

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**NOVEMBER 14, 2006 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Water Line Design Services for Summit Street and Lane Place (CIP Project WA-027)	Resolution Ordinance ✓ Motion Discussion Only	David H. Barber, PE Director of Public Works

**SYNOPSIS**

A motion to accept the proposal from Gewalt Hamilton, Vernon Hills, Illinois, for design services for a water line on Summit Street and Lane Place.

**STRATEGIC PLAN ALIGNMENT**

The Village Goals for 2011 include *Top Quality Infrastructure and Facilities*. A supporting objective of this statement is to provide an *Upgraded Water System*.

**FISCAL IMPACT**

The cost for the design services will be \$22,250. Funding for this waterline improvement project is included in the proposed FY 2007 budget and is identified in the 2007-2011 Community Investment Program as project WA-027. The proposed Water Fund budget for FY 2007 includes \$30,000 for professional services and \$420,000 for the installation of the water line on Lane Place from Maple Avenue to Summit Street and on Summit Street to Main Street.

**RECOMMENDATION**

Approval on the November 21, 2006 consent agenda.

**BACKGROUND**

The completion of the computer model of the Village's water system identified the need to replace the existing water main on Lane Place south of Maple Avenue and to complete the water system loop by connecting this dead-end line along Summit Street to the existing water main on Main Street. CIP project WA-027 was added to the proposed Community Investment Program for this project. A part of the Fire Station #2 project includes the parking area along Summit Street in the same general areas where the water line project is proposed so close project coordination is necessary.

Gewalt Hamilton is the civil engineering firm associated with Fire Station #2 project and they were requested to provide a proposal for the design services for the water line project. They have also agreed to the Village's additional terms and conditions as part of their proposal. Their proposal indicated their costs for performing the field investigation, surveying and preparation of design plans to be \$25,250 which is below the project estimate of \$30,000. There may still be some additional soil boring costs for completion of the project design.

Staff recommends acceptance of the proposal from Gewalt Hamilton to design the watermain. Using this engineer will reduce the likelihood of design conflicts with work associated with Fire Station #2.

**ATTACHMENTS**

Gewalt Hamilton Proposal  
 Village's Additional Terms

September 28, 2006

Consulting Engineers  
and Surveyors

Civil, Municipal, & Traffic

850 Forest Edge Drive  
Vernon Hills, Illinois 60061  
tel 847 478 9700 fax 847 478 9701

Mr. David Barber, Director of Public Works  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515

Re: Proposal for Professional Engineering Services  
Water Main Improvements In Lane Place  
Downers Grove, Illinois GHA No. 2006.124

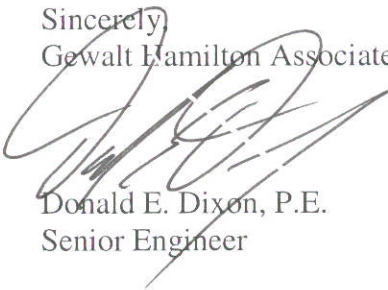
Dear Mr. Barber:

Gewalt Hamilton Associates, Inc. is pleased to provide the following proposal for professional engineering services to the Village of Downers Grove. The project consists of replacement water main in Lane Place from Maple Avenue southwardly to Summit Street and then eastwardly along Summit Street to Main Street for an approximate length of 1,110 lineal feet.

GHA is in the process of providing civil site engineering and surveying services for the Village of Downers Grove's Fire Station Number Two, located at the corner of Summit and Main and is therefore very familiar with the proposed site. Please note that this proposal is provided separately from our contracted work at the fire station.

Based on our conversations and various email correspondence regarding this project, please find the attached proposal for our services. Should you have any questions, please don't hesitate to call us. Thank you and we look forward to the opportunity to work directly with the Village of Downers Grove.

Sincerely,  
Gewalt Hamilton Associates, Inc.



Donald E. Dixon, P.E.  
Senior Engineer

Encl: GHA Proposal No. 2006.124  
Standard Terms and Conditions Attachment A

**Proposal for Professional Engineering & Surveying Services  
Water Main Replacement In Lane Place  
GHA Proposal No. 2006.124**

**Professional Services Agreement**

The Village of Downers Grove (hereinafter “Client”), and Gewalt Hamilton Associates, Inc., Tax I.D. Number 36-3426053, (hereinafter “Consultant”) agree and contract as follows:

**I. Scope of Services**

**A. Due Diligence**

- Attend a kick off meeting with the Village to discuss the project objectives and requirements. Review the Village’s specifications for water distribution and other standard construction procedures.
- Coordinate the proposed improvements with utility companies and request utility atlases to determine the location of public utilities within the limits of the proposed improvements. Based on the atlas information, we will establish those utilities that may be in conflict with the proposed water main and include their relocation in the plans. Please note that our scope does not include excavating utilities to determine their exact location and elevation in the field. If the Village should desire this level of detail in the design phase, we can secure the services of a contractor. Such work, and our management of that work, would be considered an additional service.
- Obtain Right-of-Way information for impacted streets.
- Conduct a pavement evaluation.

**B. Surveying**

- Establish our field control based upon the NAD 83 State Plane coordinate system. Elevations will be based off of the Village of Downers Grove’s benchmark system. Data shall be collected in an electronic field book format.
- Locate all topographic features within the street project limits. This data will include curbs (including type of curb), trees, pavements, driveways, sidewalks, visible property and right-of-way line monuments, and all visible utilities. The project limits will be from the intersection of Maple and Lane to the intersection of Lane and Summit to the intersection of Summit and Main. Cross sections will be taken at 50-foot stations. Each driveway centerline will be surveyed with elevations provided to 10 feet past the sidewalk or right-of-way, wherever possible. Visible utility sizes and materials will be recorded. We will coordinate with the engineering department one week in advance of each area to be surveyed. This will allow for Public Works to locate sewers, water mains, and B-boxes.

- We propose to utilize the services of Adesta, LLC to conduct a design JULIE joint meet. Adesta will locate the following facilities:
  - Communications, Sanitary Sewer, Storm Drain, Water, Street Light wiring, Gas and Electric
- A combination of electronic locating methods and any available as-built drawings will be used to identify the location of the facilities noted above. Adesta will utilize all practical methods to locate underground facilities. Adesta will not guarantee that all underground facilities have been located. Adesta will not be responsible for any unmarked facilities. All contractors performing excavations in the area of the utilities noted above are required to follow state one-call guidelines and verify the actual location of underground utilities by potholing. Paint and flags will be used to mark the utilities.
- GHA will acquire all data by high definition scanning (HDS). Elevations will be based upon the Village benchmark system. We will coordinate with the City for the basis of stationing to be used prior to commencing any fieldwork. Bound field notes defining the horizontal and vertical control used for the site will accompany all electronic data.

### **C. Preliminary Engineering**

- Provide a preliminary routing based on the survey information provided to determine the necessity of gathering easements outside of the Village right of way.
- Provide a preliminary cost estimate for the entire project.
- Meet with the Village to present due diligence findings and discuss routing options and pavement remediation.

### **D. Final Engineering**

- Submit 50% and 95% construction documents for review and comments by the Village.
- Prepare final engineering plans to include a title sheet, plan and profile sheets, cross sections (1/2 R.O.W.), construction details and plan notes, traffic control standards, and Village standard Specifications. The plans will be prepared at a horizontal scale of 1"=20' and a vertical scale of 1"=5'. All plans will be prepared on 24"x 36" sheets.
- Prepare project notes and contract-specific directions for site improvements, including working conditions, coordination with public inspection agencies, and other coordination and construction information. The Downers Grove Public Works Department will prepare project specifications.
- Prepare construction permit applications as required and forward to the appropriate parties for signatures.
- Print one set of reproducible plans for the Village and provide electronic drawing files.
- Respond to any bidding questions and issue addenda as necessary.

## **E. Services Which Are Not Included**

The following services are not included in the scope of work. These services may be provided at the request of the Architect as an additional service.

- Resident Engineering/Construction Observation.
- Meetings with public officials, agencies, or others beyond those noted.
- Attendance at public hearings.
- Site lighting or traffic signal design.
- Preparation and submission of a hydrologic and/or hydraulic analysis to the Illinois Department of Transportation Drainage Section.
- Traffic studies.
- Revisions required by changes to the site plan or permit submittals beyond those noted in the scope of services. No other permits are anticipated.
- Surveying services beyond those noted in the scope of services; preparation of plats of easement.
- Permit fees and review fees.
- Gas, electric, telephone or other public utility services design. (For informational purposes, the location of such utilities shall be depicted on our drawings based on information provided to us by the public utility company and the Adesta locate.)
- Retaining wall design, structural tank design, or other design requiring the services of a structural engineer.
- Environmental investigations.
- Wetland mitigation or preservation. \*
- Preparation and submission of Geotechnical investigations or reports. \*

\* We anticipate that the Village staff shall coordinate any Geotechnical work. Should the need for GHA to assist with this, we would be happy to do so as an additional service.

## **II. Staff and Schedule**

Mr. Donald E. Dixon, P.E., a Senior Engineer with GHA, will serve as the Project Manager for this project. Mr. Thomas J. Zeitler, PLS will provide Professional Land Surveying services. They will be assisted as needed by other GHA personnel.

The Consultant stands ready to commence work within three weeks of receipt of a signed agreement. Establishing survey control and conducting the HDS surveying of the water main alignment will take approximately 2 days and office reduction will take another 5 days. We will conduct the surveying concurrent with the due diligence process.

We expect to have due diligence complete within two weeks of reduction of the field topographic survey. Final engineering will take approximately four weeks to complete for initial submittal to the City. The schedule can be modified upon agreement between both the Client and the Consultant as project conditions dictate.

### III. Compensation for Services

<b>Phase:</b>	<b>Fee:</b>
Due Diligence (10%)	\$2,500.00
Surveying (11%)	\$2,700.00
Preliminary Engineering (34%)	\$8,075.00
Final Engineering (45%)	\$10,475.00
	<b>Total Fee: \$23,750.00</b>
ADESTA Services (reimbursable service)	\$1,500 (estimate)

Any additional services provided will use the following fee schedule:

<b>2006 Fee Schedule</b>	
Principal Engineer	\$166.00 per hour
Senior Engineer	\$140.00 per hour
Professional Engineer	\$114.00 per hour
Registered Land Surveyor	\$98.00 per hour
Staff Engineer	\$96.00 per hour
Senior Engineering Technician	\$92.00 per hour
Engineering Technician II	\$80.00 per hour
Engineering Technician I	\$54.00 per hour
Secretary	\$46.00 per hour

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the client to review the status of the work in progress and the charges made. Please see Attachment A, which is attached hereto and is incorporated herein for the General Provision of this Professional Services Agreement.

All reimbursable expenses will be billed directly and are excluded from the above fee. Reimbursable expenses include work as photos, postage, messenger services, printing, mileage, etc.

Thank you for your consideration. We look forward to the opportunity to work with you on this project. If this proposal is acceptable, please sign one copy and return to our office.

Accepted By: \_\_\_\_\_  
Village of Downers Grove

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Encl: GHA Attachment A

## Attachment A to Gewalt Hamilton Associates, Inc. Civil Engineering and Surveying Agreement

The services provided by Gewalt Hamilton Associates, Inc. (GHA, Inc.) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as offered in the proposal for this project at the time when and the place where the services are performed.

The terms of this agreement are subject to renegotiation if not accepted within 60 days of the date indicated on the proposal. Requests for extension beyond 60 days should be made in writing prior to the expiration date. The fees and terms of the agreement shall remain in full force and effect for one year from the date of acceptance of the Agreement, and shall be subject to revision at that time, or any time thereafter, if GHA, Inc. gives written notice to the other party at least 60 days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement by giving the other party 10 days written notice.

Payments are due within thirty (30) days after a statement is rendered. Fees not paid within 60 days of the end of the calendar month in which the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to make payments late. Failure of the Client to make payments when due shall, at the option of GHA, Inc. be cause for suspension of services. Client's failure to make payment to GHA, Inc. in accordance with the payment terms herein shall constitute a material breach of the Agreement and shall be cause for termination by GHA, Inc. GHA, Inc. shall be entitled to reimbursement of all costs actually incurred by GHA, Inc. in collecting overdue accounts under this Agreement, including, without limitations, legal fees.

The Client's obligation to pay for the professional services provided is in no way dependent upon the Client's ability to obtain financing, rezoning, approval of governmental or regulatory agencies, or upon the Client's successful completion of the project.

The Client and GHA, Inc. agree that any documents prepared by either party shall conform to the specifications listed in the Engineering Agreement. Any electronic files submitted by GHA, Inc. to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to GHA, Inc. and will be corrected as part of GHA, Inc.'s Basic Scope of Services. Corrections of defects detected and reported after the acceptance period will be compensated for as Additional Services.

The Client acknowledges GHA, Inc.'s plans and specifications, including field data, notes, and all documents or data on electronic media, as instruments of professional service. The plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to GHA, Inc.; however, GHA, Inc. shall retain ownership rights over all electronic data. The Client shall not reuse or make or permit to be made any modification to the plans, specifications, or electronic data without the prior written authorization of GHA, Inc. The Client agrees to waive any claim against GHA, Inc. arising from any unauthorized reuse or modification of the plans and specifications or electronic data.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold GHA, Inc. harmless from any damage, liability or cost, including attorneys' fees and costs of defense, arising from any reuse or modification of the plans, specifications, or electronic data by the Client or any person or entity which acquires or obtains the plans, specifications, or electronic data from or through the Client. GHA, Inc. makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall GHA, Inc. be liable for any loss of profit or any damages.

The Client is aware that differences may exist between the electronic files delivered and the printed plans and specifications. In the event of a conflict between the signed and/or sealed printed plans and specifications prepared by GHA, Inc. and electronic files, the signed and/or sealed printed plans and specifications shall govern.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various, and possibly contradictory, interpretations. GHA, Inc., therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. GHA, Inc., however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project.

If required by the project scope of services, GHA, Inc., shall prepare an opinion of probable construction costs, which shall be submitted to the Client for review. Since GHA, Inc. has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs, as provided for herein, are to be made on the basis of experience and qualifications and represent the best judgment as a design professional familiar with the construction industry. However, GHA, Inc. cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared for the Client. If the Client wishes greater assurance as to the construction cost, he should employ an independent cost estimator.

If required by the Scope of Services, GHA, Inc. shall visit the project at defined intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general conformance with the Contract Documents.

GHA, Inc. shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, and programs including enforcement of Federal, State, and County safety requirements, in connection with construction work performed by the Client's construction contractors. Nor shall GHA, Inc. be responsible for the supervision of Client's construction contractors, subcontractors, or any of their employees, agents, and representatives of such contractors; or for observation of machinery, construction equipment, and tools used and employed by contractors and subcontractors in the project and shall not have the responsibility to stop work not in conformance with the Contract Documents. In no event shall GHA, Inc. be liable for the acts or omissions of Client's construction contractors, subcontractors, or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with the Client.

Neither the professional activities of GHA, Inc., nor the presence of GHA, Inc. or its employees and subconsultants at a construction site, shall relieve the General Contractor or any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GHA, Inc. personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, GHA, Inc., and GHA, Inc.'s personnel and consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

It is acknowledged by both parties that GHA, Inc.'s scope of services does not include any services related to asbestos or other hazardous or toxic materials. In the event that GHA, Inc., or any other party encounters

asbestos or hazardous or toxic materials at the jobsite, or it should become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of GHA, Inc., GHA, Inc. may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

If required by the scope of services, record drawings (or revised specifications) will be prepared, in part, on the basis of information compiled and furnished by others. GHA, Inc. will not be responsible for any errors or omissions, which have been incorporated into this document as a result.

When dealing with Civil Engineering site work, information on existing underground utilities or soil conditions is provided from the best information available. This information may be obtained from visible surface evidence, utility company records or soil borings, and is not represented to be the exact location of these utilities or soils in the field. Final engineering plans for construction require that the contractor contact the utility owners for exact utility locations. At that time, conflicts may arise that require revisions to engineering plans and construction procedures. In addition, extra costs may be incurred by the Client in order to resolve these conflicts or unforeseen conditions. The Client is advised that these circumstances may occur and should budget accordingly for these situations. GHA, Inc. cannot be responsible for these unforeseen conditions. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA, Inc., may incorporate that information into the design. If not included in the scope of services, such work should be compensated for as additional services.

The Client agrees to limit GHA, Inc.'s professional liability to the Client and to all construction contractors, or subcontractors on the project arising from GHA, Inc.'s negligent acts, errors, or omissions, such that the total aggregate liability of GHA, Inc. to all those named shall not exceed \$50,000 or GHA, Inc.'s total fee for the services rendered on this project, whichever is greater. In no case shall GHA, Inc.'s professional liability be greater than the available professional liability insurance.

All claims, disputes, controversies or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, the Client and GHA, Inc. shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client or GHA, Inc. within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

All mediation shall take place in Chicago, Illinois unless the Client and GHA, Inc. agree otherwise. The fees of the mediator(s) and the costs of transcription and other costs incurred by the mediator(s) shall be apportioned equally between the parties.

Either the Client or GHA, Inc. may terminate this Agreement without penalty at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA, Inc. for all services rendered and all costs incurred up to the date of termination, in accordance with compensation provisions of this Agreement. The Client shall also reimburse GHA, Inc. termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel, and space and equipment costs.

## **IV. TERMS AND CONDITIONS**

### **9. VILLAGE ORDINANCES**

- 9.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **10 USE OF VILLAGE'S NAME**

- 10.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

### **11. SPECIAL HANDLING**

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

### **12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its 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 action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

### **13. NONDISCRIMINATION**

- 13.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  - (b) By submission of this proposal, the Proposer certifies that he is an "equal

**ATTACHMENT A** to Gewalt Hamilton Associates, Inc. Agreement for Engineering and Surveying Services – Water Main Replacement in Lane Place

opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

- 13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**14. SEXUAL HARASSMENT POLICY**

- 14.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 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
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**15. EQUAL EMPLOYMENT OPPORTUNITY**

- 15.1 In the event of the Proposer'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 Proposer 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 Proposer agrees as follows:

- 15.1.1 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, sexual orientation, sexual identity 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.

**ATTACHMENT A** to Gewalt Hamilton Associates, Inc. Agreement for Engineering and Surveying Services – Water Main Replacement in Lane Place

- 15.1.2 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.
- 15.1.3 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 services.
- 15.1.4 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 Proposer'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 Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 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.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 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 Proposer 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 Proposer 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.

**16. DRUG FREE WORK PLACE**

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

- 16.1 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 Village's or proposer'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: (A) abide by the terms of the statement; and (B) 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.
- 16.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer'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.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 16.5 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.
- 16.6 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.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**17. Reserved.**

**18. INSURANCE REQUIREMENTS**

- 18.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily

**ATTACHMENT A** to Gewalt Hamilton Associates, Inc. Agreement for Engineering and Surveying Services – Water Main Replacement in Lane Place

injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 18.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”
- 18.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 18.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

**ATTACHMENT A** to Gewalt Hamilton Associates, Inc. Agreement for Engineering and Surveying Services – Water Main Replacement in Lane Place

- 18.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 18.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 18.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 18.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

**ATTACHMENT A** to Gewalt Hamilton Associates, Inc. Agreement for Engineering and Surveying Services – Water Main Replacement in Lane Place

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

**19. COPYRIGHT/PATENT INFRINGEMENT**

19.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**20. COMPLIANCE WITH OSHA STANDARDS**

20.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

**21. CERCLA INDEMNIFICATION**

21.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

**22. SUBLETTING OF CONTRACT**

22.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

**23. RESERVED.**

**24. TERMINATION OF CONTRACT**

24.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event

that sufficient funds to complete the contract are not appropriated by the Village.

- 24.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

**25. BILLING & PAYMENT PROCEDURES**

- 25.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer 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.
- 25.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 25.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 25.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**26. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

26.1 The relationship between the Village and the Proposer 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.

**27. STANDARD OF CARE**

27.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

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

27.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s)' failure to perform its work in accordance with contract documents.

**28. GOVERNING LAW**

28.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**29. SUCCESSORS AND ASSIGNS**

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

**30. WAIVER OF CONTRACT BREACH**

30.1 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.

**31. AMENDMENT**

**ATTACHMENT A** to Gewalt Hamilton Associates, Inc. Agreement for Engineering and Surveying Services – Water Main Replacement in Lane Place

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

**32. CHANGE ORDERS**

32.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Manager.

**33. SEVERABILITY OF INVALID PROVISIONS**

33.1 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.

**34. NOTICE**

34.1 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 the Village as follows:

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

And to the Proposer as designated in the Contract Form.

In the event there is any inconsistency between the Agreement and this Attachment, this Attachment shall control.

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2006

**PRODUCER** Fax: 847-517-9033  
 HRH A&E/AVA Insurance Agency  
 425 N Martingale Rd.  
 Ste 1100  
 Schaumburg IL 60173

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
 Gewalt-Hamilton Associates, Inc.  
 Mr. David J. Gewalt  
 850 Forest Edge Drive  
 Vernon Hills IL 60061


INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United States Fidelity & Guar	25887
INSURER B: St. Paul Guardian	24775
INSURER C: Liberty Insurance Underwriter	19917
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BK01486737	9/30/2006	9/30/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BK01486737	9/30/2006	9/30/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC AUTO ONLY: \$ AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	BK01486737	9/30/2006	9/30/2007	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000  \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WVA2409836	9/30/2006	9/30/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C		<b>OTHER</b> Professional Liability	AEE1966820106	9/10/2006	9/10/2007	\$2,000,000 Per Claim \$4,000,000 Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 \*Except for Non-Payment, 10 Days.

CERTIFICATE HOLDER	CANCELLATION
For Insurance Verification Purposes Only xx xx XX xx	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <div style="text-align: right;"></div>

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.