



Task Order No. 25-07
Village of Romeoville, Illinois (OWNER)
and Robinson Engineering, Ltd. (ENGINEER)
Pursuant to Technical Services Agreement dated January 1, 2017

Project Information

Services Name: Professional Services – Construction Engineering for Romeoville 5 Yr Water Main Replacement- Year 2
Ref. REL Project #24-R0447.24

Services Description: The OWNER requests the ENGINEER to provide construction engineering services for the Romeoville 5 Year Water Main Replacement Program- Year 2 that includes installation of approximately 13,330 (thirteen thousand three hundred thirty) lineal feet of 8" and 12" PVC water main, 170 (one hundred seventy) 3/4" long water services to front yards, 200 (two hundred) 3/4" short water services, 24 (twenty-four) new main line valves, and associated concrete sidewalk, curb and gutter and pavement restoration needed. Project contract includes a completion date of July 30, 2027, assuming an August 2026 construction start (schedule solely dependent on IEPA approval of the bid and funding being in place).

Scope of Services

ENGINEER proposes the following services to OWNER, final scope of services to be determined by Owner:

Construction Engineering

- Preparation, administration and attendance at one (1) preconstruction meeting.
- Preparation of pre-construction meeting minutes.
- Shop drawing review(s). Budget includes one (1) re-submittal review.
- Part-Time Resident Engineer construction observation – budget includes 6 hours/day for 200 working days = 1,200 hours.
- Coordination with Village Utilities Dept. staff who will be providing supplemental part time construction observation
- Village staff to provide all resident coordination
- Construction layout/staking – budget includes seven (10), eight-hour (8-hr) days of layout (80 hours total) and thirty-two hours (32-hrs) of staking plan preparation.
- Responses to contractor inquiries
- Coordination with the Village's geotechnical consultant for material testing.
- Preparation and review of change orders as necessary.
- Review of contractor payment applications and preparation of payment recommendations.
- Preparation and submission of IEPA disbursement request forms.
- One (1) punch list inspection meeting and preparation of one (1) punch list. Subsequent inspections to be conducted by Village staff.
- Project close out services to include review of final quantities, final contractor testing reports (pressure test, chlorination, and material testing), and receipt of contractor red lined as-builts.
- Final audit with the IEPA.



Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses with a not-to-exceed amount of \$362,905.00 (Three Hundred Sixty-Two Thousand Nine Hundred Five Dollars and Zero Cents).

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

ROBINSON ENGINEERING, LTD.

OWNER:

VILLAGE OF ROMEOVILLE

Joel Drabicki
Senior Engineer

Date

Chris Drey
Public Works Director

Date

Romeoville Project Number: _____

Romeoville Account Number: _____

IEPA AGREEMENT REQUIREMENTS

1. Audit, Access to Records

- i) The ENGINEER agrees to include subsections (i) through (iv) below in all contracts and subcontracts directly related to project performances which are in excess of \$25,000. To maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this agreement consistent with generally accepted accounting principles in accordance with the American Institute of Certified Public Accountants Professional Standards. The IEPA or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- ii) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- iii) The ENGINEER agrees to disclosure of all information and reports resulting from access to records pursuant to subsection (i) above, to the IEPA. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity for an audit exit conference to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- iv) Records under subsection (i) above shall be maintained and made available during performance on IEPA loan work under this agreement and until three years from date of final IEPA loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation or exception.

2. Covenant Against Contingent Fees

The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

3. DBE/MBE/WBE

The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises, minority business enterprises and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

4. Non-Discrimination

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

5. Certification of no Disbarment or Suspension

The ENGINEER certifies that no person(s) performing services under this agreement has not been disbarred or suspended in accordance with federal Executive Order 12549.

Article XI Lobbying

Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

Procurement Lobbying. Grantee warrants and certifies that it and to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

Certification. This certification is a material representation of fact upon which reliance was placed to enter in to this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.