Notice to Professional Service Providers
Request for Qualifications and Proposals

Construction Engineering Services #1029

The City will conduct a formal two-step solicitation process for the above services. All requirements are posted on our City website: https://www.stcharlesil.gov/bids-proposals

A **Formal Request for Qualifications is required** and is to be submitted in the appropriate labeled envelope.
A **Formal Request for Proposal** for **two separate projects** is to be submitted in the appropriate labeled envelope.

Brief Description:

Project A – Renaux Manor Storm Sewer Improvements: Replacement of ~3,000 feet of RCP storm sewer with PVC pipe in residential front, side and rear yards.

Project B – Rita & Nicholas Avenues, Patricia Lane Base Reclamation & On-Call Construction Engineering Services:

Rita & Nicholas Avenues: Replacement of 800 linear feet of water main, the construction of 530 linear feet of new sanitary sewer, the construction of approximately 400 linear feet of storm sewer (new/replacement), full replacement of Curb and gutter, sidewalk and driveway aprons, reconstruction of the roadway.

Patricia Lane Base Reclamation: Base reclamation with cement, paving a new binder and surface course, curb and gutter and driveway apron replacements and minor utility repairs.

On-Call Construction Engineering Services: Daily construction observation for the City's 2019 MFT Street Rehabilitation Project as needed. See project details for anticipated dates.

Targeted Timeframe

RFQualifications and RFP published	https://www.stcharlesil.gov/bids-proposals	
Questions due prior to 8:00am	Procurement@stcharlesil.gov	Thursday, February 28th
Answers published	https://www.stcharlesil.gov/bids-proposals	Friday, March 1st
Responses due prior to 8:00am	**Reference sealed bid label**	**Wednesday, March 6th**
There will not be a public opening. A list of Proposers will be published on the City website.		
Council Award	City Council Meeting	April 1, 2019

Solicitation Document includes:

Section 1: Notice to Professional Service Providers
- Instructions for Qualifications and Proposals for Professional Services
- Special Provisions for Professional Services
- **Exhibits stating Requirements and Specifications for each project**

Section 2: Response Documents
- Page 1: Response Cover Page (used as the cover page for each submittal in each envelope)
- Page 2: Response Signature Page (required for each submittal in each envelop)
- Page 3: Certification of Compliance (required with submittal of qualifications only)
- Page 4: Response Cost Proposal Page
- Page 5: **Service Provider Response Requirements**
- Page 6: Customized Mailing Label for Sealed Submittal

Section 3: Award Document
- Exhibit A: Section 1 of the Solicitation Document and all Addenda
- Exhibit B: Awarded Proposal Response Documents and Clarification Documents
- Exhibit C: Insurance Requirements
- Exhibit D: Change Order Document

INSTRUCTIONS FOR PROFESSIONAL SERVICES

Requests are open to all firms actively engaged in providing the services specified and inferred.

Request for Qualifications

1) The City of St. Charles is interested in qualifying firms for specified projects.
   a) The attached projects are only 3 of forthcoming projects
2) The City will consider proposals from Firms deemed qualified.
3) Qualified firms may be considered for other projects of similar nature.

4) **Delivery** of qualifications is acceptance of the City's process for selecting the most qualified firms.

5) **Structure:**
   a) Response Cover Page will be page 1 of each of your submittals: Qualifications, Project A, Project B.
   b) Response Signature Page will be page 2 of each of your submittals: Qualifications, Project A, Project B.
   c) Certification of Compliance will be page 3 of your QUALIFICATIONS submittal.
   d) Qualifications *(identified in **Exhibit A**) will* begin on page 4 of your QUALIFICATIONS submittal.
      i) Submittals should be organized as stated and reference the identified sub-title and bullet point.
   e) The total length of the firm qualifications document, excluding the above 3 required pages, should not exceed 10 pages.
   f) Qualifications shall be submitted in the appropriate envelope (see below for required number of copies.)

Request for Proposals

6) The City of St. Charles is interested in qualified firms submitting proposals for the specific projects identified in ***Exhibit B1 and Exhibit C1.***
7) The City will consider proposals from the Firms deemed Qualified.
8) Future Requests for Proposals for similar work may be issued to Firms deemed Qualified.

9) **Delivery** of a proposal is acceptance of the St. Charles Agreement for Professional Services (*attached at end)*. Proposals containing terms and conditions contrary to those specified may be considered non-responsive.
   a) Exceptions to specifications, requirements, must be clearly identified in the space designated on page 1 of Response Cover Page (attached).
   b) Exceptions to terms and conditions, insurance requirements and contract language must be clearly redlined.
      i) Blanket statements, or reference to other service provider language will not be considered.

10) **Structure:**
   a) Response Cover Page will be page 1 of each of your submittals: Qualifications, Project A, Project B,
   b) Response Signature Page will be page 2 of each of your submittals: Qualifications, Project A, Project B, Response Price Proposal Page will be page 3 of each of your submittals: Project A, Project B
   c) Project Proposal *(identified in **Exhibit B1 and Exhibit B2)*** will begin on page 4 of your Project submittals.
      i) Submittals should be organized as stated and reference the identified sub-title and bullet point.
   d) Proposals shall be submitted in the appropriate envelope.

Submittals:

11) Responses must be structured and packaged as stated.
   a) A separate envelope is provided for Qualifications
   b) A separate envelope is provided for Project A
   c) A separate envelope is provided for Project B
12) Documents should not utilize binders, folders, tabs or papers larger than 8.5 X 11.
13) The City shall not accept a proposal from a service provider who is in arrears to the City or other government entity.
14) Submit all of the below in each applicable sealed envelope identified with the applicable enclosed label:
   a) 1 original for Procurement
   b) 2 originals for Project Manager
   c) 1 file copy via USB Flashdrive for Procurement identified with solicitation # and project name.

d) If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
   i) 1 redacted original identified as REDACTED ORIGINAL
   ii) 1 file copy on the same above USB Flashdrive, identifying file as REDACTED ORIGINAL

Signatures as Offer:

15) Under the conditions of the Uniform Commercial Code, the signing of the signature page of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
16) Signatures *(reference signature page)* by
    a) Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
    b) Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
    c) Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Proposals:

17) Proposals may be withdrawn at any time prior to the due date. Requests to withdraw a proposal shall be in writing, properly signed, and received at Procurement@stcharlesil.gov prior to the due date.
18) Proposals may not be withdrawn after the due date without the approval of the Procurement Division Manager.
19) Negligence in preparing an offer confers no right of withdrawal after opening/due date.

Timeframe and Consequences:

20) Offers must be received before the designated time.
21) Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
22) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Receipt of Formal Offers:

Firms submitting formal offers will be identified on a formal List of Proposers published on the city's website www.stcharlesil.gov within two business days.

General

23) **Confidential Information**
    a) Submittals are subject to Illinois State FOIA requirements including the following exemptions:
       i) (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
       ii) Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
    b) Responders considering submittals to be proprietary and confidential should provide an additional redacted submittal. Failure to do so may result in information becoming available to the public.

24) **The Cone of Silence** is designed to protect the integrity of the procurement process by shielding it from undue influences.
    a) During the period beginning with the issuance of the formal Request through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
    b) Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation
    c) **Exceptions to the Cone of Silence:**
       i) Written communications directed to Procurement@stcharlesil.gov
       ii) All communications occurring at pre-bid meetings

iii) Oral presentations during finalist interviews, negotiation proceedings, or site visits
iv) Oral presentations before publicly noticed committee meetings
v) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
vi) Procurement of goods or services for Emergency situations.

Communication

25) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to Procurement@stcharlesil.gov by the last date for questions as reflected on the cover page of this document. A written response in the form of an addendum will be published by the date stated.
26) Proposers shall acknowledge the receipt of any addendum in the spaces designated in Section 4: Response Documents.

Investigation

27) It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
28) If a work site is involved in this solicitation, and the site of the work is:
    a) An area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
    b) An area open to the general public, the proposer may perform their inspection at a time of their choosing.

EVALUATION of Responses

Rejection

The City reserves the right to reject any and all offers in whole or in part according to the best interests of the City.

Receipt of One (or too few) offers

29) If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will either be:
    a) returned unopened to the Proposer for re-submittal at the new due date and time, or
    b) if there are no changes in requirements, and pending agreement with the Proposer, held until the new due date and time.
30) If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

REQUIREMENTS if Awarded the Work:

Contracts:

31) The successful Proposer is required to enter into a contract with the City covering all matters set forth in the solicitation document, addenda and clarification process.
32) Contract must be fully executed by the proposer and submitted to the city's Procurement Division Manager within ten (10) days of notice to award. Any delays will either postpone staff's submittal for City Council approval or risk award.

Insurance:

33) The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (Reference Contract Exhibit C).
34) Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the order.
35) The Proposers obligation to purchase stated insurance cannot be waived by the City's action or inaction.

Security Clearance:

36) Background checks inclusive of finger printing MAY be required for service providers working in secured areas.

Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the city's police department.

37) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

TAXES:

38) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
39) The City's Sales Tax Exemption Number is E9996-0680-07.

AUDIT:

40) The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

PROTESTS:

41) Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
    a) Protests involving the solicitation process must be presented in writing to Procurement@stcharlesil.gov no later than the last date for questions as reflected on the cover page of this document.
    b) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to Procurement@stcharlesil.gov no later than three business days after results are publicly posted.
42) Protests must include: the name and address of the protestor; the title and solicitation # of the solicitation; and if available: if an award has been recommended, the city public meeting agenda #, the award document number, identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
43) A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or $1,000, whichever is less.
    a) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
    b) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
44) Upon receipt of the notice of protest, the Procurement Division Manager shall stop the award process.
    a) The Procurement Division Manager will rule on the protest in writing within two business days from receipt of protest.
    b) Appeals of the Procurement Division Manager's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
    c) The City Administrator's decision is final.

Special Provisions for Professional Services

Part 1: REGARDING THE PROJECTS:

A) Cost Proposal *(reference Proposal Response Documents page 3*

1) Identify costs for each key deliverable
2) Include costs for:
   i. Project Management
   ii. Travel
   iii. Other costs (please explain)
   iv. Total not to exceed extended cost per deliverable
3) Provide a projected number of hours broken down for each team member role for each deliverable
4) Provide additional services not included in the scope of work for consideration by the City. An example would be the additional cost for a second presentation at a City Council meeting, or additional travel for training/implementation.
5) Provide a projected hourly rate to facilitate the possibility of Change Orders.

B) Evaluation Criteria: Proposals will be evaluated on the following criteria and weighted as stated per Project:

QUALIFICATIONS OF FIRMS FOR CONSTRUCTION ENGINEERING SERVICES

1) Capability
2) Competence

PROJECT APPROACH

3) Quality of Response
4) Completeness

C) Evaluation Process

1) An evaluation team will review all proposals based on weighted requirements. The evaluation team is composed of the Department Head, Project Manager, Procurement Division Manager and others as required.
2) Qualifications will be reviewed for compliance, and if compliant, will be deemed responsive.
   i. Proposer Qualifications will be reviewed, and if qualified, will be deemed responsible.
   ii. Proposals from firms whose Qualifications meet or exceed the evaluation criteria will be evaluated.
3) Proposals will be reviewed for compliance, and if compliant, will be deemed responsive.
   i. Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
   ii. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division Manager.
4) Proposals deemed both Responsive and Responsible will be reviewed by the evaluation committee. The committee will utilize the stated criteria and weights when reviewing proposals.
   i. The City reserves the right to seek clarification of proposals.
   ii. Proposers may be required to submit additional data
5) Proposed Fees will be analyzed for totality of costs.
6) Finalists will be invited to submit a 1 page letter inclusive of clarifications and present a Best and Final Offer.
   i. The City reserves the right to negotiate the price and any other term with the proposer offering the Best and Final offer.
   ii. If a negotiated agreement cannot be reached with the front runner, the City may proceed to negotiate with the second best and final offer.
   iii. Any oral negotiations must be confirmed in writing to Procurement@stcharlesil.gov within 2 business days.
7) The City's determination of award for best overall value will consider the following non-exclusive list: available project management resources, soft costs of contract management; and training costs.

D) Basis of Award

1) Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
2) While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
3) Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
4) The City reserves the right to award a shorter term of service, by phase or deliverable, part or portion of a phase or deliverable, any line item or option regardless of order listed.

Part 2: REGARDING THE WORK

E) The Contract for Professional Services is attached for reference at the end of this document.

F) Contract Administration:

1) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
2) Once the "Work May Proceed" order is issued, the work will be turned over to the city's the Project Manager.
   i. The Project Manager's primary responsibility is to assure the city receives the professional services in accordance to the requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

G) Communications Plan: The Service Provider is required to provide the City's Project Manager with updates of the project inclusive of but not limited to: portion of work completed, assumptions, problems encountered… The updates can be in person or over the phone, at the discretion of the city.

H) Change Order Procedure: The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
3) Change orders will describe the city approved change(s), will refer to the service provider's recommended proposal for change, and will be signed by the city and the service provider prior to implementing the change.
4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
5) If the service provider's proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

I) Payment:

1) Services shall be invoiced by month or at completion of each milestone/phase whichever best meets the needs of the City.
2) Authorization of payment requires receipt of service providers invoice, acceptance of services by Project Manager and receipt of other required paperwork.
3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

J) Service Issues: The service provider shall not be reimbursed until services are compliant.

EXHIBIT A:
Firm Qualification Requirements – Construction Engineering Services

Engineering Firm

23) Provide background information on your firm, including, but not limited to:
    a) Organizational structure of firm. Include an organizational chart.
    b) How many years has firm been in business under this name? How many years has firm been in business under: Any other name? Other ownership? Provide details.
    c) What is the value of the firm's work? Completed in the past 12 months? Now under contract?
    d) What is the number of clients in your firm? Serviced in the past 12 months? Now under contract?
    e) How many professionals are employed? How are these broken down by specialty? (Provide specifics relating to Construction Engineering staff size and capabilities)

24) Provide a brief explanation of the following:
    a) A time your organization failed to complete a contract
    b) Bankruptcy or reorganization
    c) Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years

25) Provide evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank

26) Provide a listing of references from similar projects in size and scope within the past five (5) years. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. References within the greater Chicago area preferred.

27) Provide Resume for Firm's Project Manager of Construction Engineering Services.

28) Provide any other additional data that will permit the City to determine the capability of the Firm to meet all contractual requirements.

QUALIFICATION CRITERIA

29) Capability 50% Level of capability demonstrated by the offeror's proposed resources for meeting the requirements. A demonstrated ability to keep the projects on schedule and within budget. Project staff experience and ability to successfully work as a team.

30) Competence 50% Level of competence of the offeror's experience in managing complex architectural projects. Direct and relevant experience with similar project in size and scope.
    a) Experience managing and overseeing complex municipal construction projects; direct and relevant experience
    b) Ability to complete projects on time

- **The proposals submitted in sealed envelopes, from the engineering firms that are deemed qualified will be opened and evaluated by the Evaluation Committee. Firms deemed qualified to propose on these construction engineering services may be invited to propose on future services.**

EXHIBIT B1: PROJECT A
RENAUX MANOR STORM SEWER IMPROVEMENTS

PROJECT SCOPE

Replacement of approximately 3,000 linear feet of RCP storm sewer with PVC pipe. Work is to be performed in residential front, side and rear yards. Work will include restoration of residential driveways, trees, fences and various other landscaping elements.

CONTRACT SCHEDULE

- City Council Approval — April 1, 2019
- Construction Operations Commence — April 10, 2019
- Substantial Contract Completion — July 31, 2019

ANTICIPATED WEEKS OF RESIDENT ENGINEERING SERVICES NEEDED

Estimated 10 weeks + Pre & Post Construction Requirements. All Firms are to provide fee schedule based on 10 weeks of full-time Construction Engineering Services plus all necessary man-hours pre-construction and post-substantial completion.

MINIMUM SCOPE OF CONSTRUCTION ENGINEERING SERVICES

1. **Pre-Construction Activities**
   a) **Preliminary Conference –** Meet with City Staff to discuss goals, objectives, questions, schedule, etc. related to the project.
   b) **Preconstruction Meeting –** Attend and run pre-construction meeting with City Staff, and Contractor.
   c) **Review of Existing Data** - Review contract plans, specifications and Contract Documents.
   d) **Project Set-up -** Pre-construction set-up, which shall include file and document organization, specifications, prepare hard and electronic files such as pay request, IDR, weekly report, change order, traffic control, material inspection, quality control documentation and erosion control report forms and other files and forms required by the City.
   e) **Contractor Walk Through** – Attend a site visit and walk through with the Contractor to review all existing conditions.

2. **Construction Layout and Survey Coordination**
   a) **Survey Coordination** – Coordinate the marking of stationing and marking of the removal limits for sidewalk, curb, driveways, etc.

3. **Utility Coordination and Conflict Resolution**
   a) **Verify Utilities** – The Resident Engineer shall be responsible for reviewing the utility locates and verifying the locations to the plans prior to the start of construction.
   b) **Coordination with Utility Companies** – The Resident Engineer shall assist the Contractor and the City in the coordination of utility conflicts, adjustments and relocations as needed. The City has begun coordinating most of the relocation work.

4. **Resident Engineering Services**

   Resident Engineering services shall include, but not be limited to the following:
   a) Regular communication, coordination and customer service to business owners.
   b) Complete all documentation required by IDOT Policy.
   c) Make the day-to-day decisions to the extent that his/her experience and construction knowledge permit.
   d) Assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

e) Direct client contact on project related issues.
f) Observe and document traffic control.
g) Daily construction observation for compliance with the plans and specifications.
h) The Resident Engineer shall use standard survey methods and measuring techniques in the preparation of quantity verification, which will include, but not limited to, trench backfill calculations, taping lineal foot items, such as curbs, area measurement such as pavement patching, sidewalk and pavements and weight measures such as hot-mix asphalt. These measurements are required as part of the IDOT documentation process for final payment.
i) Daily coordination with the Contractor on work and schedule.
j) Manage and quality control of construction engineering staff.
k) Maintain daily record of Contractor's activities.
l) Shop drawing review and processing.
m) Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports.
n) Field markup of record drawings (penciled redlines).
o) Conduct project meetings, as required (typically on a weekly basis).
p) Evaluate and provide engineering solution to solve construction conflicts.
q) Punch-list and closure.
r) Final documentation and project closeout with the City.
s) Coordinate any sub-consultant activities.
t) Provide project status to the City which may be included on the City's website on a weekly basis.
u) Maintain a daily record of the Contractor's activities throughout construction including sufficient information to permit verification of the nature and costs of changes in plans and authorized extra work.
v) Engineering services shall include all equipment, instruments, supplies, transportation, and personnel required to perform the duties of the resident engineer.
w) Furnish the services herein within twenty-four hours of notification by the City or authorized representative.
x) Attend meetings and visit the site at any reasonable time when requested to do so by representatives of the City.
y) Inspect, document, and inform the City of the adequacy of the establishment and maintenance of the traffic control.

4. Meetings and Coordination

- **Pre-Construction Meeting** – The pre-construction meeting for this project will be arranged by the City. The Resident Engineer shall be required to provide an agenda, attend and run the meeting, and take meeting minutes to be submitted to and the City with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.
- **Weekly Construction Meeting** – Weekly coordination meetings will be scheduled and coordinated by the Resident Engineer. These meetings shall be for the purpose of coordinating construction activities for the upcoming week, and any other important issues that may arise.
- **Local Agency Information Meetings** – Local Agency meetings including businesses, residents and interested groups will be coordinated by the Resident Engineer. These meetings shall be for providing information related to construction issues, budget, scheduling, and other important issues that may arise regarding work within the project limits. These meetings will be held on an as needed basis.
- **Utility Coordination Meeting** – Utility coordination meeting shall be coordinated and scheduled by the Resident Engineer. This meeting shall be for coordinating the scheduling of construction activities in conjunction with utility relocates and adjustments. The meetings may be required when conflict between the utility and the proposed improvement require cooperative effort and alternative engineering design and plan revisions.
- **Meeting Minutes** – The Resident Engineer shall be required to attend, run, and provide meeting minutes to be submitted to the City of St. Charles, and/or other agencies in attendance no later than 7 days after the date of the coordination meeting.

5. **Material Testing**
    - The Contractor will be required to provide all Quality Control (QC) testing as required by the plans and specifications. The City of St. Charles will be separately contracting for Quality Assurance (QA) testing. The Resident Engineer will be required to communicate and schedule with the QA consultant.

ITEMS PROVIDED BY THE CITY

1. Construction Plans and Contract Specifications (To be posted on City website February 21, 2019)
2. Quality Assurance Services (Contracted Separately)

SPECIFIC QUALIFICATIONS

The successful Consulting Firm and its Resident Engineer shall have substantial construction engineering experience, experience working with municipal and regulatory agencies, the ability to provide project leadership in areas such as, but not limited to; project management, keeping detailed records of the process, exceptional customer service and communication skills with residents and the City.

1. The Consultant shall provide a Resident Engineer with robust interpersonal skills and a proven track record working with residents.
2. The City's expectations are that the Consultant will maintain consistent staffing for the entirety of the contract, as presented in the Qualifications and Proposal documentation.

TO BE PROVIDED AS PART OF PROPOSAL PACKAGE:

1. Provide a narrative plan describing your management and project approach to services of this nature including an organizational chart clearly defining roles and responsibilities of each member of that organizational chart.
2. Key staff and sub-consultant resumes. Include abilities, qualifications, licenses and experience of the persons that will be directly involved with the project. Resumes shall be limited to two pages.
3. A cost proposal, which shall include the following:
    a. Breakdown of scope of work by task.
    b. Personnel assigned to each task (name, title, hourly rate and the number of hours assigned to each person per task)
    c. Detail information regarding the cost for any services provided by a sub-consultant.
    d. Direct cost, mileage, etc.
    e. Overhead rate, multiplier rate, and summary of rates for all applicable employee rate classes.

WEIGHTED EVALUATION CRITERIA

1. **Resume of Resident Engineer 50%**
    a. Overall experience, education, capabilities and qualifications of Resident Engineer(s) assigned to the project.
    b. Experience of Resident Engineer(s) on projects of similar nature and scope
    c. Ability of the Resident Engineer(s) to act with professionalism and with a mindset of customer service while representing the City on the project site.
2. **Price 50%**
    a. The not-to-exceed fee to accomplish all work as described herein.

EXHIBIT B2 PROJECT B
RITA & NICHOLAS AVENUES UTILITY IMPROVEMENTS & STREET RECONSTRUCTION, PATRICIA LANE BASE RECLAMATION PROJECT, & ON-CALL CONSTRUCTION ENGINEERING SERVICES

PROJECT SCOPE – Rita & Nicholas

- Replacement of 800 linear feet of water main, the construction of 530 linear feet of new sanitary sewer, the construction of approximately 400 linear feet of storm sewer (new/replacement), full replacement of Curb and gutter, sidewalk and driveway aprons, reconstruction of the roadway.

PROJECT SCOPE – Patricia Lane Base Reclamation

- Minimal utility repairs, full replacement of curb and gutter and driveway aprons, sidewalk repairs and base reclamation and asphalt paving of the roadway.
- Note that Patricia Lane is approximately 1 mile away from Rita & Nicholas Avenues.

PROJECT SCOPE – On-Call Resident Engineering Services

- Daily construction observation for the City's 2019 MFT Street Rehabilitation Project.
- It is expected that one engineer will be provided full-time for the duration of the on-call assistance. The City will be providing an intern to assist the engineer.

CONTRACT SCHEDULE

• City Council Approval	April 1, 2019
• Construction Operations Commence	May 1, 2019
• Substantial Contract Completion	August 9, 2019
• Final Contract Completion	August 31, 2019

ANTICIPATED WEEKS OF RESIDENT ENGINEERING SERVICES NEEDED

Due to the nature of the Patricia Lane project and proximity to the Rita & Nicholas project, the City is requesting that Firms provide a full-time Resident Engineer for Rita & Nicholas, with the anticipation that the Resident Engineer can also cover the majority of work being performed on Patricia Lane. A second Resident Engineer or Inspector will be required to cover construction inspection requirements on Patricia Lane at various times. A separate Resident Engineer will be required for on-call services.

Proposals shall be structured as follows:

Primary Resident Engineer- R.E. covering daily construction operations at Rita & Nicholas Avenues Project and at Patricia Lane as feasible. Estimated at 16 weeks + Pre & Post Construction Requirements.
Secondary Resident Engineer/Inspector- Responsible for inspections on Patricia Lane project on days that Primary Resident Engineer cannot adequately cover both project sites. Estimated at 4 weeks.
On-Call Resident Engineer- R.E. shall be available separate from the Primary and Secondary R.E. and will be required for 16 working days (Friday, May 24 through Monday, June 17)

All Firms are to provide fee schedule based on the assumed man-hours listed above plus all necessary man-hours pre-construction and post-substantial completion. Proposal shall be split into 3 separate fees.

MINIMUM SCOPE OF CONSTRUCTION ENGINEERING SERVICES

1. **Pre-Construction Activities**
   f) **Preliminary Conference –** Meet with City Staff to discuss goals, objectives, questions, schedule, etc. related to the project.
   g) **Preconstruction Meeting –** Attend and run pre-construction meeting with City Staff, and Contractor.

h) **Review of Existing Data** - Review contract plans, specifications and Contract Documents.

i) **Project Set-up -** Pre-construction set-up, which shall include file and document organization, specifications, prepare hard and electronic files such as pay request, IDR, weekly report, change order, traffic control, material inspection, quality control documentation and erosion control report forms and other files and forms required by the City.

j) **Contractor Walk Through** – Attend a site visit and walk through with the Contractor to review all existing conditions.

2. Construction Layout and Survey Coordination

b) **Survey Coordination** – Coordinate the marking of stationing and marking of the removal limits for sidewalk, curb, driveways, etc.

3. Utility Coordination and Conflict Resolution

c) **Verify Utilities** – The Resident Engineer shall be responsible for reviewing the utility locates and verifying the locations to the plans prior to the start of construction.

d) **Coordination with Utility Companies** – The Resident Engineer shall assist the Contractor and the City in the coordination of utility conflicts, adjustments and relocations as needed. The City has begun coordinating most of the relocation work.

4. Resident Engineering Services

Resident Engineering services shall include, but not be limited to the following:

z) Regular communication, coordination and customer service to business owners.

aa) Complete all documentation required by IDOT Policy.

bb) Make the day-to-day decisions to the extent that his/her experience and construction knowledge permit.

cc) Assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

dd) Direct client contact on project related issues.

ee) Observe and document traffic control.

ff) Daily construction observation for compliance with the plans and specifications.

gg) The Resident Engineer shall use standard survey methods and measuring techniques in the preparation of quantity verification, which will include, but not limited to, trench backfill calculations, taping lineal foot items, such as curbs, area measurement such as pavement patching, sidewalk and pavements and weight measures such as hot-mix asphalt. These measurements are required as part of the IDOT documentation process for final payment.

hh) Daily coordination with the Contractor on work and schedule.

ii) Manage and quality control of construction engineering staff.

jj) Maintain daily record of Contractor's activities.

kk) Shop drawing review and processing.

ll) Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports.

mm) Field markup of record drawings (penciled redlines).

nn) Conduct project meetings, as required (typically on a weekly basis).

oo) Evaluate and provide engineering solution to solve construction conflicts.

pp) Punch-list and closure.

qq) Final documentation and project closeout with the City.

rr) Coordinate any sub-consultant activities.

ss) Provide project status to the City which may be included on the City's website on a weekly basis.

tt) Maintain a daily record of the Contractor's activities throughout construction including sufficient information to permit verification of the nature and costs of changes in plans and authorized extra work.

uu) Engineering services shall include all equipment, instruments, supplies, transportation, and personnel required to perform the duties of the resident engineer.

vv) Furnish the services herein within twenty-four hours of notification by the City or authorized representative.

ww) Attend meetings and visit the site at any reasonable time when requested to do so by representatives of the City.

xx) Inspect, document, and inform the City of the adequacy of the establishment and maintenance of the traffic control.

6. Meetings and Coordination

- **Pre-Construction Meeting** – The pre-construction meeting for this project will be arranged by the City. The Resident Engineer shall be required to provide an agenda, attend and run the meeting, and take meeting minutes to be submitted to and the City with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.
- **Weekly Construction Meeting** – Weekly coordination meetings will be scheduled and coordinated by the Resident Engineer. These meetings shall be for the purpose of coordinating construction activities for the upcoming week, and any other important issues that may arise.
- **Local Agency Information Meetings** – Local Agency meetings including businesses, residents and interested groups will be coordinated by the Resident Engineer. These meetings shall be for providing information related to construction issues, budget, scheduling, and other important issues that may arise regarding work within the project limits. These meetings will be held on an as needed basis.
- **Utility Coordination Meeting** – Utility coordination meeting shall be coordinated and scheduled by the Resident Engineer. This meeting shall be for coordinating the scheduling of construction activities in conjunction with utility relocates and adjustments. The meetings may be required when conflict between the utility and the proposed improvement require cooperative effort and alternative engineering design and plan revisions.
- **Meeting Minutes** – The Resident Engineer shall be required to attend, run, and provide meeting minutes to be submitted to the City of St. Charles, and/or other agencies in attendance no later than 7 days after the date of the coordination meeting.

7. Material Testing

- The Contractor will be required to provide all Quality Control (QC) testing as required by the plans and specifications. The City of St. Charles will be separately contracting for Quality Assurance (QA) testing. The Resident Engineer will be required to communicate and schedule with the QA consultant.

ITEMS PROVIDED BY THE CITY

1. Construction Plans and Contract Specifications (Rita & Nicholas Project can be downloaded from the City website)
2. Quality Assurance Services (Contracted Separately)

SPECIFIC QUALIFICATIONS

The successful Consulting Firm and its Resident Engineer(s) shall have substantial construction engineering experience, experience working with municipal and regulatory agencies, the ability to provide project leadership in areas such as, but not limited to; project management, keeping detailed records of the process, exceptional customer service and communication skills with residents and the City.

1. The Consultant shall provide a Resident Engineer(s) with robust interpersonal skills and a proven track record working with residents.
2. The City's expectations are that the Consultant will maintain consistent staffing for the entirety of the contract, as presented in the Qualifications and Proposal documentation.

TO BE PROVIDED AS PART OF PROPOSAL PACKAGE:

1. Provide a narrative plan describing your management and project approach to services of this nature including an organizational chart clearly defining roles and responsibilities of each member of that organizational chart.
2. Key staff and sub-consultant resumes. Include abilities, qualifications, licenses and experience of the persons that will be directly involved with the project. Resumes shall be limited to two pages.
3. A cost proposal, which shall include the following:
    a. Breakdown of scope of work by task.
    b. Personnel assigned to each task (name, title, hourly rate and the number of hours assigned to each person per task)
    c. Detail information regarding the cost for any services provided by a sub-consultant.
    d. Direct cost, mileage, etc.
    e. Overhead rate, multiplier rate, and summary of rates for all employee rate classes.
    f. Be split into 3 separate tasks/fees (Rita/Nicholas, Patricia, On-Call)

WEIGHTED EVALUATION CRITERIA

1. **Resume of Resident Engineer 50%**
    a. Overall experience, education, capabilities and qualifications of Resident Engineer(s) assigned to the project.
    b. Experience of Resident Engineer(s) on projects of similar nature and scope
    c. Ability of the Resident Engineer(s) to act with professionalism and with a mindset of customer service while representing the City on the project site.
2. **Price 50%**
    a. The not-to-exceed fee to accomplish all work as described herein.

ST. CHARLES SINCE 1834	**Response Cover Page** **This is page #1 of each of your responses.**	
	Construction Engineering Services #1029	Based on Addendum # _____

Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.

Proposal Prepared By:		**Contacts:**	
Firm Name		**Operations: Scheduling and Managing the Work**	
DBA		Contact Name	
Address		Contact Phone #	
		Contact E-mail	
City, St, Zip		**Sales: Price, Quality, and Service**	
Signature		Contact Name	
Print Name		Contact Phone #	
Position		Contact E-Mail	
Phone #		**Customer Service: Purchase Order, Invoicing, Payment**	
Fax #		Contact Name	
E-mail Address		Contact Phone #	
		Contact E-Mail	

This business Firm is (check one) ☐ An Individual ☐ A Partnership ☐ A Corporation ☐ An LLC

Exceptions: (check one)

☐ This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

☐ We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language *(reference section name and identifying reference)*:

For Office Use:
S/G/B
Originator:
CPR:
CC: W9 COI
Disc: w/i

ST. CHARLES SINCE 1834	**Signature Page** **This is page #2 of each of your responses.**	
	Construction Engineering Services #1029	Based on Addendum # _____

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

If an Individual

By: _____
Signature

_____
Title

If a Partnership

By: _____
Signature

_____
Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

_____
Title

ATTEST_____

If a Joint Venture

By: _____
Signature

_____
Title

By: _____
Signature

_____
Title

DATE_____

Attach seal here.

Certification of Compliance

This is page #3 of your QUALIFICATIONS response.

(A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.

(B) The undersigned certifies that, pursuant to the **Illinois Human Rights** Act provisions of Section 775 ILCS 5/2-105,the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.

(C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.

(D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.

(E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.

(F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.

(G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.

(H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.

(I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

Check One:

☐ **There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

☐ **There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or a ny potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name _____ **Signature** _____ **Date**_____

ST. CHARLES SINCE 1834	**Response Price Proposal Page** **This is page #3 of your PROJECT response.**	
	Construction Engineering Services **PROJECT A Renaux Manor**	Based on Addendum # _____

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

Project A – Renaux Manor				
Task:	**# hours**	**Assigned Engineer name/title (or sub-consultant)**	**hourly rate**	**extended**
			Not to Exceed Sub-Total:	
Additional costs				
Description			**unit cost**	**extended**
			Not to Exceed Sub-Total:	
Overhead rate/ Multiplier:				
Direct Costs:				
			TOTAL NOT TO EXCEED for Project A	

Note: Proposal Sheet may be modified slightly, but shall remain consistent with formatting provided. All proposals must be submitted on the provided Response Price Proposal Page.

ST. CHARLES SINCE 1834	**Response Price Proposal Page** **This is page #3 of your PROJECT response.**	
	Construction Engineering Services **PROJECT B RITA / NICHOLAS**	Based on Addendum # _____

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

Project B: RITA / NICHOLAS				
Task:	**# hours**	**Assigned Engineer name/title (or sub-consultant)**	**hourly rate**	**extended**
			Not to Exceed Sub-Total:	
Additional costs				
Description			**unit cost**	**extended**
			Not to Exceed Sub-Total:	
Overhead rate/ Multiplier:				
Direct Costs:				
			TOTAL NOT TO EXCEED for Project	

Note: Proposal Sheet may be modified slightly, but shall remain consistent with formatting provided. All proposals must be submitted on the provided Response Price Proposal Page.

ST. CHARLES SINCE 1834	**Response Price Proposal Page** **This is page #3 of your PROJECT response.**	
	Construction Engineering Services **PROJECT B PATRICIA LANE**	Based on Addendum # _____

Project B: PATRICIA LANE				
Task:	**# hours**	**Assigned Engineer name/title (or sub-consultant)**	**hourly rate**	**extended**
			Not to Exceed Sub-Total:	
Additional costs				
Description			**unit cost**	**extended**
			Not to Exceed Sub-Total:	
Overhead rate/ Multiplier:				
Direct Costs:				
			TOTAL NOT TO EXCEED for Project	

Note: Proposal Sheet may be modified slightly, but shall remain consistent with formatting provided. All proposals must be submitted on the provided Response Price Proposal Page.

ST. CHARLES SINCE 1834	**Response Price Proposal Page** **This is page #3 of your PROJECT response.**	
	Construction Engineering Services **PROJECT B ON CALL**	Based on Addendum # _____

Project B: ON CALL				
Task:	**# hours**	**Assigned Engineer name/title (or sub-consultant)**	**hourly rate**	**extended**
			Not to Exceed Sub-Total:	
Additional costs				
Description			**unit cost**	**extended**
			Not to Exceed Sub-Total:	
Overhead rate/ Multiplier:				
Direct Costs:				
			TOTAL NOT TO EXCEED for Project	

Note: Proposal Sheet may be modified slightly, but shall remain consistent with formatting provided. All proposals must be submitted on the provided Response Price Proposal Page.

ST. CHARLES SINCE 1834	**Customized Mailing Label For Sealed Submittal**
	Construction Engineering Services #1029

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.

ST. CHARLES SINCE 1834	**Sealed Submittal**
	Construction Engineering Services QUALIFICATIONS #1029

DUE: Wednesday, March 6th
Prior to: 8:00 AM

FROM:

Firm Name	

TO:

Receptionist / City Hall

City Of St Charles

2 East Main Street

St Charles, Il 60174

	Customized Mailing Label For Sealed Submittal
	Construction Engineering Services #1029

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.

	Sealed Submittal
	Construction Engineering Services **PROJECT A** **#1029**

DUE: Wednesday, March 6th
Prior to: 8:00 AM

FROM:

Firm Name	

TO:

Receptionist / City Hall

City Of St Charles

2 East Main Street

St Charles, Il 60174

	Customized Mailing Label For Sealed Submittal
	Construction Engineering Services #1029

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.

	Sealed Submittal
	Construction Engineering Services **PROJECT B** **#1029**

DUE: Wednesday, March 6th
Prior to: 8:00 AM

FROM:

Firm Name	

TO:

Receptionist / City Hall

City Of St Charles

2 East Main Street

St Charles, Il 60174

St. Charles Agreement for Professional Service
Construction Engineering Services #1029

This agreement for professional services ("**Agreement**") has been awarded on _____, 20____ by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and _____ ("**Professional Service Provider")** (Inc/LLC/Co/sole proprietorship), located at _____. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued Request for Qualifications and Proposal **#1029** (**Solicitation**) for professional services entitled **CONSTRUCTION ENGINEERING SERVICES (“Project”)**;

Whereas, the Professional Service Provider submitted an offer **(Offer)** in response to the Solicitation and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City’s requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider the Project, inclusive of project:_____ _____ and reimbursable expenses in a total amount not to exceed $_____; [Options / Phases not listed have not been awarded.]

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

A. Incorporated Documents. The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.

a. The Work May Proceed document will be generated upon contract execution and City’s Purchase Order distribution. The Work May Proceed document is incorporated as the first page of this Contract. The Purchase Order Number will become the identification number for all transactions during this fiscal year and must be referenced on all related documents, inclusive of invoices. **Work may not begin until issuance of the Work May Proceed.**

b. The City’s Solicitation Package (minus the response pages and sample award documents), all addenda and any related documents is attached as **Exhibit A**

c. The Contractor’s offer and all related documents is attached as **Exhibit B**

d. The City’s Insurance Requirements and Sample Acord Certificate of Insurance is attached as **Exhibit C**

e. Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**

B. Controlling Document. In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

A. Scope of Services. Professional Service Provider shall provide awarded Services in accordance with the Project Requirements stated within the City’s Solicitation [**Exhibit A**], and the Offer submitted by the Professional Service Provider [**Exhibit B**].

a. **Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.

b. **Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.

c. **Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Services Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Services Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Services Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Services Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

B. Status of Independent Professional Service Provider. Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

A. Term. This Contract becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.

B. Termination of Contract. The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it , as is reasonably necessary in accordance with the following conditions:

a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.

b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24 hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.

c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.

d. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.

e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.

Article 4: Compensation

A. **Price.** The City shall pay the Professional Services Provider for Services in accordance with the amounts set forth in the Offer. [**Exhibit B**] The maximum price stated on page 1 may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [**Exhibit D**], and shall be attached as an amendment to this Contract.

B. **Invoicing.** Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for

travel, postage, duplication, subcontracted services; supplier's invoices to justify material mark-up; certified payroll; waivers of lien; and supplier's invoices to justify material mark-up.

C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.

D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt payment Act or Professional Service Provider's invoice, whichever is more favorable to the City.

   a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.

   b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

A. Consent and Approvals. The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.

B. Insurance. The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit C**.

C. Standard of Performance. Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.

D. Best Efforts. The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.

E. Non-disclosure. The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.

F. No Duty. The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.

G. Hold Harmless and Indemnification.

a. **Patents and Copyrights.** Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.

b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

A. Illinois Freedom of Information Act. The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers possession.

a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.

b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.

c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.

B. Discrimination Prohibited.

a. **Equal Employment Opportunity.** Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.

b. **ADA.** Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

A. Changes and Alterations. Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. [**Exhibit D**]

B. Extension or Renewal of Contract. The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.

C. Assignment. Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.

D. Notification. All notification under this Contract shall be made as follows:

a. **If to the City**
City of St. Charles
Attn: Procurement Division Manager
2 East Main Street
St. Charles, IL 60174
Fax: 630.377.4487
Email: Procurement@stcharlesil.gov
Phone: 630.762.6936

If to the Professional Service Provider

b. **With electronic copies to**
Procurement Division Manager: Procurement@stcharlesil.gov
Ken Jay, Public Works Manager – Engineering: kjay@stcharlesil.gov

Article 8: Applicability

A. Other Entity Use. The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.

B. Waiver. Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.

C. Severability. If any provision of this Professional Service Provider is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

D. Governing Jurisdiction. The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.

E. Governing Law. The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager

ATTEST_____

DATE_____

_____
Joan M. Schouten; Procurement Division Manager

For: Professional Service Provider

If an Individual
By: _____
Signature

_____
Title

If a Partnership
By: _____
Signature

_____
Title

By: _____
Partner

If a Corporation
By: _____
Signature of person authorized to sign

_____
Title

ATTEST_____

If a Joint Venture
By: _____
Signature

_____
Title

By: _____
Signature

_____
Title

DATE_____

Insurance Requirements for Professional Services

Exhibit C1

Prior to commencement of Professional Services governed by contract between the City of St. Charles **(City)** and the Professional Service Provider **(Insured)**, the Professional Service Provider and each of its subcontractors, consultants and agents hired to provide the services for the Project, shall provide the City with satisfactory evidence of insurance coverage.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.

2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.

a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.

3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.

4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.

5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited <u>on the following page</u> (or greater if required by law):

a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Professional Service Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it.

6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.

7. Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.

a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Agreement will terminate.

Exhibit C2

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Sample

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	Policy Number	eff date	exp date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $ 5,000 $ 1,000,000 $2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		Policy Number	eff date	exp date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
	X UMBRELLA LIAB EXCESS LIAB X OCCUR CLAIMS-MADE DED RETENTION $			Policy Number	eff date	exp date	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	Policy Number	eff date	exp date	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
	Professional Liability				eff date	exp date	Limit:	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project Name, Project Number

The City of St. Charles and any official, trustee, director, officer or employee of the City (plus holder or mortgagee as designated by the City), are added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Workers' Compensation and General Liability policies, when required by written contract and where allowed by law.

The General Liability policy shall not contain exclusions for bodily injury or property damage arising out of Explosion Hazard, Collapse Hazard, or Underground Hazard work.

The Umbrella must follow form over the underlying liability with regards to coverage terms and conditions, Additional Insured, and Waiver of Subrogation.

CERTIFICATE HOLDER

City of St. Charles
2 E. Main St.
St. Charles, IL 60174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature

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CHANGE ORDER: Construction Engineering Group **Exhibit D**

Contract #1029 PO# Amendment #_____

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- ☐ Changed / Unforeseen Condition
- ☐ Change in Scope
- ☐ Errors and Omissions
- ☐ Renewal / Extension of Services
- ☐

_____

2. The effect of this change is (check all that apply):

- ☐ Total Cost is increased by $_____
- ☐ Material is increased by $_____
- ☐ Extension of _____ (calendar / work) days
- ☐ Extension of Completion Date from _____to_____
- ☐ Emergency Change, not to exceed $_____
- ☐

_____

3. Attachments Supporting Change Order (check all that apply)

- ☐ Contractor's Proposal
- ☐ Description of Change (include Drawing if applicable)
- ☐ other: _____

Change in Price			**Change in Completion** (days / calendar date)	
Original Price *(reference Agreement cover page)*	$_____	***a***	Original: #days until completion / calendar date for completion *(reference date of Work May Proceed)*	_____
Current Price resulting from Prior Change Orders *(reference prior Change Order line d)*	$_____	***b***	Current Completion resulting from Prior Change Orders: *(reference prior Change Order line d)*	_____
Net Increase/decrease of this Change Order *(reference above #2)*	$_____	***c***	Net increase/decrease of days for this Change Order *(reference above #2)*	_____
New Price inclusive of this Change Order* *d=(b+c)*	$_____	***d***	New Time of Completion inclusive of this Change Order *d=(b+c)*	_____
Cumulative Price change since execution* *e=(d-a)*	$_____	***e***	Cumulative Time of completion since execution (expressed as total days)** *e=(d-a)*	_____
**if the total price (d) exceeds $25,000, and has not been approved by council, council approval is required.* **If the cumulative price change (e) exceeds 10% or $25,000, or exceeds an approved contingency, council approval is required.*			***if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable?* ***No***	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

For Office Use Only

City Project Manager _____ date_____

Contractor/Professional Service Provider _____date_____