

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

**INITIATED:** Director of Redevelopment **DATE:** September 16, 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 A THIRD ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF DOWNERS GROVE AND VERSAR, INC.", as presented.



**SUMMARY OF ITEM:**

Adoption of this resolution will authorize a third addendum to the environmental services agreement dated September 18, 2001 between the Village of Downers Grove and Versar, Inc. extending the term of the agreement for one (1) year through September 18, 2004. In addition to the term extension, the engineer requests a \$5.00 per hour professional fee increase which will apply to new tasks only and will not effect fees or budgets on tasks in progress.

**RECORD OF ACTION TAKEN:**

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

**A RESOLUTION AUTHORIZING A THIRD ADDENDUM  
TO 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 Third Addendum to a Professional Services Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Versar, Inc. (the "Engineer"), providing for an extension to the original professional services agreement dated September 18, 2001 for environmental services through September 18, 2004 and provide for a \$5.00 per hour increase in professional service fees, as set forth in the form of the Third 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

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

THIS ADDENDUM dated this \_\_\_\_ day of \_\_\_\_\_, 2003, 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. That the term of the Agreement as stated in paragraph 3.2 shall be extended for an additional one (1) year period through September 18, 2004.

2. That the schedule of rates and charges shall be amended as provided for in the Consulting Services: Versar, Inc. Midwest Regional Office Schedule of Rates and Charges attached as Exhibit A.

3. All terms and conditions of the September 18, 2001 Agreement and any other addendums thereto shall apply equally to this Addendum 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**

**CONSULTING SERVICES: VERSAR, INC. MIDWEST REGIONAL OFFICE  
SCHEDULE OF RATES AND CHARGES**

**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.

Professional Level 12	\$170/hr	Professional Level 5	\$105
Professional Level 11	165	Professional Level 4	95
Professional Level 10	155	Professional Level 3	85
Professional Level 9	145	Professional Level 2	75
Professional Level 8	135	Professional Level 1	70
Professional Level 7	125	Technician 3	65
Professional Level 6	115	Project Administrator	55

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 twenty 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 twenty 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.