

ORIGINAL

RESOLUTION

**A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE
RENEWAL AGREEMENT WITH EDWIN HANCOCK ENGINEERING CO.
FOR THE 2016 ALLEY IMPROVEMENTS ENGINEERING FOR AN ADDITIONAL \$39,500**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that a change order to the Renewal Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois for Professional Engineering Services for Design and Construction Engineering of the 2016 Alley Improvements, is approved in an amount not to exceed \$39,500.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 7th day of December, 2015 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Barber	✓			
Trustee Brewer	✓			
Trustee Lueck	✓			
Trustee Ott	✓			
Trustee Salzman	✓			
Trustee Tucker	✓			

APPROVED this 7th day of December, 2015


Anan Abu-Taleb, Village President

ATTEST


Teresa Powell, Village Clerk

ORIGINAL

RES 15-399_P_090815

RESOLUTION

A RESOLUTION AUTHORIZING EXECUTION OF
A RENEWAL AGREEMENT WITH
EDWIN HANCOCK ENGINEERING CO.
FOR PROFESSIONAL ENGINEERING SERVICES
FOR DESIGN AND CONSTRUCTION ENGINEERING
OF THE 2016 ALLEY IMPROVEMENTS
IN AN AMOUNT NOT TO EXCEED \$231,600.

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Renewal Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois for Professional Engineering Services for Design and Construction Engineering of the 2016 Alley Improvements is approved in an amount not to exceed \$231,600.00, and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 8th day of September, 2015 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	X			
Trustee Barber	X			
Trustee Brewer	X			
Trustee Lueck				X
Trustee Ott	X			
Trustee Salzman	X			
Trustee Tucker	X			

APPROVED this 8th day of September, 2015.



Anan Abu-Taleb, Village President

ATTEST:



Teresa Powell, Village Clerk

**RENEWAL AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND
EDWIN HANCOCK ENGINEERING CO.**

THIS RENEWAL AGREEMENT between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation, and Edwin Hancock Engineering Co. ("Consultant"), an Illinois corporation is entered into this 22 day of September, 2015 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties previously entered into an Professional Services Agreement dated November 4, 2014 ("Original Agreement") for engineering services for the Village's 2015 Alley Improvement Program; and

WHEREAS, the Original Agreement provided that it was subject to renewal pursuant to the terms set forth in the Original Agreement subject to a rate increase as more fully set forth in the Original Agreement; and

WHEREAS, the Parties seek to enter into this Renewal Agreement pursuant to the terms of the Original Agreement and the terms set forth herein for engineering services for the Village's 2016 Alley Improvement Program pursuant to the Consultant's Proposal, attached hereto and incorporated herein by reference as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **RENEWAL AGREEMENT TERM AND COMPENSATION.** This Renewal Agreement shall be in effect from the Effective Date as defined herein through December 31, 2016 or until the completion of all work associated with the 2016 alley improvements. The Village shall provide the Consultant with a notice to proceed which provides a date by which the Consultant shall begin to provide its services pursuant to this Renewal Agreement. The Village shall compensate the Consultant for its services in an amount not to exceed \$231,620.00 pursuant to the Consultant's Proposal and the rates set forth in Exhibit B, attached hereto and incorporated herein by reference.

3. **PROVISIONS OF THE ORIGINAL AGREEMENT TO REMAIN IN EFFECT.** All terms and conditions of the Original Agreement shall remain in full force and effect except as modified herein.

4. **CONFLICT BETWEEN TERMS.** In case of a conflict between any provisions of the Consultant's Proposal and this Renewal Agreement and the Original Agreement, this Agreement and/or the Original Agreement shall control to the extent of such conflict.

5. EFFECTIVE DATE. This Renewal Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

EDWIN HANCOCK ENGINEERING CO.


By: Cara Pavlicek
Its: Village Manager



By: Derek Treichel
Its: President


Date: 9/22/15

Date: 09-29-2015

ATTEST

ATTEST


By: Teresa Powell
Its: Village Clerk


By: [unclear]
Its: [unclear]

Date: 9/22/15

Date: 9-29-15

REVIEWED AND APPROVED
AS TO FORM


SEP 08 2015
LAW DEPARTMENT



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 4 day of November, 2014, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Edwin Hancock Engineering Co., an Illinois corporation (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Village intends to have professional engineering services performed by the Consultant to provide design and construction engineering for alleys scheduled for improvements pursuant to the Village's Request for Proposal for Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements dated September 25, 2014, attached hereto and incorporated herein (hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. SERVICES OF THE CONSULTANT.

1.1. The Project consists of professional engineering services, as more completely described in the Consultant's "Proposal for Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements" dated October 16, 2014, attached hereto ("Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing design and construction engineering services for alley improvements as described in the Scope of Services section of the Project. The Village shall approve the use of subconsultants by Consultant to perform any of the Services that are the subject of this Agreement.

1.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

1.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement or the Village's Request for Proposals, this Agreement and/or the Village's Request for Proposals shall control to the extent of such conflict.

2. COMPENSATION FOR SERVICES.

2.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$248,600.00 ("Contract Price"). The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., except as set forth herein.

2.3. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

2.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

2.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing consultants Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

its officers, employees, or volunteers. The Consultant's duty to defend shall not apply with respect to any Claims that arise from the performance of professional services.

5. INSURANCE.

5.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 5. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 5 and indemnify, hold harmless and defend the Village, its officers, employees, attorneys and volunteers as set forth in this Agreement.

5.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

7. FORCE MAJEURE.

7.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

8. AMENDMENTS AND MODIFICATIONS.

8.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

9. STANDARD OF CARE.

9.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

9.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

9.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

9.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

9.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed

and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. by providing any and all responsive documents to the Village.

10.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

11. SAVINGS CLAUSE.

11.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

12. NON-WAIVER OF RIGHTS.

12.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

12.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

13. THE VILLAGE'S REMEDIES.

13.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to

the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

15. ENTIRE AGREEMENT.

15.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

16. GOVERNING LAW.

16.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17. NOTICE.

17.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302
Fax: (708) 434-1600

If to the Consultant:

Derek Treichel, President
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, Illinois 60154
Tel: (708) 865-0300

17.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

17.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

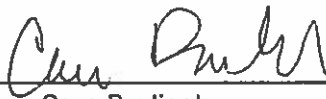
18. BINDING AUTHORITY.


18.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

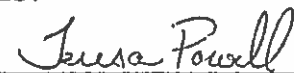
VILLAGE OF OAK PARK

EDWIN HANCOCK ENGINEERING CO.

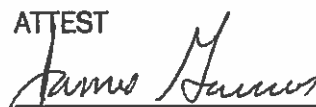

By: Cara Pavlicek
Its: Village Manager
Dated: 11/4/14


By: Derek Treichel
Its: President
Dated: 11/07/2014


ATTEST


By: Teresa Powell
Its: Village Clerk
Dated: 11/4/14

ATTEST


By: JAMES GOURMAS
Its: EXECUTIVE VICE PRESIDENT
Dated: 11/7/14

REVIEWED AND APPROVED
AS TO FORM


NOV 03 2014
LAW DEPARTMENT