

**VILLAGE OF DOWNERS GROVE**  
**COUNCIL ACTION SUMMARY**

**INITIATED:** Public Works Department      **DATE:** February 19, 2002  
(Name)

**RECOMMENDATION FROM:** \_\_\_\_\_ **FILE REF:** \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

- \_\_\_ Ordinance
- \_\_\_ Resolution
- \_\_\_ Motion
- \_\_\_ Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND HAMPTON, LENZINI & RENWICK, INC.", as presented.

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**SUMMARY OF ITEM:**

Adoption of the attached resolution will authorize execution of a Professional Services Agreement between the Village of Downers Grove and Hampton, Lenzini & Renwick, Inc.. This agreement is for professional engineering services in relation to stormwater management services at the McCollum Park Satellite Maintenance Facility in an amount not to exceed \$20,752.00

**RECORD OF ACTION TAKEN:**

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

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

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

1. That the form and substance of a certain a Professional Services Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Hampton, Lenzini & Renwick, Inc. (the "Engineer"), for professional engineering services in relation to the McCollum Park Satellite Maintenance Facility, 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

COPY

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**VILLAGE OF DOWNERS GROVE  
DOWNERS GROVE, ILLINOIS 60515**

**WITH**

**HAMPTON, LENZINI AND RENWICK, INC.  
380 SHEPARD DRIVE  
ELGIN, ILLINOIS 60123-7010**

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into in the Village of Downers Grove, State of Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Downers Grove, an Illinois municipal corporation, whose address is Civic Center, 801 Burlington Avenue, Downers Grove, IL 60515 (hereinafter referred to as "**OWNER**") and Hampton, Lenzini and Renwick, Inc., whose address is 380 Shepard Drive, Elgin, IL 60123-7010 (hereinafter referred to as "**ENGINEER**") for certain drainage-engineering services more fully defined herein.

The OWNER and the ENGINEER, in consideration of the mutual covenants herein, agree as set forth below:

**SECTION 1.—BASIC SERVICES OF ENGINEER**

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**1.1 General**

1.1.1 Scope of Services

- a. Prepare site drainage map exhibit
  - (1) Boundary.
  - (2) Interpret existing maps/calculations.
  - (3) Extract survey data.
  - (4) Develop outlet control structure/schematic.
- b. Determine site characteristics such as CNs,  $t_c$ , existing and proposed drainage paths.
- c. Check floodplain/wetland inventory maps. It is assumed there is no floodplain or wetland involvement on this project.
- d. Develop possible site drainage plans.
  - (1) Provide site drainage.
  - (2) Identify constraints—building location, pathways, landscaping, etc.
  - (3) Achieve retention.
  - (4) Achieve path to detention storage site.

- e. Review existing storage site.
  - (1) Develop storage model.
  - (2) Stage storage/discharge.
- f. Run model to determine storage requirements for 100-year, 24-hour storm at 0.1 cfs/acre.
- g. Proposed plan  
Grading and drainage plan (no specifications).
- h. Complete and submit permit documents.
- i. One meeting with Downers Grove and Christopher Burke Engineering, Ltd.

1.1.2 Location of Project

McCollum Park, Downers Grove, Illinois

1.1.3 Description of Project

Drainage-engineering services for construction of Parks Utility Building to comply with the Village of Downers Grove Stormwater and Floodplain Ordinance.

- 1.1.4 The ENGINEER shall perform all required services consistent with accepted standards of practice for professional engineers in the State of Illinois.

**SECTION 2—OWNER'S RESPONSIBILITIES**

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- 2.1 Unless otherwise agreed, the OWNER shall make all provisions for the ENGINEER'S entry upon public and private property to perform his services. Prior to entering upon property other than that owned by the OWNER, the ENGINEER shall obtain written confirmation from the OWNER that rights of access have been granted.
- 2.2 The OWNER shall designate in writing a person to act as the OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER'S policies and decisions with respect to this Agreement.
- 2.3 The OWNER shall give written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any matter that affects the scope or timing of ENGINEER'S services, or of any defect in the Contractor's work.

### **SECTION 3—PERIOD OF SERVICE**

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- 3.1 The provisions of this Section 3 and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the timely delivery of services consistent with the terms of this Agreement.
- 3.2 The term of this Agreement shall be 120 calendar days from the date of Notice to Proceed from the Owner.

### **SECTION 4—PAYMENTS TO ENGINEER**

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- 4.1 The ENGINEER shall be compensated for services provided under specific Letter Agreements and in accordance with the rates specified in Exhibit A, "Engineering Fee Schedule".
- 4.2 Compensation due to the ENGINEER under any Letter Agreement shall be limited to the total compensation specified in such Letter Agreement. Additional compensation shall be allowed upon approval of an amended Letter Agreement by OWNER.
- 4.3 Prior to the tenth day of each month, the ENGINEER shall submit to the OWNER, in duplicate, written requests for payment for services rendered during the preceding calendar month. Such requests shall specify with particularity the type and amount of services provided.

### **SECTION 5—GENERAL CONSIDERATIONS**

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#### **5.1 Notices**

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

Hampton, Lenzini and Renwick, Inc.  
H. David Newkirk, President/C.E.O.  
380 Shepard Drive  
Elgin, Illinois 60123-7010

Any notice, direction, approval, or request to be given hereunder shall be in writing and delivered either in person or by United States mail at the address indicated above. Said notice, direction, approval, or request shall be deemed to have been delivered at the time of such personal delivery or deposit in the United States mail.

#### **5.2 Controlling Law**

This agreement is to be governed by the law of the State of Illinois.

### 5.3 Indemnity and Hold Harmless Agreement

To the fullest extent permitted by law, the ENGINEER shall indemnify, keep, and save harmless the Village and the agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgements, costs, and expenses (including any liability under the Illinois Structural Act, know as the Scaffolding Act) which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the ENGINEER, his employees, or his subcontractors, and the ENGINEER shall at his own expense, appear, defend, and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Village in any such actions, the ENGINEER shall, at his own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the ENGINEER to indemnify the Village for its own negligence. The ENGINEER shall indemnify, keep, and save harmless the Village only where a loss was caused by the acts or omissions of the ENGINEER and its employees/agents or its subcontractors.

### 5.4 Successors and Assigns

5.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

5.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.4.1 and except to the extent that the effect of this to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

5.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

### 5.5 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this Agreement, are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk.

## 5.6 Insurance

Prior to execution of this contract, the ENGINEER must provide evidence to the OWNER that it possesses and will maintain the following minimum standards of insurance coverage to protect the ENGINEER and the OWNER, its officers, and employees as additional insured where noted, until completion of the work under this contract and any extra work in connection therewith. Specific types of coverage and the dollar limits of liability are detailed on the example certificate of insurance which follows, the contents of which are essential items of this contract.

- 5.6.1 Professional Liability Insurance—Minimum amount of \$1,000,000.00
- 5.6.2 General Liability Insurance to pay on behalf of the ENGINEER or the OWNER, as additional insured, any sums which the ENGINEER or the OWNER, its officers, and employees may be legally obligated to pay as damages because of bodily injury, personal injury, or property damage caused by an occurrence arising out of the ENGINEER operations pursuant to this contract, including liability incurred as a result of the actions by it, including subcontractors and their employees who the ENGINEER may let portions of work pursuant to the completion of this contract and any extra work in connection therewith.
- 5.6.3 Worker's Compensation Insurance as provided for by statute, including occupational disease provisions for all persons employed by the ENGINEER or by a subcontractor to whom the ENGINEER may let any of the work to be performed pursuant to this contract. The ENGINEER may let any of the work to be performed pursuant to this contract. The ENGINEER shall also maintain Employer's Liability Insurance to pay on behalf of the ENGINEER any sums which it shall be legally obligated to pay as damages for bodily injury, including death, which may result from the action of any person related to the performance of hazardous work pursuant to this contract.
- 5.6.4 Automobile Liability Insurance to pay on behalf of the ENGINEER or any subcontractor to whom the ENGINEER may let any of the work performed pursuant to this contract, any sums which they may be legally obligated to pay as damages for bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle (including owned, hired, and non-owned vehicles for use on the public highways).
- 5.6.5 Excess Insurance (if required) to pay on behalf of the ENGINEER or OWNER any sums in excess of the amounts previously accorded by the specified primary insurance coverage, which the ENGINEER or the OWNER may be legally obligated to pay for claims of bodily injury, personal injury, or property damage caused by an occurrence arising out of the ENGINEER'S operations pursuant to this contract including liability incurred from the actions by the ENGINEER or any person

directly or indirectly employed by it, including subcontractors and their employees who the ENGINEER may let portions of work pursuant to the completion of this contract and any extra work in connection therewith.

- 5.6.6 Certificates of Insurance within fifteen (15) days after the ENGINEER shall furnish certificates of insurance to the OWNER, evidencing all of the aforesaid coverage, and naming the OWNER as additional insured, such certificates to include a non-cancellation clause, preventing cancellation of coverage without thirty (30) days prior notice to the OWNER, and further to include a provision for continuation of coverage until acceptance by the OWNER of the work performed pursuant to this contract.

5.7. **Laws to Be Observed**

Not applicable.

5.8. **Equal Employment Opportunity**

In the event of the Contractor'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 Contractor 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 Contractor agrees as follows:

- 5.8.1 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.
- 5.8.2 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.
- 5.8.3 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.

- 5.8.4 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5.8.5 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.
- 5.8.6 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.
- 5.8.7 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 subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor 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. (Filed February 6, 1981, effective February 9, 1981.)

## 5.9 Default

In the event either of the parties to this Agreement default in carrying out any obligations hereunder, the other party shall notify the defaulting party of such default. The defaulting party shall then have three (3) days to cure such default. In the event that such default is not cured within the three (3) day period, the other party shall have the option to terminate this Agreement without further notice.

#### 5.10 Waiver of Breach

The waiver of either OWNER or ENGINEER of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement by either OWNER or ENGINEER.

#### 5.11 Termination of Abandonment of Project

The OWNER reserves the right to terminate this Agreement prior to the date provided in Section 3 above, or to terminate any Letter Agreement covering a single project, by delivering written notice to the ENGINEER by personal delivery or by certified mail. Such notice shall be effective five days after its receipt by the ENGINEER, after which date ENGINEER shall not continue to perform duties under this Agreement or the Letter Agreement so terminated; except that the ENGINEER shall cause to be completed and delivered to the OWNER all reports due on projects for which the ENGINEER provided services in accordance with a Letter Agreement.

#### 5.12 Sexual Harassment

The bidder or supplier shall, as a party to a public contract, have a written sexual harassment policy that:

- 5.12.1 Notes the illegality of sexual harassment;
- 5.12.2 Sets forth the State law definition of sexual harassment;
- 5.12.3 Describes sexual harassment utilizing examples;
- 5.12.4 Describes the bidder's or supplier's internal complaint process including penalties;
- 5.12.5 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;
- 5.12.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

### **SECTION 6—ENGINEERING COST**

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The Owner agrees to hire the Engineer for the stormwater engineering services set forth in Section I, related to the construction of the Park District Satellite Maintenance Facility at McCollum Park. The Owner further agrees to compensate the Engineer for said services for a total fee not to exceed twenty thousand seven hundred fifty-two and 00/100 dollars (\$20,752.00), unless any additional fees generated by additional services are authorized in

writing by the Owner. All fees paid under this Agreement shall be based upon those outlined in Exhibit A, and they shall include the fees of all other parties retained by the Engineer to perform any service related to this project.

**THIS AGREEMENT** represents the entire agreement between OWNER and ENGINEER and supersedes all prior negotiations, representatives or agreements, either written or oral.

**OWNER:** VILLAGE OF DOWNERS GROVE,  
an Illinois Municipal Corporation

By: \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager

Attest: \_\_\_\_\_  
Village Clerk

(SEAL)

**ENGINEER:** HAMPTON, LENZINI AND RENWICK, INC.

By:   
President/C.E.O.

Attest:   
Secretary

(SEAL)

**EXHIBIT A**

**ENGINEERING FEE SCHEDULE**

<u>Grade Classification of Employee</u>	<u>2002-B Hourly Rate</u>
Principal	\$122.50
Engineer 8	110.20
Engineer 7	96.00
Engineer 6	93.00
Engineer 5	80.50
Engineer 4	77.00
Engineer 3	71.20
Engineer 2	67.00
Engineer 1	61.00
Technician 7	79.50
Technician 6	72.00
Technician 5	62.80
Technician 4	55.00
Technician 3	49.00
Technician 2	44.00
Technician 1	39.00
Clerical 2	59.50
Clerical 1	41.50
Accountant	57.00

**Estimated Man-Hours**

1. Prepare site drainage map exhibit .....	E8	2 hours
	E2	3 hours
Miscellaneous surveying .....	T6	8 hours
	T4	11 hours
2. Determine site characteristics .....	E8	3 hours
	E2	1 hour
3. Check floodplain/wetland inventory maps .....	E8	2 hours
4. Develop possible site drainage plans .....	E8	24 hours
	E2	8 hours
5. Review existing storage site .....	E8	24 hours
	E2	30 hours

6.	Run model to determine site storage .....	E8	24 hours
		E2	4 hours
7.	Proposed plan and permit form .....	E8	40 hours
		E2	16 hours
		T4	24 hours
8.	One meeting with Downers Grove and Burke .....	E8	4 hours
		E2	4 hours
9.	Administrative .....	PR	10 hours
		C2	8 hours
			<hr/>
		<b>Total</b>	240 hours

**Estimated Fee**

240 hours x average hourly cost (\$84.30) .....	\$20,232
In-house direct cost (CADD = 26 hours @ \$20.00/hour) .....	<u>520</u>
<b>Total Cost</b>	<b>\$20,752</b>

HAMPTON, LENZINI AND RENWICK, INC.

**SPECIAL PROVISION FOR EMPLOYMENT PRACTICES**

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

**I. SELECTION OF LABOR**

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or 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.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability 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.
- C. 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, national origin, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.
- D. 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 Engineer'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 Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, 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.
- F. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer 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 subdivisions or municipal corporations.

