



REV March 29, 2024

Ms. Anna Marano, CPPB
Forest Preserve District Buyer
Forest Preserve District of Kane County
1996 South Kirk Road
Geneva, IL 60134

**RE: Proposal for Resident Engineering Services
Carpentersville Dam Removal | Kane County, IL**

Dear Ms. Marano:

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for Professional Resident Engineering Services on 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 the entire agreement between Forest Preserve District of Kane County (CLIENT) and V3 Companies, Ltd. (V3) for services on the Carpentersville Dam Removal.

PROJECT UNDERSTANDING

The Carpentersville Dam Removal project (PROJECT) is joint effort between the District and the Illinois Department of Natural Resources (IDNR), and both entities entered into a governmental agreement which requires Resident Engineering services during construction.

V3 understands that the construction is estimated to take approximately 6 months in duration to complete from mobilization to final clean-up. However, we also understand that work days for the contractor will likely be approximately 12 weeks. And the District has requested that V3 provide resident engineering oversight during 75% of those work days when the contractor is active on the site.

The scope of services detailed below in each Task will be provided by V3 (CONSULTANT) to perform construction inspection services and assist with project closeout.

COMPENSATION

DESCRIPTION	TASK NUMBER	NOT TO EXCEED FEE ESTIMATE
RESIDENT ENGINEERING		
Construction Observation (12 Weeks)	1	\$106,570

TOTAL PROJECT NOT TO EXCEED FEE

\$106,570

MISCELLANEOUS EXHIBITS
EXTENT OF AGREEMENT
V3 STANDARD BILLING RATE SCHEDULE
GENERAL TERMS AND CONDITIONS
EXHIBIT A – DETAILED HOURS AND COST ESTIMATE

The above fees are “hourly not to exceed” and the fee will be based on the hours expended on the tasks by V3 employees multiplied by V3’s Billing Rates attached hereto. The fee listed is a cap that will not be exceeded without prior authorization of the client.

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.


In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel, mileage and tolls to/from meetings and other similar project-related items. This reimbursable expense is incorporated within the “not to exceed” value.

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 of the Project through construction.


If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

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

Sincerely,
V3 COMPANIES, LTD.



Derrick Martin, P.E., CFM, CPESC
Water Resources Group Leader



Gregory V Wolterstorff, P.E.
Vice President

Accepted For:
FOREST PRESERVE DISTRICT OF KANE COUNTY

By: _____

Title: _____

Date: _____

INVOICE INFORMATION

PREFERENCE:

☐ Receive by Email

☐ Receive by Mail

☐ Both

Purchase Order # (If Applies)

Important Accounting Notes:

SEND INVOICE TO:

Attention: _____

Company: _____

Address: _____

Email: _____

Phone: _____

TASK 1 | RESIDENT ENGINEERING

Construction Observation

The construction inspection and management services are assumed to be required for a 6-month construction duration (June 16, 2024 through December 15, 2024), plus contract close out. However due to changing weather conditions and construction halts during this contract window, the actual working days anticipated is approximately 14 weeks. During these 14 weeks of working days, V3 will be on-site for approximately 75% of the contractor work time to complete the requested construction observation services.

The services will include the following:

- Review shop drawings, submittals, RFIs and contractor questions.
- Technical construction inspection, review of conformance to plans and grade checking.
- Thoroughly and accurately document construction activities with diaries, inspection reports, payment requests, quantity tracking and communication including tracking submittals.
- Material testing and inspections.
- Conducting weekly progress meetings and additional meetings as necessary to facilitate efficient construction procedures to ensure adherence to the project construction schedule. V3 will prepare and distribute meeting agenda and meeting notes to document meeting information.
- Collect pre-construction, construction and post-construction site photographs, in addition to what is collected by the Contractor. These photographs will be part of the full documentation turned over to the District at project completion, and select photos included in daily/weekly reporting.
- Utility coordination.
- Collect associated backup materials.
- Consultant will also be required to generate change orders and furnish technical advice to the District.
- Construction supervision documentation will be submitted to the District on a weekly basis, and full documentation compiled upon completion of the construction.
- Additionally, site investigation services will be required which will include site surveying, and evaluation of erosion control BMP's and other site investigative services as required to ensure the Contractor(s) is abiding by the requirements of all current or amended permits issued for the subject project.
- SWPPP inspections will be conducted by V3, as required by the NPDES permit requirements, which are generally sequenced as a weekly inspection, and post-rain event inspections after storm events of greater than 0.5 inches of precipitation within a 24 hour time period.

All Construction Supervision documentation will be submitted to the District in PDF format.

EXTENT OF AGREEMENT

This agreement is for site-related improvements within the boundaries of the project site. Should additional services or improvements be required beyond the boundaries of the site, the services associated with those improvements will be the subject of a separate agreement. Furthermore, this agreement does **not** include services for:

- Public meetings or meeting facilitation in excess of what is described in the scope of services.
- Planning or landscape architecture services associated with future use of the dam project area.
- Archaeological consulting services.
- FEMA permitting or map revisions.
- IEPA Section 401 water quality permitting.
- Water quality modeling.
- Pump Station design for water, stormwater, or wastewater.
- Irrigation, or geotechnical design or consulting services.
- Identification, estimating or budgeting for Environmental cleanup costs.
- Off-site or on-site roadway design services.
- Boundary survey, Plats of Survey, plats of easement, or plats of subdivision.
- Site Tree Survey
- Structural engineering services of any kind including the design of site retaining walls or the design of structural support systems.
- V3 may be required to produce documents and emails as part of a court ordered subpoena. Requests of this nature are beyond the control of V3 and are specifically not included in this contract. V3 will notify the CLIENT of any request received on behalf of this contract, and will invoice the CLIENT for time and materials in accordance with the Additional Services and Reimbursables sections of this contract.

Please note that V3 can provide many of the services outlined above should they be required.

Additionally, the provided project fees do not include permitting agency review fees. In the event the review fees are not waived due to existing IGAs and/or MOUs between the project stakeholder(s) and the regulatory review agencies, it is anticipated that the review fees will be paid directly by CLIENT.



**V3 COMPANIES
PUBLIC SECTOR
BILLING RATE SCHEDULE**

(Rates effective January 1, 2024 through December 31, 2024)

<u>Description</u>	<u>Hourly Rate</u>
Principal/Director	240.00
Senior Project Manager	235.00
Senior Estimator	230.00
Resident Engineer II	215.00
Resident Construction Manager II	210.00
Project Manager II	205.00
Superintendent	200.00
Resident Construction Manager I	200.00
Project Manager I	190.00
Resident Engineer I	180.00
Senior Project Engineer	180.00
Project Engineer II	170.00
Construction Administrator III	170.00
Project Engineer I	155.00
Senior Construction Technician	155.00
Landscape Architect II	145.00
Project Scientist II	145.00
Project Surveyor III	135.00
Landscape Architect I	135.00
Project Scientist I	135.00
Construction Technician III	135.00
Engineer III	135.00
Project Surveyor II	130.00
Project Surveyor I	130.00
Design Technician III	130.00
Scientist III	130.00
Project Designer III	125.00
Engineer II	125.00
2-Man Survey Crew	125.00
Construction Administrator II	120.00
Engineer I	115.00
Scientist II	110.00
Project Designer I	110.00
Project Designer II	110.00
Instrument Operator	110.00
Scientist I	110.00
Estimating Technician	100.00
Technician II	95.00
Technician I	85.00
Project Coordinator	75.00



1996 South Kirk Road, Suite 320, Geneva, Illinois 60134

This agreement, made this 11th day of June 2024 between the Forest Preserve District of Kane County, Geneva, Illinois, hereinafter referred to as "District" and V3 Companies hereinafter referred to as "Consultant."

WITNESSETH

That the District and Consultant, for the consideration hereinafter named, agree as follows:

Section I - Contract Documents

The contract documents ("Contract Documents") consist of this document ("the PO Contract"), the project scope; Request for Proposals, issued by the District dated December 26, 2019 and proposal submitted by Consultant, March 29, 2024 (the "Project Scope") attached hereto. These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either party to the other that is not contained therein shall be binding. The terms or conditions of this PO Contract may not be modified, except in writing signed by all the parties and in the event any provisions of the request for quote or this PO Contract are inconsistent with any of the Consultant's provided documentation, the terms of the request for quote and this PO Contract shall govern.

Section II - Contract Work

The Consultant shall provide the services to fully execute the Work described in the Contract Documents and approved hereby. The Work shall be furnished and completed in accordance with the Contract Documents (hereinafter the Work is also sometimes called the "Project").

Section III - Date of Commencement

The Work shall commence upon execution of contract and shall be completed in a timely manner. Time is of the essence for all matters concerning this Contract.

Section IV - Contract Sum

The District agrees to pay the Consultant for the performance of the Contract Work the sum of One Hundred Six Thousand, Five Hundred and Seventy Dollars (\$106,570.00). Payment shall be made to the Consultant by the District only after the Consultant has fully performed the Contract Work for the applicable payment request.

Section V - Additional Terms

1. The Consultant, subcontractor, and suppliers shall perform all work required for the Project in a good and workmanlike manner.
2. To the extent that the Project is a public work within the definition of the Prevailing Wage Act (820 ILCS 130/.01 et seq. the "PWA"), Consultant shall fully comply with the PWA, including paying and requiring every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with the PWA. The Consultant shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractor, of all changes in the schedule of prevailing wages. Any increases in costs to the Consultant due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Consultant and not at the expense of the District. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Consultant shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the District as required by Statute. The Consultant shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. Certified Transcript of Payroll must be submitted prior to payment of any invoices.
3. Consultant shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Consultant must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, the Substance Abuse Prevention of Public Works Act, and traffic and public utility regulations.
4. Consultant shall contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work, if any excavation is required in the Project Scope.
5. Any and all documents and improvements subject to this agreement are, at all times, property of the District.
6. Consultant will be required to file a written substance abuse prevention program with the District for the prevention of substance abuse among its employees prior to the commencement of work.

7. Consultant shall submit a Certificate of Insurance complying with the terms, per the Project Scope, prior to mobilization.

Section VI – Insurance

A. Commercial General and Umbrella Liability Insurance

Consultant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District shall be included as a named insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Professional Liability Insurance

As applicable for all professional services rendered as part of the Project Scope, Consultant and its professional consultants and contractors shall maintain professional liability and, if also necessary to insure the full nature and scope of services provided under the Project Scope, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

C. Business Auto and Umbrella Liability Insurance

Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non- owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Consultant shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Consultant waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Consultant's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Consultant shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Consultant from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Contract at District's option.

Consultant shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurer

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Consultant's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross- liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Consultant may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Consultant shall cause each subcontractor employed by Consultant to purchase and maintain insurance of the type specified above. When requested by the District, Consultant shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Consultant's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Consultant, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Consultant shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Consultant's breach of any of its obligations under, or Consultant's default of, any provision of the Contract.

1. The Consultant shall also name the Illinois Department of Natural Resources in the State of Illinois as additional insured under the Consultant's general liability insurance policy including their officers, employees, and agents shall be indemnified and held harmless.

Section VII - Assignment

This Contract is non-assignable in whole or in part by either party, and an assignment shall be void without the prior written consent of the District, whose consent shall not be unreasonably withheld

Section VIII - Consultant Status

Consultant acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it as well as any persons or agents as it may employ are not employees of the District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

Section IX - Waiver of Terms

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

Section X - Compliance with Freedom of Information Act

Consultant agrees to maintain, without charge to the District, all records and documents for projects of the District in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Consultant shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the District and if possible, the District shall request an extension so as to comply with the Act. In the event that the District is found to have not complied with the Freedom of Information Act due to Consultant's failure to produce documents or otherwise appropriately respond to a request under the Act, then Consultant shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

Section XI - Other Applicable Laws

This contract shall be governed by the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this Contract shall be filed in the Sixteenth Judicial Circuit, Kane County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contract, its successors or assigns, against the District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Consultant shall have the full control of the ways and means of performing the work referred to above and that the Consultant or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Consultant bears the relationship of an independent contractor to the District.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

FOREST PRESERVE DISTRICT OF KANE COUNTY

By: _____ By: _____
Benjamin Haberthur, Executive Director **David Petschke, Chief Financial Officer**

CONSULTING FIRM: V3 Companies, Ltd.

By: _____ Consultant