

RESOLUTION NO.  
R17-2010

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT FOR ENGINEERING CONSULTANT SERVICES BETWEEN THE VILLAGE OF WOODRIDGE AND V3 COMPANIES OF ILLINOIS, LTD. – JANES AVENUE CONSTRUCTION ENGINEERING

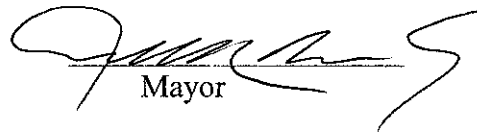
BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will and Cook Counties, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute an agreement for consultant services between the Village of Woodridge and V3 Companies of Illinois, Ltd. relating to engineering services, in substantially the form attached hereto and incorporated herein as "Exhibit A", with such changes as may be approved by the Village Attorney.

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Woodridge forward a certified copy of this Resolution to V3 Companies; 7325 Janes Avenue, Woodridge, IL 60517; Attention: Mr. Tom Valaitis with a copy to the Director of Public Works.

ADOPTED this 18th day of March, 2010.

Trustee Banks	<u>Aye</u>	Trustee Kagann	<u>Absent</u>
Trustee Beavers	<u>Absent</u>	Trustee McManus	<u>Absent</u>
Trustee Cunningham-Picek	<u>Aye</u>	Trustee Pittinger	<u>Aye</u>
Mayor Murphy		<u>Aye</u>	

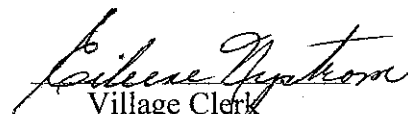
APPROVED this 18th day of March, 2010.

  
Mayor

ATTEST:

  
Village Clerk

Filed in the office of the Village Clerk and published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will and Cook Counties, Illinois this 18th day of March, 2010.

  
Village Clerk

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AGREEMENT FOR ENGINEERING CONSULTANT SERVICES BETWEEN THE VILLAGE OF  
WOODRIDGE AND V3 COMPANIES OF ILLINOIS, LTD. – JANES AVENUE CONSTRUCTION  
ENGINEERING

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This AGREEMENT, made and entered into this 18th day of March, 2010, by and between the VILLAGE OF WOODRIDGE, an Illinois municipal corporation (“VILLAGE”) and V3 COMPANIES OF ILLINOIS, LTD. (“CONSULTANT”);

WITNESSETH

WHEREAS, CONSULTANT is a firm of consulting engineers experienced in construction engineering for roadway improvement projects; and,

WHEREAS, the VILLAGE has a need for consulting engineering services to assist in project oversight, compliance with funding requirements, communication with property owners, and related tasks for the Janes Avenue Construction project; and,

WHEREAS, CONSULTANT desires to provide such consulting services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree as follows:

1. INCORPORATION OF RECITALS: The above “Whereas” clauses are expressly incorporated herein as substantive provisions of this Agreement.
2. SCOPE OF WORK: The CONSULTANT shall carefully examine the site or materials and become familiar with the conditions under which he/she will have to execute the required work. Failure to do so will in no way relieve the CONSULTANT of their responsibility or increase the charges incurred by the VILLAGE. Any additions or changes to the scope of work for the project, or actions/activities of the CONSULTANT which would incur additional project costs, will require written pre-approval by an authorized individual of the VILLAGE. The CONSULTANT shall perform or be responsible for the performance of the construction engineering services outlined in the attached Exhibit 1 (March 11, 2010 proposal from V3 Companies of Illinois for Professional Engineering Services).

3. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES, AND REGULATION: The CONSULTANT shall comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the VILLAGE'S working relationship with the CONSULTANT. For the Janes Avenue project specified herein, all work by the CONSULTANT shall adhere to applicable Illinois Department of Transportation, Federal Highway Administration, and American Recovery and Reinvestment Act requirements and guidelines.

4. TAXES, LICENSES, PERMITS, AND CERTIFICATES: The CONSULTANT shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the VILLAGE or the CONSULTANT in connection with the CONSULTANT'S facilities and the work included in this contract. By law, the VILLAGE is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

5. INDEPENDENT CONTRACTOR: The CONSULTANT shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

6. NON-ASSIGNMENT: The CONSULTANT shall not assign or subcontract this Agreement or any work thereunder, to any other person, firm, or corporation, without the prior written consent of the VILLAGE. Such assignment shall not relieve the CONSULTANT from its obligations or change the terms of this contract. Any and all subcontractors shall be bound to the same terms as the CONSULTANT and must supply the same documentation, including insurance requirements.

7. INSURANCE: The following minimum insurance requirements shall be met by the CONSULTANT:

**COMMERCIAL GENERAL LIABILITY**

Comprehensive Form	<b>COMBINED SINGLE LIMIT PER OCCURRENCE</b>
Premises - Operations	<b>FOR BODILY INJURY, PERSONAL INJURY, AND</b>
Explosion & Collapse Hazard	<b>PROPERTY DAMAGE        \$1,000,000</b>
Underground Hazard	
Products/Completed Operations Hazard	<b>GENERAL AGGREGATE        \$2,000,000</b>
Contractual Insurance	
Broad Form Property Damage -	

construction projects only.

Independent contractors

Personal Injury

Business Automobile Liability

Any Auto

**COMBINED SINGLE LIMIT PER OCCURRENCE  
FOR BODILY INJURY AND PROPERTY DAMAGE  
\$1,000,000**

Worker's Compensation and Occupational Diseases

STATUTORY LIMITS

Employer's Liability per Occurrence

\$1,000,000

Professional Liability -The CONSULTANT will provide evidence of \$1,000,000 per claim and aggregate limit of Professional Liability coverage.

The CONSULTANT'S General Liability policy shall be endorsed with the following language:  
"The Village of Woodridge, its officers, employees and agents are named as additional insureds as their interests may appear with respect to any assignment."

Certificates of insurance shall be provided to the VILLAGE on standard certificate forms, signed by an authorized agent of the brokerage firm or carrier providing the certificates. Carriers providing coverage shall be reputable, and only those insurance companies having an A.M. Best rating of A; class VI or better shall be used unless prior written approval is obtained from the VILLAGE. Carriers shall also be required to furnish a thirty (30) day notice of cancellation or material alteration to the Village at the following address: Village of Woodridge, 1 Plaza Drive, Woodridge, Illinois 60517-4199, Attention: Director of Public Works.

8. ACCIDENT PREVENTION AND NOTIFICATION: In the event of accidents which involve the general public and/or private or public property in the VILLAGE or are related to this work, the CONSULTANT shall immediately notify the VILLAGE. Upon request of the VILLAGE, the CONSULTANT shall provide such accounting of details and/or copy of written accident and other reports as the VILLAGE may require. The CONSULTANT shall provide copies of any documents, related to the accident, to the VILLAGE at the same time that the reports and/or information are forwarded to other interested parties.

9. PREVAILING WAGES: In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public

works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works”, not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. CONSULTANT shall thoroughly familiarize themselves with the provisions of the above mentioned act and shall prepare any and all documents in compliance therewith and shall maintain compliance with the same throughout the term of the project including submitting all required documentation to the VILLAGE. Copies of the prevailing rate of wages for this VILLAGE are on file in the office of the Village Clerk of the Village of Woodridge. The CONSULTANT shall be responsible for monitoring the current prevailing wage and adjusting their rates accordingly.

11. EMPLOYEES AND CONDUCT: The CONSULTANT shall prohibit any drinking of alcoholic beverages or use of any controlled substances, except by a doctor’s prescription, by any of its employees while in the course of performing their duties under this contract. In the event that any of the CONSULTANT’S employees is deemed by the VILLAGE to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal, written request of the VILLAGE, the CONSULTANT shall remove such employee from work within the VILLAGE and furnish a suitable and competent replacement employee.

12. NON-PERFORMANCE; DEFAULT: If the CONSULTANT fails to observe the established scope of work that has been detailed in the Agreement, or modified in writing via addendum or change order, the VILLAGE shall serve notice to the CONSULTANT that the items in non-compliance must be rectified. Failure to do so may result in non-payment to the CONSULTANT until all items are brought into compliance.

13. INDEMNITY HOLD HARMLESS PROVISION: To the fullest extent permitted by law, the CONSULTANT hereby agrees to defend, indemnify and hold harmless, individually and collectively, the VILLAGE, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against, the VILLAGE, its officials, agents, employees, and volunteers arising in whole or in part or in consequence of the negligent performance of its work by the CONSULTANT, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the VILLAGE, its officials, agents, employees, and volunteers, and the CONSULTANT shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the VILLAGE, its

officials, agents, employees, and volunteers, in any such action, the CONSULTANT shall, at its own expense, satisfy and discharge same.

The CONSULTANT expressly understands and agrees that insurance policies required by the contract, or otherwise provided by the CONSULTANT, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees, and volunteers, and to pay expenses and damages as herein provided. The CONSULTANT further agrees that to the extent that money is due the CONSULTANT by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the VILLAGE, may be retained by the VILLAGE to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the VILLAGE.

14. TERMINATION FOR DEFAULT: The Agreement will remain in force for the full period specified and until the VILLAGE determines that all requirements and conditions have been satisfactorily met and the VILLAGE has accepted the work, and thereafter until the CONSULTANT has met all requirements and conditions relating to its work. However the VILLAGE will have the right to terminate this Agreement sooner if the CONSULTANT has failed to perform satisfactorily the work required, as determined by the VILLAGE in its discretion.

In the event the VILLAGE decides to terminate this Agreement for failure to perform satisfactorily, the VILLAGE will give the CONSULTANT at least thirty (30) calendar days written notice before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the VILLAGE. If the CONSULTANT fails to cure the default within the thirty (30) days specified in the notice and the Agreement is terminated for the CONSULTANT'S failure to provide satisfactory performance, any portion of the costs not paid to the CONSULTANT shall be forfeited to the VILLAGE in order to cover the costs related to remedying the CONSULTANT'S failure to provide satisfactory performance. At the option of the VILLAGE, the CONSULTANT may be given additional time to cure the defaults.

Except as otherwise directed by the VILLAGE, or in the case of termination for default (in which event the CONSULTANT may be entitled to cure, at the option of the VILLAGE) the CONSULTANT shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractors and subcontracts (if

applicable) and settle all outstanding liabilities and claims.

15. FORCE MAJEURE: Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

16. NOTIFICATION TO OTHER PARTY: All notices hereunder shall be in writing and shall be served either personally or by certified or registered mail to:

A. VILLAGE at:

Village of Woodridge  
ATTN: Village Administrator  
5 Plaza Drive  
Woodridge, Illinois 60517-4199

B. CONSULTANT at:

V3 Companies of Illinois, Ltd.  
ATTN: President  
7325 Janes Avenue  
Woodridge, IL 60517

C. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

17. SEVERABILITY: Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of Illinois shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All agreements shall be deemed made in, and shall be governed by the laws of the State of Illinois, County of DuPage.

18. STANDARD OF CARE: In performing the services described in this Agreement, CONSUTLANT will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services.

19. COMPETENCY OF CONSULTANT: No purchase order shall be authorized for, nor contract to any person, firm, or corporation that is in arrears or is default to the VILLAGE upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the VILLAGE.

20. 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 the 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 cancelled 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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from the 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 under utilization.
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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor

organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the CONSULTANT 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 subdivisions or municipal corporations.

#### Subcontracts

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

#### Contracts or Subcontracts with Religious Entities –

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

21. DOCUMENTATION: The CONSULTANT shall exclusively furnish to the VILLAGE, all contract documents, cost estimates, data or other information prepared, obtained or assembled by the CONSULTANT under this Agreement, unless otherwise directed by the VILLAGE.

22. COMPLIANCE WITH FREEDOM OF INFORMATION ACT: The VILLAGE is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the VILLAGE to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, CONSULTANT agrees to and shall provide to the VILLAGE, copies of any and all such documents when directed to do so by the VILLAGE. All such documents shall be delivered to the Village Clerk's Office NO LATER THAN five (5) working days after the date of the VILLAGE'S direction to provide such documents. Failure of the CONSULTANT to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the VILLAGE to the CONSULTANT which shall be paid immediately by the CONSULTANT upon demand of the same by the VILLAGE.

23. ADDITIONAL WORK: Should the CONSULTANT be selected to provide engineering services to the VILLAGE on another project outside of the scope of this agreement; the terms and conditions contained herein shall still apply.

24. COMPENSATION AND PAYMENT TO CONSULTANT: The upper limit of compensation for this project shall be a not to exceed basis of \$26,460 as specified in Exhibit 1. The CONSULTANT shall submit an invoice once a month for services performed during the invoiced period. The CONSULTANT's invoice shall specify the work that was completed. Payment will be made in full on the basis of approved invoices and supporting documentation.

25. CAPTIONS AND PARAGRAPH HEADINGS: The captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement and further shall not be used to construe the terms hereof.

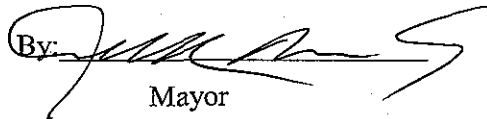
26. GENDER: Unless the provisions of this Agreement otherwise require, words imparting the masculine gender shall include the feminine; words imparting the single number shall include the plural, and words imparting the plural shall include the singular.

27. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding of the parties. It may only be amended, modified or terminated by a written instrument signed by the parties.

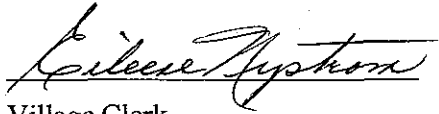
28. COUNTERPARTS: This Agreement is executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS THEREOF, the VILLAGE has caused this instrument to be executed by its Mayor and Village Clerk and their corporate seal affixed hereto on the day and year first above written and the CONSULTANT has caused this instrument to be executed on its behalf by a Partner, being duly authorized by V3 Companies of Illinois, Ltd.

VILLAGE OF WOODRIDGE, an  
Illinois municipal corporation,


By:   
Mayor

ATTEST:

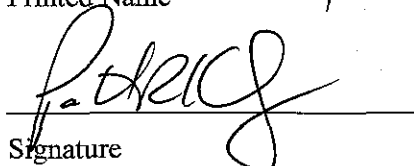
  
Village Clerk  
(Seal)

V3 Companies of Illinois, Ltd.

By: TOM R. VALANTIS  
Printed Name

  
Signature DIVISION DIRECTOR

ATTEST:

PATRICK R. KENNEDY  
Printed Name  
  
Signature



## Exhibit 1

March 11, 2010

Mr. Adam Frederick  
Engineering Inspector  
Village of Woodridge  
Department of Public Works  
1 Plaza Drive  
Woodridge, IL 60517

Re: Proposal for Professional Engineering Services  
Janes Avenue Rehabilitation - Resident Engineering  
Woodridge, Illinois

Dear Mr. Frederick,

On behalf of V3 Companies of Illinois, Ltd., we are pleased to submit this proposal for civil engineering services for the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions, attached hereto, which set forth the contractual elements of this agreement, will constitute an agreement between V3 Companies of Illinois, Ltd. (V3) and the Village of Woodridge (CLIENT) for services on this project.

### 1.0 Project Understanding

The following is a list of the general parameters of the project:

- the project limits along Janes Avenue are 75<sup>th</sup> Street on the north and 83<sup>rd</sup> Street on the south;
- the scope of work includes partial depth milling of approximately 22,865 SY of existing pavement;
- the project also includes placement of approximately 1280 TONS of polymerized leveling binder and 2240 TONS of hot mix asphalt surface course;
- the project also includes approximately 450 SY of full-depth pavement patching;
- the project also includes approximately 2700 SF of sidewalk removal and replacement;
- the project also includes approximately 1305 LF of curb and gutter removal and replacement;
- the project also includes storm sewer structure adjustments, miscellaneous driveway repairs, pavement striping and restoration;
- the project is funded through the American Recovery and Reinvestment Act of 2009 (ARRA);
- the anticipated construction cost for this work is approx. \$0.5M;

## 2.0 Scope of Services

### 2.1 Construction Engineering

The following summarizes the general scope of services the Construction Engineer will be responsible for throughout the duration of the project which will consist of three phases:

- Pre-construction Phase;
- Construction Phase;
- Final Close-out Phase.

A Pre-Construction Phase - We will provide the following services during the pre-construction phase:

- 1 Attend the pre-construction conference with the contractor, Village and other applicable parties;
- 2 Set up project filing system for proper documentation;
- 3 Identify and coordinate any construction impacts to school and public bus routes, fire and police response plans and driveway access for area residents and businesses;
- 4 Conduct a materials coordination meeting with the contractor and Village's material testing firm;
- 5 Take existing condition photographs;
- 6 Notify utility companies of the proposed scope of work and set up meetings (if required) to discuss construction requirements;

B Construction Phase - We will provide the following services during the construction phase:

- 1 Enforce compliance with Contract Documents;
- 2 Review the construction schedule and usage of manpower to insure compliance with contract requirements;
- 3 Assist Village representatives in conducting job coordination meetings with the contractor and all interested parties to discuss progress of the project and other matters requiring disposition;
- 4 Meet with appropriate Village staff to review contract status, validate cost, schedule and manpower information and discuss required actions;
- 5 Provide continuous observation of the construction work and the contractor's operations to verify that construction is accomplished in accordance with the plans and specifications. This proposal assumes an 8 hour work day for 26 working days;
- 6 Maintain contact with Village staff and inform them of contractor progress;
- 7 Monitor access to private properties within the project limits;
- 8 Monitor the flow of traffic along with all traffic control and protection devices that pertain to the project;
- 9 Inform fire and police personnel of any work that may impact their Emergency Response Plan;
- 10 Review contractor's materials, certifications and samples for compliance the contract documents. Notify the Village of any deviations and make

- recommendation for acceptance or denial of deviations. Review of asphalt and concrete materials is not included;
- 11 Inspect delivered materials and equipment at the site to determine their conformity with the contract documents. Inspection of asphalt and concrete materials is not included;
  - 12 Monitor qualifications and acceptance tests required by contract documents;
  - 13 Address resident and business concerns related to the nature and progress of the work. Schedule closures and driveway accessibility in a courteous and timely manner;
  - 14 Maintain a running punchlist during the course of construction to allow for timely corrective action;
  - 15 Verify attainment of milestones for schedule and progress payments;
  - 16 Promptly notify the Village of proposed changes and problems in the work;
  - 17 Make recommendations regarding contract modifications and assist the Village to process each acceptable contract modification;
  - 18 Prepare daily records (diary) covering all activities on the job site, including documenting sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work;
  - 19 Take construction photographs documenting the progress of the work;
  - 20 Keep a marked set of "as-built" drawings at the job site;
  - 21 Accurately measure and/or compute all quantities of materials used on the project in accordance with contract documents. Records of such measurements and computations shall be kept in permanent form and shall become part of the Project records;
  - 22 Complete all IDOT documentation in accordance with ARRA project documentation guidelines;
  - 23 Review and recommend approval of invoices for payments to the contractor and material and equipment suppliers to assure the correctness of the quantities and percent of completion;
  - 24 Ensure that shop drawings, catalog cuts and diagrams and such other information prepared by the contractor or furnished to contractors by suppliers and manufacturers are in accordance with the contract specifications and furnished to the Village;

C Final Close-out Phase - We will provide the following services during the close-out phase:

- 1 Conduct a final inspection of the contractor's work;
- 2 Prepare and monitor the completion of the final punch list;
- 3 Complete measurements, records, drawings, and final pay estimates no later than four (4) weeks after completion of the actual construction work by the contractor;
- 4 Complete "as-built" drawings;
- 5 Submit all record documents to IDOT and Village;

- D Reimbursable Expenses – V3 will not be billing for incidental project or office expenses separately.

### 3.0 Project Exclusions

V3's services under this proposal will not include the following:

- Material Inspection for all asphalt and concrete (to be completed by Village's materials testing consultant)
- Construction engineering services required if the construction schedule extends beyond the timeframe listed below.
- Surveying beyond normal construction layout for this type of project.

If services are required for these items, they will be the subject of a separate or supplemental agreement between V3 and the CLIENT.

### 4.0 Project Schedule

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal.

The not-to-exceed Construction Engineering fee is based a construction schedule that is currently estimated as follows:

- 26 Working Days at 8 hrs/day

### 5.0 Compensation

For the aforementioned Construction Engineering services, V3 will be compensated at the billing rates shown in the attached Estimate of Manhours and Costs for actual hours expended up to the following not to exceed amounts:

<b>Construction Engineering</b>	
A, B, C. Construction Engineering Services	\$26,460
D. Reimbursable Expenses	<u>\$0</u>
<b>Total for Construction Engineering</b>	<b><u>\$26,460</u></b>

For Additional Services of V3's principals and employees, beyond the scope of the work described, engaged directly on the Project, a fee based on the actual hours expended multiplied by the actual<sup>o</sup>employee hourly rate times a 2.60 labor multiplier will be invoiced.

The CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress on the project.

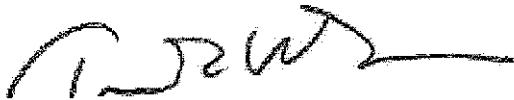
**6.0 Miscellaneous Contractual Items**

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

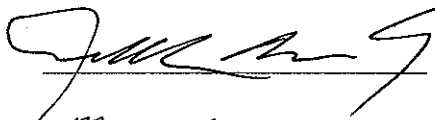
We appreciate the opportunity to present this proposal and look forward to working with the Village of Woodridge on this project.

Sincerely,  
**V3 Companies of Illinois, LTD.**

Accepted For:  
**Village of Woodridge**



Tom R. Valaitis, P.E.  
Division Director, Construction Engineering

By:   
Title: Mayor  
Date: 3-18-2010

enclosures

Attachment - General Terms and Conditions  
Attachment – Breakdown of Fees

**Janes Avenue Resident Engineering Services  
Estimate of Manhours and Costs**



**Schedule of Manhours**

<b>Role</b>	<b>Individual</b>	<b>Billing Rate w/ Overhead &amp; Fee</b>	<b>Pre- Construction Phase</b>	<b>Construction Phase (Full Time Services, 28 Working Days)</b>	<b>Post- Construction Phase</b>	<b>Total Hours</b>	<b>Costs</b>
Resident Engineer	Pablo Martinez, E.I.T.	\$71.50	32	208	80	320	\$22,880.00
Inspector		\$65.00	0	40	0	40	\$2,600.00
<i>Sub-total</i>			32	248	80	360	<b>\$25,480.00</b>
QA	Tom Valaitis, P.E.	\$196.00	1	4	1	5	\$980.00
<b>Sub-Total</b>			33	252	81	365	<b>\$26,460.00</b>

**Total Estimated Costs : \$26,460.00**