

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Redevelopment **DATE:** June 3, 2003
(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 AN AGREEMENT FOR GEOTECHNICAL ENGINEERING, INSPECTION AND TESTING SERVICES DURING THE CONSTRUCTION OF AND FOR THE DOWNERS GROVE MULTI-STORY PARKING STRUCTURE BETWEEN THE VILLAGE OF DOWNERS GROVE AND VERSAR, INC.", as presented.



SUMMARY OF ITEM:

Adoption of the attached resolution will authorize an agreement between the Village of Downers Grove and Versar, Inc. for geotechnical engineering, inspection and testing services during construction of the CBD multi-level parking deck

RECORD OF ACTION TAKEN:

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR
GEOTECHNICAL ENGINEERING, INSPECTION AND TESTING SERVICES
DURING THE CONSTRUCTION OF AND FOR THE
DOWNERS GROVE MULTI-STORY PARKING STRUCTURE
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 "Village") and Versar, Inc. ("Versar" or "Consultant"), for geotechnical engineering, inspection and testing services during construction of the CBD multi-level parking deck, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

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

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

AGREEMENT FOR GEOTECHNICAL ENGINEERING, INSPECTION AND TESTING SERVICES DURING THE CONSTRUCTION OF AND FOR THE DOWNERS GROVE MULTI-STORY PARKING STRUCTURE

This Agreement is made this ___ day of _____, 2003 by and between Versar, Incorporated ("Versar" or, "Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for geotechnical engineering, inspection and testing services during construction of a multi-level parking deck; and

WHEREAS, Versar served as the geotechnical engineer during design and pre-construction, and previously investigated subsurface conditions and developed geotechnical engineering recommendations for foundation design and construction of the new parking deck to be constructed south of Curtiss Street, between Main Street and Washington Street, in downtown Downers Grove (see Versar Report No. 110242.0002.001, *Geotechnical Investigation, Proposed Parking Garage, Downers Grove, Illinois*, dated March 2002, and Versar Report No. 110242, 0003.001, *Supplemental Geotechnical Report, Proposed New Parking Garage, Downers Grove, Illinois*, dated September 2002); and

WHEREAS, Versar's geotechnical engineering analyses and recommendations have been incorporated into the engineering design of the parking deck in that Versar recommended the use of deep foundations (auger-cast piles) to support the structure, multiple pile foundation systems (i.e., piles with variable load-carrying capacities, lengths, top and bottom elevations) as a requirement due to the character of the subsurface materials encountered at the Site, the large excavation under half the structure, and the relatively large variation in column loads, and construction of a storm water detention structure beneath the western half of the parking deck to handle both on-site and off-site drainage from the Central Business District, and finally recommended that the storm water detention structure involve a 12- to 14-foot deep partially braced excavation; and

WHEREAS, Versar, the Consultant, is willing to perform the geotechnical engineering, inspection and testing services enumerated herein for compensation and in accordance with the terms and conditions described in this Agreement,

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Scope of Services

The project consists of a five-level, approximately 750 parking space, parking structure employing a deep foundation system, a poured-in-place concrete structure with post-tensioned reinforcement, pre-cast architectural façade panels and related systems and equipment as well as related site development work to include utilities, storm water detention, related infrastructure, roads/streets, sidewalks and landscaping. The architectural cladding consists of pre-cast concrete panels with inset brick masonry panels, glass curtain-wall stair fenestration and cast stone string-coursing and other eclectic architectural details.

The Consultant shall provide a scope of services consistent and in accordance with this project, all laws and code

requirements. The Consultant shall test, report, and serve as an integral part of the design and construction team. The Consultant shall also perform geotechnical support services as described below.

Geotechnical aspects.

The successful completion of a project such as the new parking deck is dependent upon the procedures and quality of construction of the Site development work and foundation construction as delineated in the geotechnical engineering reports and subsequent structural design. These activities should be performed under the inspection of the Geotechnical Engineer as a necessary continuance of preceding geotechnical engineering. Versar will provide geotechnical engineering, inspection and testing services during construction of the new parking deck, as recommended in the above-referenced geotechnical reports and summarized below.

Task 1. Pile Load Tests

The pile load tests are to be performed, as specified in Section 4.3.5 of the Geotechnical Investigation Report, to verify the estimated pile capacities and lengths and to form a basis for installation of the production piles. Vertical pile load tests are to be conducted in accordance with ASTM Designation D1143-81, *Standard Test Method for Piles Under Axial Compressive Load*, and incorporate all other interpretation criteria and recommendations included in the Geotechnical Investigation Report.

Versar recommends a total of three pile load tests be conducted at the Site prior to the installation of production piles to confirm that the foundation system will perform as predicted. One pile load test should be conducted in the eastern half of the parking structure for the 200 kip piles, one pile load test should be conducted in the western half of the parking structure for the 175 kip piles, and one pile load test should be conducted in the western half of the structure for the 126 kip piles.

The pile load tests are to be performed by the foundation contractor under Versar's supervision. Versar will review and approve the Contractor's load test procedures and equipment, observe all aspects of the test program, including installation of the test piles, make all necessary measurements during loading and unloading of the test piles, and interpret the pile load test results to determine the safe pile load.

Task 2. Inspection and Testing of Production Piles

Inspection and testing of each pile is to be performed as specified in Section 5.3 of the Geotechnical Investigation Report and Section 7.4 of the Supplemental Report to confirm the completed pile is installed in accordance with the criteria outlined in various sections of the Geotechnical Investigation Report and the Supplemental Geotechnical Report.

The foundation design includes three different pile capacities and approximately 14,000 linear feet of auger cast piling to support the structure. Versar will document installation of each pile to confirm the completed pile is the desired size and length and that it is supported on dense natural soils. Versar will observe field conditions during pile installation to determine that soil conditions are as anticipated and/or so that they can modify their recommendations, if necessary. Documentation of pile construction will include the depth and diameter of the auger hole, the actual volume of concrete pumped into each auger hole, any problems with installation, and how those problems were resolved.

As a further check on pile continuity, Versar recommends the foundation contractor use non-destructive

impulse testing on at least 10 percent of the completed piles to check pile continuity. In particular, piles which experience some difficulty during construction should be checked for continuity. Versar will observe and document pile impulse testing.

Task 3. Engineering Evaluation and Review of Foundation Construction

Geotechnical engineering evaluation of each pile is to be performed as specified in Section 5.3 of the Geotechnical Investigation Report and Section 7.4 of the Supplemental Report to confirm the completed pile will support the structure as designed.

Versar's geotechnical engineer will review all pile installation reports, with particular attention to any problems encountered during construction or any concerns regarding load-carrying capacity. Versar's geotechnical engineer will modify our recommendations, as appropriate, to ensure that the structure is adequately supported for column service loads and to minimize differential settlements.

Versar's geotechnical engineer will observe sheet pile installation, mass excavation, proof-rolling operations, and inspect the foundation excavations to verify that subsurface conditions are as anticipated. They will assist the Contractor in developing optimum earthwork construction procedures. They will coordinate with the Contractor, design engineer and the Village of Downers Grove to review and modify their geotechnical recommendations, as appropriate, if soil conditions are different than anticipated.

Task 4. Earthwork Inspection and Testing

Inspection and testing of Site earthwork operations are to be performed as specified in Section 5.3 of the Geotechnical Investigation Report and Section 7.4 of the Supplemental Report to check that the geotechnical aspects of the work are performed in accordance with the criteria outlined in applicable sections of the Geotechnical Investigation Report and the Supplemental Geotechnical Report.

Versar will perform field and laboratory tests to confirm that material quality, compaction and strength are consistent with the plans and specifications and the parameters upon which our recommendations are based. Versar will observe field conditions during Site grading operations to determine that soil conditions are as anticipated and/or so that we can modify our recommendations, if necessary. Versar will check the subgrade and base material prior to asphalt and/or concrete placement.

Versar will provide the following geotechnical inspection and testing activities for this project:

- Observing Site clearing and excavation operations to check that organic material, concrete, brick, asphalt, wood, construction debris and other deleterious materials within the building footprint are removed and properly disposed;
- Observing installation of earth retention and bracing systems along the south and west sides of the excavation for the storm water detention structure;
- Observing proof-rolling operations to check for soft or unstable soils;
- Observing mass grading and foundation excavation operations to assist with segregation, stockpiling and/or off-site disposal of impacted soils;
- Observing compaction operations and/or inspect utility trenches, foundation excavations, trench drain excavation and subgrades for floor slabs and pavements to check for soft or unstable soils, unanticipated groundwater or standing or ponded water, and to confirm that Site earthwork has been conducted in accordance with plans and specifications;

- Sampling materials proposed for use as fill, borrow, subgrade and backfill. Preparing and testing the samples to determine suitability for use, classification, moisture-density relationship and compressive strength, as applicable;
- Performing in-situ nuclear density tests of fill, subgrade and base materials to determine the moisture content and percent compaction of the soil materials at the frequency specified.
- Preparing daily construction inspection reports, summarizing earthwork activities, equipment, inspection and test results. The daily reports will document the removal of unsuitable and/or impacted materials, proof-rolling operations, foundation and utility trench excavations, floor slab and pavement subgrade preparation. The daily reports will include the results of all in-situ nuclear density tests.

Versar will test selected soil and subbase samples to determine suitability for use, classification, moisture-density relationship and compressive strength, as applicable. Geotechnical laboratory testing will likely include Atterberg limits, natural moisture content, dry density, sieve analysis, Standard Proctor Density tests, and unconfined shear strength. All testing will be in accordance with applicable American Society for Testing and Materials (ASTM) standard test methods.

Task 5. Geotechnical Instrumentation

The geotechnical instrumentation should be continuously monitored and maintained throughout the course of the project, as specified in Section 7.3 of the Supplemental Report to check that soil and foundation movements are as anticipated, and to allow for adjustments or modifications, if necessary, to foundation design and installation criteria.

Maintenance Requirements

Versar will work with the Village and the Contractor to maintain the heave points and settlement markers continuously throughout the course of the project. Versar will provide parts for the heave points (as necessary) and supervise all activities related to their maintenance. The Village and/or the Contractor will be responsible for optical surveying, as outlined below.

The exposed portion of the outer pipe should be maintained at a manageable height of between one and four feet above the ground surface. The exposed portion of the outer pipe should be painted a bright orange so it is clearly visible to construction crews. The Contractor should excavate the soils around the heave points (within 18 to 24 inches) by hand to avoid damage to the instruments. The Contractor should erect heavy steel or wooden barriers around the heave points to protect them at all times.

Sections of the inner and outer pipe should be removed simultaneously to maintain the top of the pipe at a manageable one to five feet above the surface. The top of the inner pipe should be optically surveyed before and after removing each section of pipe. In addition, the length of the subtracted section of pipe should be measured to the nearest 0.01 feet.

Permanent markers (chiseled "X" or similar) should be established by the Contractor, in consultation with Versar and the Village, on the main structural columns supported by the pile caps, and the elevations transferred from the pile caps to the columns using optical survey methods as construction progresses. The settlement markers should be transferred in such a way as to maintain continuous records.

Monitoring Requirements

Optical survey methods will be used to monitor both the heave points and the settlement markers. The heave points should be read by the Contractor's surveyor once a month for the duration of the project, including at least twice prior to the start of excavation. The heave points are read by surveying the elevation of the top of the inner pipe. Changes in elevation will indicate equivalent amount of heave/settlement at the depth of the anchor.

The settlement markers should be read by the Contractor's surveyor at least once a month for the duration of the project, and more frequently if directed by the geotechnical engineer (due to unexpected or erratic foundation movements).

All heave point and settlement data should be tied to a permanent bench mark established at the same time or prior to installation of the heave points. The permanent bench mark should be tied to United States Geological Survey (USGS) data, and located sufficiently away from the structure so as to not be influenced by the excavation or installation of the earth retention system or foundations.

Surveying data from the settlement monitoring program should be available to Versar on a timely basis (within 3 business days of data collection) to assess the field conditions and so that appropriate adjustments in pile design and installation criteria can be made, if necessary, during the course of the project. Versar will plot and evaluate the geotechnical instrumentation data, and issue monthly letter reports.

Task 6. Project Management

The Village and Versar agree that Project Management services are essential to ensure the geotechnical engineering, inspection and testing services agreed upon herein are provided as stated. Project management services will be provided as outlined in the following paragraphs.

2. Project Organization and Team

A. People:

Versar's Project Manager, Gary Goodheart, will be the primary point of contact for the Contractor and the Village of Downers Grove. Versar's Assistant Project Manager will be John Angstmann. Mr. Goodheart will be assisted by other Versar staff, as necessary. Versar's field personnel are fully qualified to perform all geotechnical inspection and testing. Mr. Goodheart will be responsible for all technical issues, and for tracking project schedule and budget. Mr. Goodheart will attend all project meetings pertaining to geotechnical engineering, review daily reports and issue monthly reports pertaining to geotechnical engineering

B. Duties:

Versar will provide construction support services with respect to geotechnical engineering, including attending project team meetings, review and comment on construction plans and specifications and/or proposed modifications, assist with review and evaluate contractor bids, proposed methods and/or modifications, attend the pre-construction meeting, perform on-site geotechnical monitoring and inspection and attend job-site progress meetings as needed and will review Contractor submittals of earth retention and bracing systems and related work to ensure that the Contractor's proposed methods of construction are in accordance with the Geotechnical Engineer's recommendations and intentions.

Versar will provide monthly summary reports of all geotechnical inspection and testing activities. The monthly geotechnical reports will document Site earthwork activities, identify problem areas and solutions, and document Versar activities and decisions.

C. Costs:

TOTAL COST ESTIMATES

Versar estimates the cost to provide geotechnical engineering, inspection and testing services during construction of the new parking deck, on a not-to-exceed basis, as follows:

TASK DESCRIPTION	ESTIMATED COST (NTE - per Task)
1. Pile Load Tests	\$49,900.00
2. Inspection and Testing of Production Piles	\$58,600.00
3. Engineering Evaluation and Review of Foundation Construction	\$8,525.00
4. Earthwork Inspection and Testing	\$29,575.00
5. Geotechnical Instrumentation	\$13,275.00
6. Project Management	\$37,425.00
Total Fee (Not to Exceed)	\$197,300.00

Versar's estimated costs include all labor, testing equipment, supervision, reporting, and incidental expenses. A detailed breakdown of the Versar's estimated costs to provide the services described herein is presented on the attached spreadsheet, **Exhibit B**.

As noted below, Versar's estimated costs to provide geotechnical inspection and testing are largely dependent on the contractor's schedule. As noted below, significant savings in Versar's estimated costs are possible if certain major activities (e.g., mass excavation, production pile installation, earth retention system installation) can be completed more quickly. Significant savings in Versar's estimated costs are also possible if the contractor concurrently conducts the two pile load tests in the western half of the structure; we estimate the savings could be on the order of \$10,000.

To keep costs down, Versar will provide field engineering and technician services the services for certain mass construction activities using a day rates, as indicated on the attached spreadsheet. The day rates are based on 9-hour work-days, and include the field engineer's vehicle, tools and equipment. Versar has also provided day rates for field vehicles and nuclear density testing equipment. The estimated costs for Versar's field engineering and technician services are calculated using the schedule assumed herein. All other services will be provided on a time-and-expense basis using the rates consistent with Versar's Environmental Services

Agreement with the Village dated September 2001.

The services outlined herein will be provided in accordance with this agreement. Versar will invoice the Village for services on a monthly basis during the course of the project.

D. Schedule:

Versar has the necessary resources and personnel to support all aspects of earthwork and foundation construction. Versar has projected a tentative schedule for pile load testing, production pile installation, installation of earth retention systems and bracing, mass excavation for the storm water detention structure and various other Site earthwork and foundation construction activities based on past experience and the best available information at the time (see time frames in attached cost spreadsheet). The estimated costs are based on the projected schedule, and will be adjusted once the Village has selected a General Contractor and a foundation Subcontractor has been approved.

Versar will work with the Contractor in identifying the most cost-efficient means for geotechnical/structural procedures to facilitate cost savings to the Village wherever possible. For purposes of this agreement, Versar projects that the three pile load tests will be conducted separately, and that each pile load test will take approximately one week. The Village can realize significant savings in Versar's costs for pile load testing if the foundation contractor simultaneously conducts the two pile load tests in the western half of the structure.

Similarly, for this agreement, Versar estimates excavation for the storm water detention structure will take approximately 23 days, and installation of the earth retention and excavation bracing system will take approximately one week. Versar estimates that the foundation contractor will install an average of 250 linear feet of auger cast pile per day, resulting in approximately 60 days construction time for production pile installation. This production pile estimate is based on the use of one pile installation rig working normal construction hours, and minimal down time. The actual schedule and cost for these activities will be adjusted based on the General Contractor's schedule. Versar will provide oversight for these activities based on man-days (as opposed to hourly rates), and significant savings in Versar's oversight costs is possible if these activities can be completed more quickly.

3. Term of Agreement

The term of this Agreement will be 1 year from the date of execution by both parties. The Agreement may be renewed for additional 6-month terms upon written agreement of the parties.

4. Compensation

a. Basic Fees:

The Village will pay the Consultant an amount not to exceed \$197,300.00. This shall include reimbursable non-direct expenses. Any additional work performed that would increase the contract amount must be approved in writing by the Village of Downers Grove prior to commencement.

b. Reimbursable Non-Direct Expenses:

These may include support services required to execute the scope of services such as photocopying, messenger/mail and exhibit preparation, etc.

c. Additional Services:

The Consultant has provided hourly fees per staff member or sub-consultant/subconsultant should additional services be requested and approved by the Village for each proposed staff member or sub consultant. The agreed upon fee schedule is attached as **Exhibit A**.

d. Consultant Invoices:

The Consultant has indicated that he uses unit invoicing terms. In addition to currently billed amounts, invoices shall contain an invoice or reference number, the billing period, the classifications and/or names of staff and/or sub-consultants, numbers of hours billed to the project, total 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. Prompt Payment Act

The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 30 ILCS 540/3-2, 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 30 ILCS 540/3-3. The notice shall identify the defect and any additional information necessary to correct the defect.

f. Payments

The Village shall send all payments to the following address: Versar, Inc., P.O. Box 631105, Baltimore, MD 21263-1105.

5. Insurance and Indemnification of the Village

- A. The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Consultant from claims, at a minimum set forth below which may arise out of or result from the Consultant's operations under this agreement and for which the Consultant may legally be 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 Consultant's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's 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 \$5 million for professional liability, \$1 million for general liability, \$500,000 for workman's compensation liability, and \$1 million for auto liability and an umbrella policy.
- 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 on the general, auto and umbrella policies 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.

6. 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 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 or supplier's internal complaint process including

- penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
 6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Consultant as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human

Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The 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.

F. Prevailing Wage

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.

Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

G. Standard Of Care

- a. Services performed by Versar under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering 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.
- b. Any exploration, testing surveys and analysis associated with the work will be performed by Versar for the Village's sole use to fulfill the purpose of this Agreement and Versar is not responsible for interpretation by others of the information developed. The Village recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys or explorations and the information and recommendations developed by Versar are based solely on the information available

H. Limitation Of Professional Liability

Village agrees to limit Versar's liability to Village and all construction contractors arising from Versar's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of Versar to all those named shall not exceed \$3,000,000 or total fee for the services rendered on this project, whichever is greater. Village further agrees to require of the Village's General Contractor and its subcontractors an identical limitation of Versar's liability for damages that may be suffered by the contractors or the subcontractors arising from professional acts, errors or omissions of Versar.

I. Termination

In the event of the Consultant's nonperformance or breach of the terms of the Agreement, the Agreement may be canceled, in whole or in part, upon the Village's written notice of default and the Consultant's failure to cure or make substantial progress toward curing such default within ten days of the notice. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

J. 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.

K. 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.

L. 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.

M. 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.

N. Amendment

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

O. Proposal

This Agreement includes and incorporates the Schedule of Rates and Charges of Versar (**Exhibit A**), and Versar's Estimated Cost for Geotechnical Inspection and Testing Services (**Exhibit B**). This constitutes the entirety of the agreement between the parties. There is no oral representation or other written document to this Agreement. Any addendum or amendment must be must in writing and signed by all parties.

P. 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.

Q. 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.

R. 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.

S. 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:

Mr. Riccardo Ginex
Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

Mr. Gary Goodheart
Versar, Inc.
200 W. 22nd Street, Suite 250
Lombard, IL 60148

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

Versar Incorporated

Village of Downers Grove

By: *[Signature]*

By: _____

Title: *vice President*

Title: **Village Manager**

Date: *May 5, 2003*

Date: _____

CONSULTANT'S CERTIFICATION

Consultant, _____ hereby certifies that
(Name of Consultant)

It is not barred from agreeing to this contract for:

(Description of Contract)

as a result of a violation of either Section 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 of
Article 33E of Chapter 38 of the Illinois Compiled Statutes.

Consultant further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that consultant is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Consultant further certifies that if it owes any tax payment(s) to the Department of Revenue, Consultant has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Consultant is in compliance with the agreement.

By: _____
Consultant's Authorized Agent

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this
____ day of _____, 19 ____.

or _____
NAME

Notary Public

Social Security Number

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)

