

RESOLUTION
R 10-16

A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT INVOLVING AN INCREASE/DECREASE IN THE DOLLAR AMOUNT OF THE CONTRACT OF \$10,000 OR MORE AND/OR EXTENDING/SHORTENING THE TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY THIRTY (30) DAYS OR MORE

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, units of local government are required to make specific findings prior to authorizing any amendment relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, or would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed amendment to the contract between the Village of Lombard and ESI Consultant LTD. regarding the North Broadway Force Main and Pump Station project, as attached hereto as Exhibit "A" and made part hereof, (the "Amendment") to the Corporate Authorities of the Village of Lombard; and

WHEREAS, said Amendment attached hereto as Exhibit "A" would increase the dollar amount of the contract by \$30,520.54.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That after reviewing the explanation of staff as to the necessity of and reasons for the Amendment attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A That the circumstances which necessitated said Amendment were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the Amendment was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the Village of Lombard to approve the Amendment in its proposed form.
- D. That to the extent that it may have been necessary to go to bid relative to the work contemplated by said Amendment, bidding is hereby specifically waived as to the Amendment work.

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North Broadway Force Main & Pump Station
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SECTION 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the Amendment attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said Amendment on behalf of the Village.


Adopted this 21st day of January, 2016.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware


Nays: None

Absent: None

Approved this 21st day of January, 2016.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk



December 17, 2015

Via e-mail: Amalone@esiltd.com

Mr. Tony Malone
ESI CONSULTANTS
1979 N. Mill Street, Suite 100
Naperville, IL 60563

RE: Proposal for Professional Land Surveying Services
Lombard N. Broadway Pump Station Site
Compass Proposal Number: 15-663

Dear Tony:

Thank you for the opportunity to provide this proposal for Professional Land Surveying services. For a fee of \$602.50 (see breakdown below) Compass Surveying Ltd will prepare 2 legal descriptions for easements over DuPage County property.

Survey Budget:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>CHARGE</u>
1) PLS	Research, client communication, review existing documents, review CAD drawings, prepare legals and final QA / QC	2.5	\$125.00	\$312.50
2) CAD Technician	Download, review, assemble and prepare drawings for proposed easements	2.5	\$90.00	\$225.00
3) Admin	Prepare word documents	1	\$65.00	\$65.00
			TOTAL	\$602.50

At this time, we can complete this project in approximately 2 weeks of authorization to proceed (weather permitting). Please note that additional copies, all delivery charges, and research documents are reimbursable to the project. Also, additional work generated from client(s) or governmental comments will be charges at regular hourly rates. Survey fees are payable within 30 days, subject to a service charge of 1 -1/2% per month on unpaid balances.

To indicate your authorization of this proposal, please sign the acceptance block below and return via e-mail to admin@clsurveying.com or fax at 630.820.7030. This proposal is valid for 45 days.

If you have any questions, please feel free to contact me.

Yours truly,

Scott C. Krebs, PLS
Vice President

SCK/hmb
Attachment(s)

Accepted By:	
	(Signature)
Print Name:	<u>Keith Giagnorio</u>
Date:	<u>January 21, 2016</u>

COMPASS SURVEYING LTD
GENERAL CONDITIONS (Rev. 09/25/07)

Item 1. Client Responsibilities. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing.

The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. Scope of Work. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. Modifications. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. Standard of Care. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. Confidentiality. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. Termination of Contract. Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. Utilities. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS. The Client agrees to hold CS, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to CS's work.

Item 10. Ownership and Copyright. All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. Use of Electronic Media. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: SCK

Date: _____

Client Initials: S.T.C.