gateway to the heart of the Village's downtown shopping and business district where numerous shops, restaurants, and other service, retail and entertainment venues come together. The site is wholly owned by and in control of the Village. The Village has completed some preliminary work relative to the development of the scope of this project. It is anticipated that the proposed building will be located on the land acquired in the past by the Village on a site that encompasses the eastern portion of the block bounded by Main Street on the east, 55th Street on the south, Summit Street on the north and Carpenter Street on the west. Also located on this site are a Village elevated water tower, chlorination building and DuPage Water Commission Connection Building that can not be relocated. The proposed building is anticipated to be about 30,000 SF in size and shall provide room for the following uses:

- Living quarters for about 12 firefighters

This area also needs to include appropriate locker room facilities for male and female employees, workout room facilities, laundry room facilities, conference room, office area for lieutenants, kitchen facilities and a dayroom area.

- Administrative office for the Fire Department
 - Approximately 18 – 20 staff members will use this facility
 - Records storage facilities
 - Conference and meeting rooms
 - Locker and restrooms
 - Backup Village Operations Center (VOC) space
- Apparatus Bay for:
 - 1 – 100' Aerial Ladder; 1 squad; 1 engine; 1 ambulance; 1 Battalion Chief Vehicle and 7-8 Staff Vehicles
 - Gear storage for about 15 staff members

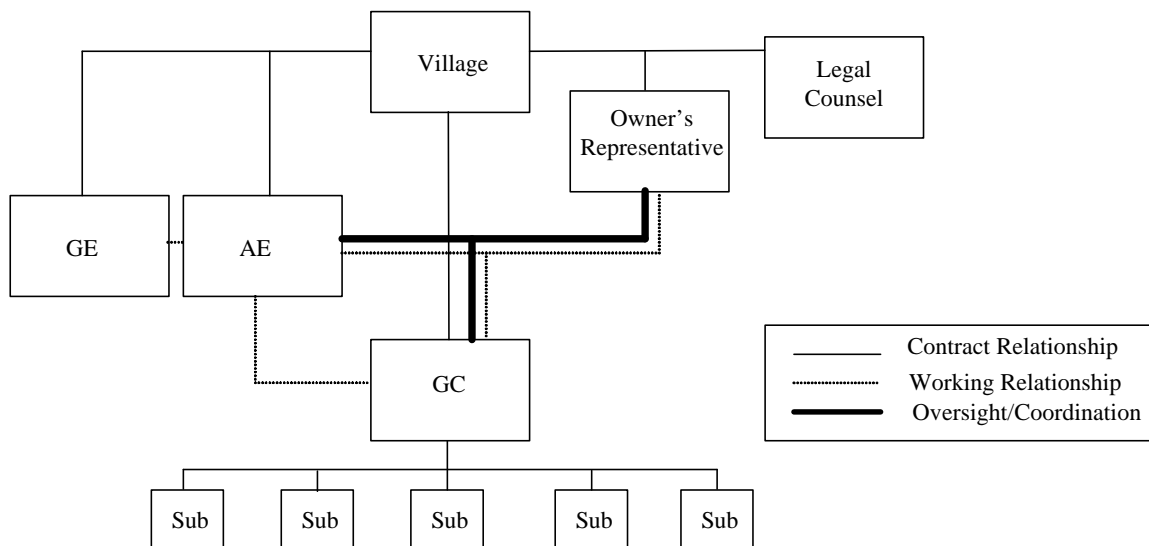
- Air cascade room
- EMS Supply room
- Hose Storage Room

The above general items are a basic summary of needs but a more detailed evaluation of these needs and a final layout of the facilities for the Fire Department will be a part of the Preliminary Design Phase of the Project. The Village is presently in the process of negotiating a contract with an architect (Williams Associates Architects, Ltd.) It is anticipated that a drive through bay for the larger Fire Department Apparatus should be incorporated into the building design with a driveway access to the property from both 55th Street and Main Street. A final site plan is also required as a part of the Preliminary Design Phase.

L. 1.3 General Roles and Responsibilities

Village (Owner): The Village's sole role is to act as owner of the project and to ensure that its interests and rights are being protected through the assistance of the selected Owners Representative to act as owner's representative. The Village shall designate on-staff representatives authorized to act on the Village's behalf as liaisons between the Village and the owner's representative. The Village shall conduct required inspections of the work from time to time, at the request of the Constructor. The Village shall retain sole authority to accept or reject the completed project based on recommendations from the owner's representative. The Village shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, since these are the Constructor's responsibility under the contract for construction. The Village shall not be responsible for the Constructor's schedules or failure to carry out the work in accordance with the contract documents. The Village shall not be responsible for the performance by the owner's representative of the services required by the owner's representative's agreement with the Village. The Village shall not have control over or charge of acts or omissions of the Constructor, his subcontractors, or any of the general or sub-contractor's agents or employees, or of any other persons performing services for the Village or portions of the work.

Owner's Representative (OR): The selected Owners Representative shall act as the primary agent of the Village, acting as OR with respect to the project, and shall ensure coordination of all activities, from the owner's standpoint, required to properly execute the scope of work contained herein and in the contract documents. The OR provides



comprehensive coordination of project activities to ensure that the discharge of responsibilities by the appropriate parties is executed in a manner that serves and protects the Village's overall and best interest.

Acting as an extension of the Village's staff, the OR monitors and coordinates efforts of the Village on behalf of the Village, of the Architect, the Geotechnical Engineer, and the Constructor in order to enable the Village to achieve maximum value for the funds expended. Initially, the OR will assist in drafting and creating Contract Documents for the Architect and Constructor. The OR, then, monitors the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work. The OR may also be required to assist the Village in selecting, retaining and coordinating the professional services of other special Owners Representatives and/or testing laboratories required for the project. However, the OR shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, since these are the Constructor's sole responsibility under the contract for construction. The OR shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Contract Documents (CDs): The complete body of documents currently governing execution and completion of the contract between the Village and the Constructor, including but not limited to all drawings issued for construction, project manual(s), bidding & contract and general requirements and technical specifications including bidding requirements, sample forms, construction contract scope, general conditions and technical specifications, the accepted and executed request for proposal, bids, unit quantities/unit prices/schedule of values, accepted submittals/materials, manufacturer's recommendations, maintenance logs and other similar operations and maintenance information, bonding/insurance commitments, currently accepted construction contract schedule as well as all current Village approved and agreed upon modifications to the contract that govern the Constructors execution of the project.

Constructor (CONSTRUCTOR): The entity or entities identified in the construction contract with the Village or its authorized representative to be solely responsible for and to act as facilitator of the complete and satisfactory construction of the project. The selected CONSTRUCTOR shall be solely responsible for developing, procuring, coordinating, and executing all of his own activities including schedules, quality assurance, quality control, safety, licensing, labor, trades, materials, equipment, suppliers, vendors, shipping, and transportation, in addition to those of his subcontractors, to fully and successfully execute the project within currently approved time and budget constraints and per the contract documents. The CONSTRUCTOR shall have sole control over or charge of and shall be responsible for construction means, methods, techniques, sequences or procedures and for safety precautions and programs in connection with the work. The CONSTRUCTOR shall be solely responsible for the Constructor's schedule or failure to carry out the work in accordance with the contract documents.

II. SCOPE of Services

M. 2.0 general

- A. The OR 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.
- B. The OR will be responsible for assisting the Village with advising on and assisting with coordination of four primary phases including: 1) Pre-construction; 2) Design; 3) Construction; 4) Post Construction/Project Closeout.

C. The OR shall establish and implement procedures for, and maintain coordination or activities and communication on behalf of the Village and between the Village, the Architect, Engineers, and the Constructor.

1. Pre-Construction Services :

- 1.1. Review annual budget items to assist Village in prioritizing these items and refining item budget cost estimates.
- 1.2. Identify for the Village a list of Project Consultant professionals required to develop the Project that have not already been envisioned.
- 1.3. Develop an initial Project development schedule describing the steps and duration of the major tasks required to develop the Project.
- 1.4. Identify other parameters, such as code, zoning, land use or other such restrictions, which have a potential impact on the design development or construction of the Project.
- 1.5. Work with Project Architect to refine the current Project program and master plan.
- 1.6. Review and refine the preliminary Project budget outlining the expected costs to develop the Project.
- 1.7. Develop the organizational structure of the development team, establish responsibilities and line of authority and establish communication procedures to be used throughout the development process.

2. Design Completion Phase :

- 2.1. Manage the design and development team (including, without limitation, the Project Architect and all Project Owners Representatives) throughout the entire documentation process to ensure adherence to the approved program, budget, and schedule.
- 2.2. Provide periodic review of design documents for completeness, feasibility, constructability, and appropriateness of building systems and materials.
- 2.3. Provide periodic budget checks throughout the design process and cost estimating for all components of the Project, and propose and review value engineering alternates required to maintain the Project budget.
- 2.4. Recommend any design changes required to maintain the Project budget.
- 2.5. Identify required site studies, such as soil and environmental reports, necessary to design and obtain construction permits for the Project.
- 2.6. Assist the Village, Project Architect and/or Constructor in the review of the Project with code officials and submission of the Project to obtain required building permits.
- 2.7. Work with the Project Architect and Village staff to prepare bid packages.
- 2.8. Review contractor submittals and make recommendations.

- 2.9. Assist the Village with negotiating the contractor contracts and Project Architect contract if project delivery method requires this action.
 - 2.10. Develop and manage a Project accounting process to include receipt and review of all Project related invoices and payment applications, and assembly of such documents into a monthly draw package. Submit this package to the Village with recommendation for payment and manage and/or monitor payment by the Village.
 - 2.11. Establish and monitor any FF&E delivery/procurement process with Village staff for adherence to the approved Project budget and schedule.
 - 2.12. Maintain Project records and Project communication procedures throughout the development process.
 - 2.13. Provide advice on selection of Project Consultants.
3. Construction Phase:
- 3.1. Provide on-site representation throughout the entire construction process as the Village's representative.
 - 3.2. Monitor the development and maintenance of the construction schedule by the Constructor(s), and maintain and update the overall project schedule as necessary.
 - 3.3. Conduct regular on-site meetings with the Constructor(s), Project Architect, and other appropriate development team members (including, without limitation, the Project Owners Representatives) to coordinate and maintain the construction process.
 - 3.4. Review and coordinate all Requests for Information from the Constructor(s) for timely response by the Project Architect. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule.
 - 3.5. Review all invoices and applications for payment from the Constructor(s) and design team and include all approved requests in the monthly draw package to be submitted to the Village for payment.
 - 3.6. Provide a monthly report to the Village that summarizes the status of the Project costs and schedule.
 - 3.7. Review change proposals submitted by the Constructor(s) for appropriateness and accuracy and recommend acceptance and/or payment of such changes to the Village.
 - 3.8. Monitor the submission of shop drawings and product samples by the Constructor(s) and response and review by the Project Architect for timeliness and appropriateness.
 - 3.9. Monitor the procurement, warehousing, delivery, and installation of any FF&E with Village staff and associated vendors and contractors to ensure timeliness.
 - 3.10. Develop with the design team and Constructor the construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.

- 3.11. Monitor the acquisition of all government approvals, by the Constructor, required to receive all requisite certificates of occupancy, including, without limitation, all site plans, special exception, subdivision, zoning, and other land use approvals.
 - 3.12. Maintain all Project records throughout the construction process.
 - 3.13. Coordinate with third-party insurance and risk management Owners Representatives and monitor compliance with insurance requirements by the Constructor, Project Architect, and Project Owners Representatives.
 - 3.14. Provide advice and assistance to Village in resolving construction issues, claims, and disputes prior to engagement of a lawyer to handle the matter (excluding legal advice and arbitration and litigation support).
 - 3.15. Recommend appropriate levels of contingency to carry during all phases of the Project.
4. Post- Construction Phase:
- 4.1. Assist the Constructor(s) and Village in conducting all move-in operations, equipment demonstrations and training, system start-ups and testing, and other transitional requirements.
 - 4.2. Manage the close-out of the construction contract; punch list completion and receipt and documentation of all final lien waivers and other close-out documents, such as as-built surveys.
 - 4.3. Close out the Project accounting and provide the final status of the Project budget.
 - 4.4. Obtain on behalf of Village, and turn over to operations all keys, manuals, plans, and specifications, and all product and warranty information pertaining to the Project.

III. Deliverables

N. 3.0 General, Format and Quantity, and Final Turnover

3.0.1. General

- A. The OR shall be required to submit, on a regular basis or from time to time, depending on the particular project related issue, certain statements, reports, evaluations, opinions or other similar submissions as a part of OR 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 OR services with the Village.
- B. All items submitted by the OR to the Village as part of the services on behalf of the Village shall become the sole property of the Village.

3.0.2. Format and Quantity

- A. The OR shall produce all deliverables compatible with, at minimum, Microsoft Office products including Microsoft Word, Excel, PowerPoint, and Access 2002, Microsoft Project 2000, and AutoCAD 2000.
- B. Unless otherwise agreed to in advance by the Village, and excluding drawings, plans, diagrams, samples and similar items, all deliverables shall be in an 8 ½ X 11, portrait format. Landscape format can be used to facilitate a more clear presentation of the information at the OR's discretion.
- C. Documents originally produced in or provided to the OR in a legal, 8 ½ X 14 format, need not be further reduced or modified.

- D. Larger exhibits should, if possible, be provided in an 8 ½ X 11 format by employing a tri-folded 11 X 17 format insert.
- E. Larger drawings, plans, diagrams or similar items should be provided at a 50% reduction to the extent practical.
- F. All plans, drawings, diagrams and similar items shall be delineated at a commonly recognized and used engineering or architectural scale and shall include north orientation, if applicable, as well as the drawn scale in both a written and graphic form.
- G. Digital photo documentation is encouraged. In addition to read-only compact discs of photo documentation, three sets of comprehensive project photo documentation submitted in support of observation reports, weekly status meetings, monthly status reports or other shall be provided in appropriate three-ring binders and annotated appropriately.
- H. Unless otherwise specified, the OR shall provide documentation to the Village for the Village Project Manager, Village Project Engineer, Village Project Liaison, and one additional copy.

3.0.3. Final Turnover of Owner's Representative Documents

- A. In addition to properly and chronologically organized hard copies of all contract administration documentation, the OR shall provide an electronic/digital version of all deliverables provided to the Village. In addition to the hard-copy submissions, the Owners Representative 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, PowerPoint, and Access 2002, Microsoft Project 2000, and AutoCAD 2000.

IV. RFQ/FP requirements

O. 4.0 Proposal Requirements

4.0.1 Quantity and Format:

Proposers are to submit three (3) bound copies and one (1) unbound copy of the statement of qualifications and fee proposals. Proposals shall be submitted in an 8 ½ x 11 format and be organized generally as follows:

- 1) Cover letter (optional);
- 2) Project/scope of services understanding;
- 3) Relevant project qualifications and experience as a firm;
- 4) Key staff/sub-Owners Representatives qualifications and relevant experience;
- 5) References;
- 6) Fee schedule, including a "not-to-exceed" cost;
- 7) Proposed observation schedule/on site staffing;
- 8) Summary statement (optional).

There is not a minimum or maximum page limitation but proposals should be kept directly relevant and succinct.

4.0.2. Project/Scope of Services Understanding

- A. The scope of services/project understanding section shall summarize the prospective Owners Representative's understanding of the scope of service requirements and allow the Owners Representative to add any additional information, including proposals to help make the OR's services more effective, to help the Village determine the best overall qualified OR.

4.0.3. Relevant Project Qualifications and Experience as a Firm

- A. The Owners Representative's relevant experience shall be provided as part of the proposal. The prospective OR shall have particular expertise in owner's representative services including construction administration and construction management services on projects of similar size and scope.
- B. The relevant experience submissions must be a part of and fit into the fee proposal booklet but outside of this requirement the prospective Owners Representative can determine the format. For each example, a photo or drawing is strongly encouraged but a short project synopsis addressing the scope, budget schedule and reference contact should be provided.

4.0.4. Key Staff/Sub-Owners Representatives Qualifications and Relevant Experience

- A. The proposal shall include proposed key positions, proposed staff to fill these key positions, and sub-Owners Representative credentials/qualifications.
- B. A State of Illinois licensed, appropriately experienced architectural, engineering and construction services professional must be on staff and be able to function in an appropriately responsible role in the execution of the scope of services.

4.0.5. Proposed Observation Schedule/On Site Staffing

- A. The Owners Representative shall provide a proposed execution 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 owner's representative shall be on site monitoring activities from notice to proceed to substantial completion.
- B. It is recognized that more site observation may be required in the earlier through the middle part of the construction project than in the later stages. Prospective Owners Representatives can identify a proposed site visit schedule to address these conditions and cost effectiveness.

4.0.6. Proposal Summary

- A. A summary statement is optional but can be included to help the Village select the best overall qualified Owners Representative.

4.0.7. Deadline and Proposal Disposition

- A. Complete proposals shall be due **NOT LATER than 5:00 p.m. on April 14, 2006** and shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all the proposals and not share information provided by prospective Owners Representatives with any other prospective Owners Representative nor with the selected Owners Representative.

4.0.8. Fees

- A. All proposed fees shall be on a "Not to Exceed" basis "without prior written approval from the Village." Fees for scope of services shall be provided per each scope of service phase and for each proposed staff person or sub-Owners Representative, respective number of hours, total fee per staff member or sub-Owners Representative and total fee for the phase. A total fee for all the tasks shall be provided to include reimbursable non-direct expenses executed on behalf of the Village in order to execute the contract:

Example:

B. Construction

Phase

Staff	hours	\$
-------	-------	----

Staff	hours	\$
Sub-Owners Representative	hours	\$
Reimbursables	As Req.	\$
Phase Total	Total	\$Total

- B. Reimbursable Non-Direct Expenses: These may include support services required to execute the scope of services such as photo copying, messenger/mail and exhibit preparation, etc. Proposals can include all or a portion of reimbursable non-direct expenses in the above staff or sub-Owners Representative fees. In either case the Owners Representative's method of handling proposed reimbursable expenses must be clearly identified. If reimbursable expenses are not included in staff fees, a total proposed "Not to Exceed" amount must be provided for reimbursable expenses per each phase (e.g., pre-bid, construction, close-out) to be included as a component of the overall not to exceed fee amount.
- C. Additional Services: The Owners Representative shall provide hourly fees per staff member or sub Owners Representative/subcontractor should additional services be requested and approved by the Village for each proposed staff member or sub-Owners Representative.
- D. Owners Representative Invoicing: The Owners Representative shall indicate proposed invoicing terms. In addition to currently billed amounts, invoices shall contain an invoice or reference number, the billing period, the names of staff and/or sub-Owners Representatives, numbers of hours billed to the project, a total bare labor amount, total burdened labor amount for the billing period, 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.
- E. The currently expected total cost of construction (including Owner's Representative and all services) is in the range of \$6 -7 million dollars.
- F. The currently expected duration of construction is 12 to 14 months.

P. 5.0 Other Requirements/Information

5.0.1. Insurance Requirements of the Village

- A. The OR 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 OR from claims, at a minimum set forth below which may arise out of or result from the OR's operations under this agreement and for which the OR may legally liable:
- B. The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

a. Workers Compensation	\$500,000	Statutory
b. Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
c. Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate

d. Commercial Automobile Liability	\$1,000,000	Each Accident
e. Professional Errors & Omissions	\$5,000,000	Each Claim
	\$5,000,000	Annual Aggregate
f. Umbrella Liability	\$ 5,000,000	

The following shall be applicable to all policies of insurance required herein.

a. Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

b. Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

c. Workers Compensation coverage shall include a waiver of subrogation against the Village.

d. Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

e. Architect and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor of Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

f. Owners Representative and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Owners Representative or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Architect or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

g. All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

h. Since the Work under the Contract Documents includes design, consultation, other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$5,000,000 per claim and \$5,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

i. Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.0.2. General Terms and Conditions

A. Relationship Between the Owners Representative and the Village

The relationship between the Village and the Owners Representative 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 Owners Representative'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 Owners Representative 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 Owners Representative 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 Owners Representative'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 Owners Representative in its efforts to comply with such Act and Rules and Regulations, the Owners Representative 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 subconsultants. In the same manner as with other provisions of this contract, the Owners Representative 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 subconsultants fails or refuses to comply therewith. In addition, the Owners Representative will not utilize any subconsultants 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

Owners Representative, 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 Owners Representative'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

Owners Representative, 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 Owners Representative'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 Owners Representative'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.

6. 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.
7. 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

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

G. Entirety of Agreement

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

H. Termination

In the event of the Owners Representative'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 Owners Representative's failure to cure such default within ten days of the notice. The Village also reserves the right to seek termination or cancellation of this Agreement in the event Owners Representative shall be placed in voluntary or involuntary bankruptcy, if Owners Representative makes an assignment for the benefit of creditors or for any other reason such termination is in the best interest of the Village. The Village will pay the Owners Representative's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Owners Representative 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, Illinois.

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 Owners Representative 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 Owners Representative or any sub-Owners Representatives under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

P. Severability of Invalid Provisions

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

Q. Assignment

The Owners Representative 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 Owners Representative from its obligations or change the terms of this Agreement.

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

R. Force Majeure

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation

facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this

5.0.3. Constructor Firms

A. Qualified construction, design-build or other types of constructor firms will not be excluded from making a proposal for owner's representative services, but if selected, will be precluded from bidding on the project.

5.0.4. Owners Representative Selection

A. The Village reserves the right to determine the criteria for and select the best overall qualified Owners Representative to perform OR services, in the Village's opinion, to execute the scope of services on behalf of the Village of Downers Grove. Owners Representative selection will be based on a combination of Owners Representative qualifications and proposed fees. The Village may not necessarily consider the Owners Representative with the lowest proposed fees to be the best overall qualified Owners Representative to execute the scope of services on behalf of the Village. The resulting contract for professional services will, at a minimum, include key provisions from the Request for Qualifications/Proposal and the successful prospective Owners Representative's proposal.

B. As part of the OR Agreement with the Village, the Owners Representative shall comply with requisite Equal Employment Opportunity clauses contained in the contract, the Illinois Human Rights Act, and the applicable Rules and Regulations of the Illinois Department of Human Rights.

5.0.4. Request for Qualifications/Proposal Termination

A. It is the intent of the Village to enter into a contract with the successful prospective Owners Representative; however, the Village reserves the right to cancel the Request for Qualifications/Proposal process at any time to protect the best interests of the Village.

V. Contacts

1. Questions shall be submitted, in writing, **not later than 5:00 PM on April 7, 2006** to:

David Fieldman, Deputy Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60505
Voice: (630) 434-5526
Facsimile: (630) 434-5571

2. Qualifications and Fee Proposal submissions shall be directed to:

David Fieldman, Deputy Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60505

**COMPLETE PROPOSAL DEADLINE: April 14, 2006
NOT LATER THAN 5:00 P.M.**

PROPOSAL SHEET

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Proposer certifies that they are not barred from proposing on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720 ILCS 5/33E-1, et seq.) and are not delinquent in any taxes to the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)

It is understood that the Village reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

OWNER REPRESENTATIVE/PROJECT MANAGEMENT SERVICES

Description of Project	Project Cost
Fire Station #2 Construction	\$
TOTAL	\$

Have you included the following in your proposal submittal?

1) Cover letter (optional);	Yes	No
2) Project/scope of services understanding;	Yes	No
3) Relevant project qualifications and experience as a firm;	Yes	No
4) Key staff/sub-Owners Representatives qualifications and relevant experience;	Yes	No
5) References;	Yes	No
6) Fee schedule, including a "not-to-exceed" cost;	Yes	No
7) Proposed observation schedule/on site staffing;	Yes	No
8) Summary statement (optional)	Yes	No

Where did you obtain your copy of this proposal document?

- ? Mailed from Village, currently on the Village's Supplier List
- ? Village's internet web site
- ? Other _____

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.		
Will you be utilizing a subcontractor?	YES	NO
If yes, have you included all required information with your proposal submittal?	YES	NO

- OR -

NO PROPOSAL – Keep our company on your Vendor List	Signature: Date:
NO PROPOSAL – Remove our company from your Vendor List	Signature: Date:

- Note: Please feel free to attach further explanation if desired as to your reasons for not submitting a proposal.

INDEMNIFICATION: The Proposer hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Proposer be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____ (Company Name) is not barred by law from submitting a proposal to the Village for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

_____ (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

_____ (Company Name) provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

_____ (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Owners Representative/Project Management Services contact information

Proposer's Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip Code

Federal Employee Identification Number

Phone Number

Fax Number

E-mail Address

Date

MASTER AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2005 by and between the VILLAGE OF DOWNERS GROVE, (hereinafter referred to as the "Village"), and _____, (hereinafter referred to as the "Company"), with regard to Owner's Representative Project Management Services (ORPM).

NOW THEREFORE, the Village and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform ORPM services as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The Company has made a proposal to the Village, dated _____, 2006, attached hereto and expressly made a part hereof, in response to the Village's Request for Proposal, dated _____, 2006, also attached hereto and expressly made part hereof.
3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the Village and the Company.
4. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.
5. The Village does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
6. Not less than the prevailing wages as found by the Illinois Department of Labor shall be paid to laborers, workmen, and mechanics performing work under this Agreement.
7. Any payment made to the Company shall be strictly on the basis of quantum merit. The Company shall submit to the Village a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The Village will pay the Company for the performance of the Agreement as follows:
 - A. Monthly payments based on actual work satisfactorily completed.
 - B. Payments shall be calculated on a not to exceed basis.
 - C. Additions or deductions to the approved total amount for services shall be authorized in writing by the Village. Any out of scope work must be authorized in writing by the Village. Any work performed without written approval from the Village shall be solely at the expense of the Company.
8. The Company will perform those services as described in the RFP and may be detailed in a subsequent agreement, if necessary, and will give consultation and advice to the Village during the performance of the services.
9. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village as an additional named insured. All insurance is primary, and in no event will be considered contributory to

any insurance purchased by the Village. All insurance will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail.

The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the Village, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract

Special Requirement: If the Company is an architectural or engineering firm, said Company shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Village of said coverage.

10. The Company will provide the services as required herein in accordance with the Project Schedule.
11. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the Village.
12. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Agreement; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
13. The Village and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the Village nor the Company shall assign, subcontract, or transfer their interest in this Agreement without consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and Company.

The Company may subcontract portions of the work upon written approval from the Village. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the Village. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail in the proposal submitted by the Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent of the Village. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement.

14. The Company shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and save harmless the Village, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting there from. The Company shall assume all restitution and repair costs arising out of an error, omission, and/or negligence.
15. The Village agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.

16. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished there under shall be delivered to the Village for the expressed use of the Village. The Company does have the right to retain original documents, but shall cause to be delivered to the Village such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the Village unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the Village without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the Village upon request. The Village agrees to defend, indemnify, and hold harmless the Company from all claims, damages, and expenses arising out of such reuse or alteration by the Village or others acting through the Village.
17. The Village reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
18. The Village may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The Village will pay for costs associated with suspension provided they are deemed reasonable by the Village.
19. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The Village further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of terrorism, fires, or floods.

Should the Company fail to perform their Agreement to the satisfaction of the Village, the Village may, at its election, declare such contract terminated and at an end, reserving the right to maintain an action to recover damages arising due to breach of contract. Said election shall be made by a written notice to be sent by mail or served personally on the Company's office within ten (10) days from the date of default.

Upon termination, the Company shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the Village. Cost of termination incurred by the Company before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Company a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice, the Company shall stop all work until said Agreement is reached.

20. The Village agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.
21. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the Village's Contractors, if any.
22. This Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

VILLAGE OF DOWNERS GROVE, a municipal corporation

Cara Pavlicek, Village Manager

Company: _____

Address: _____

By: _____

Title: _____

Owner's Representative/Project Management Services – New Fire Station & Admin Office Building

Pre-Construction – 2 months

Staff: Parr 24 hrs x 135 = \$ 3,240
Klesta 40 hrs x 115 = \$ 4,600
Cost Estimating Team 40 hrs x 110 = \$ 4,400

Pre-construction Phase Sub Total = \$ 12,240

Design – 5 months

Staff: Parr 24 hrs x 135 = \$ 3,240
Klesta 184 hrs x 115 = \$ 21,160
*Reimbursables: \$ 1,500

Design Phase Sub Total = \$ 25,900

Construction – 12 months

Staff: Parr 52 hrs x 135 = \$ 7,020
Klesta 1040 hrs x 115 = \$ 119,600
*Reimbursables: \$ 2,500

Construction Phase Sub Total = \$ 129,120

Post Construction / Close Out

Staff: Klesta 160 hrs x 115 = \$ 18,400
*Reimbursables: \$ 500

Close Out Phase Sub Total = \$ 18,900

Owner's Representative/Project Management Services Project Total = \$ 186,160

Cost Estimating Support

Design Phase – Schematic Estimate = \$ 6,500
Design Development Estimate = \$ 10,500
Working Drawing Estimate = \$ 7,500
Value Engineering (allowance) = \$ 5,000

Cost Estimating Total = \$ 29,500

Credit – If OS reviews detailed estimates prepared by others

PROPOSAL TOTAL = \$ 215,660

Credit = \$ 18,500



*Reimbursables are photocopying, messenger service, exhibit preparation, and travel outside Chicago metropolitan area and associated expenses.

The not to exceed fee is predicted upon the schedule and level of effort outlined above. We would of course be prepared to revise the schedule and level of effort by mutual agreement with the Village of Downers Grove.

Any adjustments would be made at the proposed hourly rates.

Additional services would be provided at the following hourly rates if requested:

Principal in Charge	\$ 135
Project Executive	\$ 135
Project Manager	\$ 115
Senior Estimators	\$ 115
Estimators	\$ 100

Terms

We would propose to invoice monthly with payment due within 30 days.

PROPOSAL SHEET

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Proposer certifies that they are not barred from proposing on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720 ILCS 5/33E-1, et seq.) and are not delinquent in any taxes to the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)

It is understood that the Village reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

OWNER REPRESENTATIVE/PROJECT MANAGEMENT SERVICES

Description of Project	Project Cost
Fire Station #2 Construction	\$ 215, 660
TOTAL	\$

Have you included the following in your proposal submittal?

1) Cover letter (optional);	x	Yes	No
2) Project/scope of services understanding;	x	Yes	No
3) Relevant project qualifications and experience as a firm;	x	Yes	No
4) Key staff/sub-Owners Representatives qualifications and relevant experience;	x	Yes	No
5) References;	x	Yes	No
6) Fee schedule, including a "not-to-exceed" cost;	x	Yes	No
7) Proposed observation schedule/on site staffing;	x	Yes	No
8) Summary statement (optional)	x	Yes	No

Where did you obtain your copy of this proposal document?

Mailed from Village, currently on the Village's Supplier List

Village's internet web site

Other Onvia

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.		
Will you be utilizing a subcontractor?	YES	NO x
If yes, have you included all required information with your proposal submittal?	YES	NO

N/A

- OR -

NO PROPOSAL - Keep our company on your Vendor List	Signature:	N/A
	Date:	N/A
NO PROPOSAL - Remove our company from your Vendor List	Signature:	N/A
	Date:	N/A

- Note: Please feel free to attach further explanation if desired as to your reasons for not submitting a proposal.

INDEMNIFICATION: The Proposer hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Proposer be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

Owner Services Group, Inc. (Company Name) is not barred by law from submitting a proposal to the Village for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

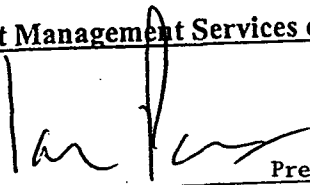
Owner Services Group, Inc. (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

Owner Services Group, Inc. (Company Name) provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

Owner Services Group, Inc. (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Owners Representative/Project Management Services contact information

Owner Services Group, Inc.



President

Proposer's Firm Name

Signed Name and Title

1815 South Meyers Road, Suite 200

Ian Parr, CPE - President

Street Address

Print Name and Title

Oak Brook Terrace, IL 60181

36-385-6769

City

State Zip Code

Federal Employee Identification Number

630-678-0808

630-678-0858

Phone Number

Fax Number

iparr@ccsos.com

4/11/06

E-mail Address

Date