

## COUNCIL WORKSHOP ITEM

**ITEM:** Amendment to Versar, Inc. Professional Services Agreement dated September 18, 2001  
**DATE:** February 26, 2002  
**PREPARED BY:** Brian Pabst  
Deputy Village Manager, Operations  
Joseph Skach, AIA, AICP, NCARB  
Director of Redevelopment  
**Account Number:** 107.529.0000.5807 or 107.530.0000.5807  
**Budget Amount:** \$225,830

### PURPOSE:

The purpose of this item is to request approval to amend the current Agreement with Versar, Inc. ["Engineer"], for Professional Environmental Services authorized by Resolution No. 2001-78 executed on September 18, 2001.

### DISCUSSION:

As part of the required due diligence on redevelopment throughout the Village, staff will continue to need the Engineer's expertise and particular historical knowledge of current and planned redevelopment work. Services will be needed on multiple projects of varying size and scope as delineated in paragraph 1.1.1. of the current Agreement.

Staff is requesting the current multiple task-order Agreement with the Engineer be modified to incorporate a not-to-exceed amount of \$225,830 per the proposed Current Estimated Environmental Project Costs and proposed attached Addendum inserting paragraph 1.1.7. A fee proposal will still be required and approved for each task per current paragraph 1.1.2. All other terms of the current Agreement shall remain in effect.

The Current Estimate is a best good faith estimate at this particular point in time. Consequently, the particular line items indicated in the Current Estimate may need to be modified/substituted to allow staff to respond to the inherently dynamic redevelopment environment; however, the not-to-exceed amount will remain constant. Also consequently, funds for these services would be charged to the Downtown TIF account; however, this may need to be modified to the appropriate account based on the actual task order.

### ATTACHMENT:

- A. Current Estimated Environmental Project Costs
- B. Proposed Resolution Authorizing Addendum
- C. Proposed Agreement Addendum
- D. Current Agreement for Professional Services

### RECOMMENDATION:

It is recommended that the Village Council place the subject item, to amend the current Professional Services Agreement with Versar, Inc. on the Village Council Consent Agenda for Tuesday, March 5, 2002.

Project Description	Estimated Contract Amt
<b>PARKING DECK</b>	
Phase III Weiher Property/Hart Garage	\$ 25,000.00
Phase III Hart (Curtiss/Existing Residence)	\$ 10,000.00
Phase I New Hart Location (719 Rogers Street)	\$ 2,800.00
Phase II New Hart Location (719 Rogers Street)	\$ 4,000.00
Phase III New Hart Location (719 Rogers Street)	\$ 25,000.00
Kardynalski - Remediation Lead	\$5,000.00
Kardynalski - Remediation Asbestos	\$5,000.00
<b>Sub-total Deck Project Estimates</b>	<b>\$ 76,800.00</b>
<b>CURTISS BLOCK</b>	
Phase III Village Owned (Johnson Printers)	\$ 50,000.00
Phase II & III Village Owned (Balance)	\$ 36,000.00
Phase I Krause	\$ 3,000.00
Phase II & III Krause	\$ 8,000.00
Phase I Hultman	\$ 3,000.00
Phase II & III Hultman	\$ 6,000.00
Phase I Giordano's	\$ 2,500.00
Preliminary Geotech (4 borings)	\$ 15,000.00
<b>Sub-total Curtiss Block Estimates</b>	<b>\$ 123,500.00</b>
<b>MISCELLANEOUS</b>	
Potable Water Ordinance	\$ 5,000.00
<b>Total Miscellaneous Expenses</b>	<b>\$ 5,000.00</b>
<b>Total Estimated \$ 205,300.00</b>	
<b>PROGRAM MANAGEMENT</b>	
Program/Project Management (10% of Estimated)	\$ 20,530.00
<b>Total Program Management Expenses</b>	<b>\$ 20,530.00</b>
<b>GRAND TOTAL ESTIMATE \$ 225,830.00</b>	

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

**A RESOLUTION AUTHORIZING AN ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF DOWNERS GROVE AND VERSAR, 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 Addendum to a Professional Services Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Versar, Inc. (the "Engineer"), providing for certain amendments to the original professional services agreement dated September 18, 2001 for environmental services, as set forth in the form of the Addendum to 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

**ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE VILLAGE OF DOWNERS GROVE AND VERSAR, INC.**

THIS ADDENDUM dated this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as "Owner"), and Versar, Inc., an Illinois corporation (hereinafter referred to as "Engineer"), in consideration of the following mutual covenants, terms and agreements, hereby agree to amend the Agreement for Professional Services Between The Village Of Downers Grove And Versar, Inc. ("Agreement"), dated September 18, 2001, as follows:

1. The following paragraph is inserted as paragraph 1.1.7 of the Agreement:

*1.1.7 The total aggregate amount for all Letter Agreements executed between Owner and Engineer pursuant to this Agreement shall not exceed Two Hundred and Twenty-Five Thousand Eight Hundred and Thirty Dollars (\$225,830.00). Any work that will exceed this amount must be approved in writing by Owner prior to commencement of the work.*

2. All terms and conditions of the September 18, 2001 Agreement shall apply equally to this Addendum Agreement, including the term of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year first specified above.

VILLAGE OF DOWNERS GROVE

VERSAR, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY**

**INITIATED:** Director of Redevelopment **DATE:** September 18, 2001  
(Name)

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

**NATURE OF ACTION:**

- Ordinance
- Resolution
- Motion
- Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to Adopt " RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF DOWNERS GROVE AND VERSAR, INC. ", as presented.

*ep*

**SUMMARY OF ITEM:**

Adoption of this resolution will authorize an environmental services agreement between the Village of Downers Grove and Versar, Inc.

**RECORD OF ACTION TAKEN:**

9/18; Res. 2001-78

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9/18 Res.  
2001-78

## COUNCIL WORKSHOP ITEM

**ITEM:** Professional Services Contract Recommendation, 2001/2002  
Environmental Services

**DATE:** September 5, 2001

**PREPARED BY:** Brian Pabst, Director of Redevelopment

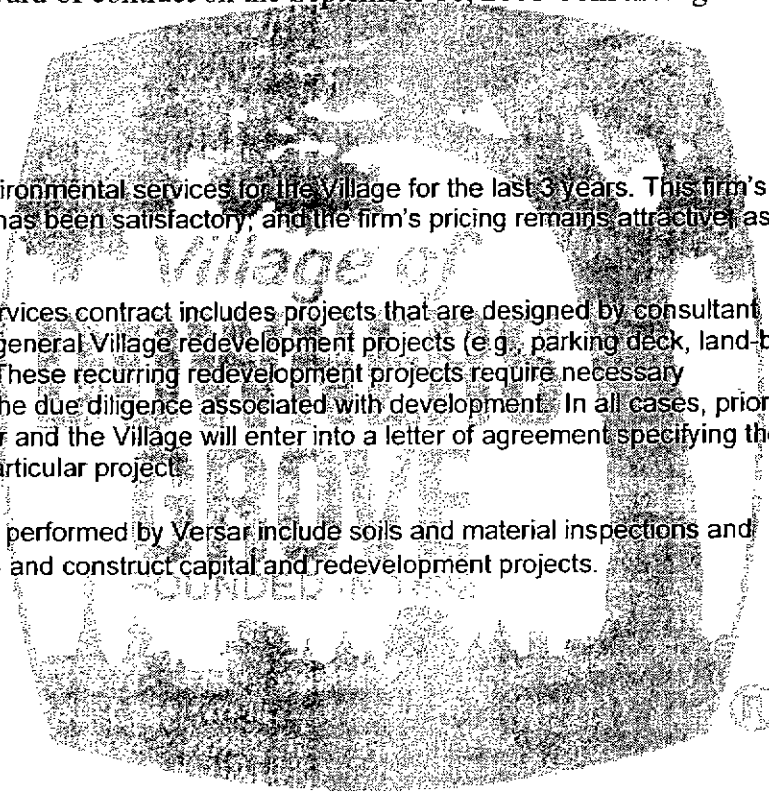
**PURPOSE:** Place award of contract on the September 18, 2001 Consent Agenda.

### DISCUSSION:

Versar Company has provided environmental services for the Village for the last 3 years. This firm's work regarding redevelopment projects has been satisfactory, and the firm's pricing remains attractive as the attached comparison shows.

The scope of the environmental services contract includes projects that are designed by consultant architects/engineers in addition to general Village redevelopment projects (e.g., parking deck, land-bank, "Curtiss Block Development, etc). These recurring redevelopment projects require necessary environmental testing as a part of the due diligence associated with development. In all cases, prior to beginning work on a project, Versar and the Village will enter into a letter of agreement specifying the terms and scope of work for that particular project.

Environmental services that will be performed by Versar include soils and material inspections and analyses necessary to plan, design and construct capital and redevelopment projects.



### ATTACHMENT:

Versar contract.

### RECOMMENDATION:

Place award of the contract to Versar Inc. at the quoted prices on the September 18, 2001 consent agenda.

RESOLUTION NO. 2001-78

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN THE VILLAGE OF DOWNERS GROVE AND VERSAR, 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 "Owner") and Versar, Inc. (the "Engineer"), for environmental services, 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 Mayor 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.

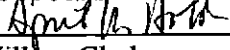
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

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: September 18, 2001

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

AGREEMENT  
FOR  
PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into in the Village of Downers Grove, State of Illinois, this 18th day of September, 2001 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 Versar, Inc. whose address is 200 W. 22<sup>nd</sup> Street, Suite, 250, Lombard, IL 60148 (hereinafter referred to as "ENGINEER") for certain environmental, civil and geotechnical 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**

- 1.1. General
  - 1.1.1 The ENGINEER shall provide environmental investigation and testing, subsurface exploration and testing, inspection and testing of construction materials, construction observation and report preparation, and any other environmental, civil or geotechnical engineering services, as may be agreed to in a Letter Agreement entered into between OWNER and ENGINEER.
  - 1.1.2 A separate Letter Agreement shall be executed by the OWNER and ENGINEER for each construction project for which the OWNER desires and the ENGINEER to provide engineering services.
  - 1.1.3 Each Letter Agreement shall be prepared by the ENGINEER in consultation with the OWNER, and shall include:
    - a. Location of Project.
    - b. Description of Project.
    - c. In the case of environmental investigation, whether the report need comply with State or Federal requirements.
    - d. In the case of Subsurface Exploration, whether the report need comply with IDOT requirements.
    - e. In the case of Construction Observation and Testing, whether material approvals must conform to IDOT requirements.

- f. Description of Environmental Investigation Program to include the number, location and type of field tests and samples required and the type and number of laboratory tests to be performed.
- g. Description of Subsurface Exploration Program to include the number, depth and location of borings and the type and number of laboratory tests to be performed.
- h. Statement describing the Field and Laboratory Testing Program recommended.
- i. Description of the questions to be addressed, types of recommendations to be made, and nature and extent of background information, to be included in the final report.
- j. An estimate of manpower hours, equipment usage, and description and number of tests required to complete the recommended testing program and prepare report, along with the related costs utilizing those fees listed on Exhibit A.
- k. Cost of any restoration work required excluding filling of boreholes and patching pavement over boreholes, which is incidental to the cost of boring.
- l. An estimate of the cost of the services for the project and a "not-to-exceed" amount for the project services.

1.1.4 Each Letter Agreement shall be presented to the OWNER within ten calendar days from the date on which the ENGINEER receives a written request from the OWNER for engineering services. Execution of the Letter Agreement by the owner shall constitute acceptance of the terms therein. One copy of the Letter Agreement shall be returned to the ENGINEER.

1.1.5 The ENGINEER shall begin work within three days from receipt of the Letter Agreement. The ENGINEER shall be responsible for coordinating his work schedule with the Contractor's work schedule such that full compliance with Section 1.3 of this Agreement is achieved.

1.1.6 The ENGINEER shall perform all required services consistent with accepted standards of practice for professional environmental, civil and geotechnical engineers.

## 1.2. Subsurface Exploration

1.2.1 The ENGINEER shall determine the existence and location of underground utilities and structures in the area of subsurface exploration. The OWNER shall inform the ENGINEER of the existence and location of its underground utilities and structures. The ENGINEER shall be responsible for damage by his forces or those of his subcontractors to underground utilities or structures; provided, however, that the ENGINEER shall not be liable for damages to underground utilities or structures, resulting from the ENGINEER'S reliance on field locations inaccurately marked by

employees or agents of the OWNER of said underground structures.

- 1.2.2 The ENGINEER shall select the boring locations and depths and types of samples required, log the borings, direct the sampling operation, and supervise the transporting of samples to the laboratory. All borings shall be plotted within two feet horizontally of their true locations and within 0.25 feet of their true vertical elevation.
- 1.2.3 The ENGINEER shall be responsible for any and all damage caused by the ENGINEER or his drilling subcontractor except as stated in 1.2.1 above. The ENGINEER shall backfill all boreholes and patch any disturbed pavement.
- 1.2.4 The ENGINEER shall establish a field and laboratory testing program designed to provide sufficient data for the preparation of a true and accurate analysis of the site and the preparation of design recommendations.
- 1.2.5 The ENGINEER shall perform all sampling and testing in accordance with the current standards of the American Society for Testing and Materials (ASTM) for the specific type of sampling or testing involved. The ENGINEER shall also conform his work to the current requirements of State and Federal agencies, unless specifically directed otherwise by the OWNER in the Letter Agreement.
- 1.2.6 The ENGINEER shall establish design parameters based upon laboratory test results, field data and general engineering principles. Specific design recommendations shall be based upon all material factors, including without limitation the structure's use, settlement tolerances, loads, methods of construction, frost susceptibility, and cost. Technically feasible alternate methods of construction or design shall be evaluated on the basis of probability of construction's conforming to design parameters durability of construction, estimated costs, etc.
- 1.2.7 Formal reports, (as differentiated from field reports) shall be prepared for each project by the ENGINEER as described in the Letter Agreement. Each report shall include such exhibits as are necessary to illustrate and support the report and recommendation.
- 1.3. Construction Observation and Testing
- 1.3.1 The ENGINEER'S representative on a project shall familiarize himself with the construction drawings and specifications. The ENGINEER'S representative shall be required to attend a pre-construction meeting with the Contractor's superintendent, the OWNER'S engineer and other appropriate persons. The ENGINEER'S representative shall explain to the Contractor at this meeting, the requirements for providing material for sampling, the ENGINEER'S notice requirements, which inspection tickets/reports the Contractor must furnish, and all other necessary information such that proper construction observation and testing can be accomplished.
- 1.3.2 The ENGINEER shall be responsible for establishing a field and laboratory testing program specifically designed to demonstrate that the materials used and the construction itself conform to the contract plans and specifications. The ENGINEER'S representative shall inform the Contractor's superintendent as to the types and frequency

of testing required, the advance notice requirements of the ENGINEER, the IDOT requirements for inspected materials. The ENGINEER shall obtain from the Contractor the construction schedule, the intended source of construction materials, and batch plant locations.

- 1.3.3 The ENGINEER shall conduct such field tests as may be required by generally accepted engineering practices or specifically requested by the OWNER, such as density tests on subgrade, base and asphalt, utilizing a nuclear density meter; slump, air entrainment and temperature of plastic concrete; compressive strength of concrete cylinders. All testing is to be performed in accordance with the appropriate ASTM and IDOT standards.
- 1.3.4 The ENGINEER shall prepare field reports for each day the ENGINEER'S representative is at the project site. Such daily reports shall include, without limitation, weather conditions, type and quantity of materials placed that day, any instructions given the Contractor, a description of testing performed, the results of such testing and any other significant observations. The ENGINEER shall also prepare any forms or reports related to material inspections required by State or Federal agencies.
- 1.3.5 The ENGINEER shall conduct laboratory tests as may be required by generally accepted engineering practices or as specifically required by the OWNER, such as: particle size distribution, particle settling, plasticity, aggregate quality, proctor, compressive strength, asphalt extraction, Illinois bearing ratio, unconfined compression, triaxial shear, consolidation, etc. All testing is to be performed in accordance with the appropriate ASTM and IDOT standards. Results shall be reported to the OWNER on forms that fully disclose all information necessary to interpret the results, including the physical condition of materials, source of materials, conditions of testing, etc.
- 1.3.6 The ENGINEER shall make periodic observations of the Contractor's work in progress and make such tests as are necessary to form an opinion as to whether the work conforms to the contract plans and specifications. Immediate notice of all defective work observed must be made to the OWNER. The ENGINEER is not responsible for the direction or supervision of the Contractor, his employees or agents by virtue of the Contractor's being solely responsible for the methods of construction, direction of personnel, and control of machinery, falsework, scaffolding, or other temporary construction aids, all matters related to safety in, on, or about the project site relative to the Contractor, subcontractor, their employees or agents. Acts or omissions shall be the sole responsibility of the Contractor.

## **SECTION 2 - OWNER'S RESPONSIBILITIES.**

- 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, the ENGINEER shall obtain written confirmation from the OWNER that rights of access have been granted.

- 2.2 The OWNER shall inform the ENGINEER as to the nature and scope of each project in sufficient detail to permit the ENGINEER to properly prepare the Letter Agreement as required in 1.1.3 above.
- 2.3 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.
- 2.4 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.
- 2.5 The OWNER shall provide all information in its possession, custody, or control which relates to the site, its present and prior uses, or to activities at the site which may bear upon the services of the ENGINEER under this Agreement, including, but not limited to, the following:
- (i) a legal description of the site, including boundary lines and a site plan;
  - (ii) historical information as to the prior owners of the site;
  - (iii) identification of the known location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site;
  - (iv) a description of known activities which were conducted at the site at any time by the OWNER or by any person or entity which would relate to the services provided by the ENGINEER; and
  - (v) identification, by name, quantity, location, and date, of any releases or handling of known hazardous substances (as defined herein).
- 2.6 The OWNER shall be fully responsible for obtaining the necessary authorizations to allow the ENGINEER, its agent, subcontractors and representatives, to have access to the site and buildings thereon at reasonable time throughout contract performance by the ENGINEER. ENGINEER will take reasonable precautions to minimize damage to the site from use of equipment.
- 2.7 To the extent required by law, OWNER shall promptly report regulated conditions, including, without limitation, the discovery of releases of hazardous substances, at the site to the appropriate public authorities in accordance with applicable law.

### **SECTION 3 - PERIOD OF SERVICE**

- 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 the period from September 18, 2001 through September 18, 2002, except that this agreement shall survive to the extent necessary to control the delivery of all services required under any Letter Agreement(s) executed on or before April 30, 2002. Annual extension of this agreement may be negotiated not to exceed two (2) additional years.

**SECTION 4 - PAYMENTS TO ENGINEER**

4.1 The ENGINEER shall be compensated for services provided under specific Letter Agreements and in accordance with the rates specified in Exhibit A "Environmental/Civil/Geotechnical 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 <sup>Twenty-fifth</sup> ~~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. Invoices shall be paid within forty-five (45) days of receipt. *ETK RAG*

**SECTION 5 - GENERAL CONSIDERATIONS**

5.1 Notices

Village of Downers Grove \_\_\_\_\_  
Village Manager \_\_\_\_\_  
801 Burlington Avenue \_\_\_\_\_  
Downers Grove, IL 60515 \_\_\_\_\_  
(ENGINEER contact information)

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 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

a. 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.

- b. Professional Liability Insurance - minimum amount of \$1,000,000.00
- c. 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.
- d. Worker's Compensation Insurance as provided for by statute, including occupational disease provisions, for all persons employed by the ENGINEER or 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.
- e. 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).
- f. 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.
- g. 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.

5.7. LAWS TO BE OBSERVED

A. Vehicle Backing Precautions

Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (back up alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to

signal that it is safe to back up.

B. Overweight, Overwidth and Overheight Permits

The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission as follows:

1. The Police Department Traffic Supervisor will receive and issue all overweight, overwidth, or overheight permits.
2. The Police Department, upon receiving such a request, will determine and direct permit applicant which route will be authorized.
3. The Police Department will retain one copy of the completed permit form, and one copy will be forwarded to Village Operations Center (V.O.C.).

C. 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:

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 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. 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 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.  
(Files 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 make progress to cure or 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. If terminated, the OWNER shall pay the ENGINEER its cost incurred to the date of termination and through demobilization, including cancellation charges.

#### 5.12 Sexual Harassment

The bidder or supplier shall, as a party to a public contract, have 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 bidder's or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

#### 5.13 Limitation of Liability

Limitation of liability will be addressed on a case by case basis in each Letter of Agreement entered into by the parties.

#### 5.14 Drug Free Work Place

The Owner, 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 contractor'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 contractor'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.

#### 5.15 Discrimination

Contractor, its employees and subcontractors, 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 are specifically incorporated herein.

The American's 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.

**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: *Bill Krug*  
Mayor

DATE: September 18, 2001

ATTEST: *April N. Hold*  
Village Clerk

(SEAL)

ENGINEER:

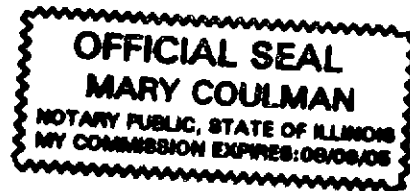
Versar, Inc.  
Firm

BY: *Edward J. Krug*  
TITLE: VICE PRESIDENT

DATE: 9-20-01

ATTEST: *Mary Coulman*

(SEAL)



**EXAMPLE OF REQUIRED CERTIFICATE OF INSURANCE FOR CONTRACT WORK FOR  
 THE VILLAGE OF DOWNERS GROVE.**

**PROJECT:** \_\_\_\_\_ - Project # \_\_\_\_\_

<u>GENERAL LIABILITY</u>	<u>LIMITS OF LIABILITY IN THOUSANDS (000)</u>	
(X) COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE	\$ 1,000
	PRODUCTS COMP/OPS AGGREGATE	\$ 1,000
	PERSONAL & ADVERTISING INJURY	\$ 1,000
(X) OCCURRENCE	EACH OCCURRENCE	\$ 1,000
	FIRE DAMAGE (ANY FIRE)	\$ 50
	MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5

<u>AUTOMOBILE LIABILITY</u>		
( ) ANY AUTO	COMBINED SINGLE LIMIT	\$ 1,000
(X) ALL OWNED AUTOS	BODILY INJURY (PER PERSON)	\$ 500
( ) SCHEDULED AUTOS		
(X) HIRED AUTOS	BODILY INJURY (PER ACCIDENT)	\$ 1,000
(X) NON-OWNED AUTOS (PER ACCIDENT)	PROPERTY DAMAGE	\$ 250
( ) GARAGE LIABILITY		

<u>EXCESS LIABILITY</u>		
( )	EACH OCCURRENCE	\$
( ) OTHER THAN UMBRELLA FORM	AGGREGATE	\$

<u>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</u>		
STATUTORY	EACH ACCIDENT	\$ 500
	DISEASE - POLICY LIMIT	\$ 500
	DISEASE - EACH EMPLOYEE	\$ 100
OTHER	<u>Professional Liability</u>	<u>\$ 1,000</u>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE VILLAGE OF DOWNERS GROVE, AND ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED  
 ADDITIONAL INSURED FOR THE \_\_\_\_\_ - Project # \_\_\_\_\_

Project # \_\_\_\_\_

**EXHIBIT A**  
**2001-2002**

**VILLAGE OF DOWNERS GROVE**

**Project Name: Environmental, Civil and Geotechnical Services**  
**Environmental, Civil and Geotechnical Fee Schedule**

**Schedule of Rates and Charges**

(Engineering Services: Versar Midwest Regional Office)

**PROFESSIONAL FEES:** The staff of Versar's Midwest Regional Office is comprised of highly qualified professionals offering a broad range of scientific, regulatory, and risk management services that provide sound solutions to environmental problems. Versar charges its Clients for services provided based on the skill level (labor category) of each professional assigned to the Client's project. For billing purposes, Versar provides the following staff classifications to designate relative experience, training, and accomplishment within a technical field and the standard hourly fees charged for services.

Corporate Principal	\$165/hr	Professional Level 3	\$80
Professional Level 10	150	Professional Level 2	72
Professional Level 9	140	Professional Level 1	65
Professional Level 8	130	Senior Technician T3	60
Professional Level 7	120	Staff Technician T2	55
Professional Level 6	110	Technician T1	47
Professional Level 5	100	Word Processor	44
Professional Level 4	90		

The above hourly rates represent Professional Fees charged by Versar for work performed within the continental U.S. A rate is established for each functional classification of employee, based on qualifications and experience. For projects conducted outside the continental U.S., premium rates may be applied to adjust for cost-of-living differential. Payment is required in U.S. dollars within thirty (30) days after receipt of invoice, or interest and penalties may be applied.

**LITIGATION RATES:** When Versar professionals are preparing or engaged in depositions or expert testimony the above rates will be increased by 50%.

**REIMBURSABLE EXPENSES:** Project-related expenses including (but not limited to): local and out-of town travel, long distance telephone charges, messenger/delivery charges, computer use and printing are billed at cost plus fifteen percent. Air Travel is obtained at the most economical fare basis for the project involved.

**SUBCONTRACTOR CHARGES:** Expenses incurred by Versar for retaining subcontractors on behalf of the Client and rental of special equipment shall be billed at cost plus fifteen percent.

**CONFIDENTIALITY:** Versar holds confidential all acquired Client information, not otherwise previously known by us to be in the public domain, unless such information comes into the public domain through no fault of ours or is furnished to us by a third party who is under no obligation to keep such information confidential.

**BEST EFFORTS:** Versar undertakes all assignments for clients on a best effort basis. Our findings and recommendations will reflect our best judgement based on the information available to us; accordingly, a difference of opinion on a question of professional judgement shall not excuse a Client from paying for the services rendered.

The above rates are modified annually on October 1 or otherwise at the discretion of Versar.

(Effective January 1, 2001)