

**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

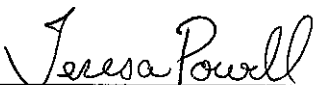
  
By: Derek Treichel  
Its: President


Date: 9/22/15

Date: 09-29-2015

ATTEST

ATTEST

  
By: Teresa Powell  
Its: Village Clerk

  
By:   
Its:

Date: 9/22/15

Date: 9-29-15

REVIEWED AND APPROVED  
AS TO FORM

  
SEP 08 2015  
LAW DEPARTMENT





# HANCOCK ENGINEERING

100 Years of  
Excellence

Civil Engineers ♦ Municipal Consultants ♦ Established 1911

Statement of Qualifications  
to Provide  
Professional Engineering Services for  
Design and Construction Engineering  
of the  
2016 Alley Improvement Project  
Village of Oak Park

Name of Firm: Hancock Engineering

Office Location: 9933 Roosevelt Road, Westchester, Illinois

Contact for SOQ: Hancock Engineering  
Chris Baker, PE  
Project Manager

Contact Phone #: 708-865-0300

Contact email: cbaker@ehancock.com





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**PROJECT APPROACH**

**Project Understanding**

Hancock Engineering understands that the 2016 alley project consists of 21 alleys throughout the Village of Oak Park. Four (4) of the alleys have already been designed. The alleys planned to be improved in the project are listed below:

List of Streets				
Alley Number	Alley Name	Location	Length (feet)	Status
369	Emery	North	470	Open
370	Roswell	East	350	Open
371	Berkshire	Greenfield	760	Open
372	Legendre	North	470	Open
373	Chicago	Low	450	Open
374	Wells	Low	650	Designed
375	Wells	Chicago	340	Open
376	Wells	Humphrey	440	Open
377	Wells	Lake	400	Designed
378	Wells	Humphrey	400	Designed
379	Wells	Chicago	520	Designed
380	Wells	Ham	590	Open
381	Wells	Ward	470	Open
382	Wells	Ward	470	Open
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554				

## PROJECT SCOPE

### Project Tasks

Hancock Engineering has substantial experience performing design and construction engineering services for projects very similar to these Alley Improvements. We will furnish an exceptional team of Engineers to team with the Village and at a minimum, provide the following services:

#### Phase I Engineering

##### Task 1 – Kick-Off Meeting

Hancock Engineering will coordinate and attend a Project Kick-Off Meeting with Village staff prior to initiating any investigative work for the design of these alleys. This meeting will allow us to review the project design, details, and standards with the Village to ensure we are in agreement as to expected deliverables. It will provide a platform to further develop our understanding of this alley improvement project.

##### Task 2 – Refine Project Scope

After meeting with the Village, our office will refine this project scope and add any additional duties which may be required of our firm to provide a comprehensive and thoughtful design.

##### Task 3 – Topographic Survey

Hancock Engineering will prepare topographic surveys of the proposed alley locations. The surveys will be prepared according to Oak Park's *Survey Specifications*, including:

- Topographic Data from Right-of-Way to Right-of-Way
- Elevation Points for all cross-section points at interval not to exceed 50'
- Elevation and horizontal data required to delineate garage floor and garage apron
- Measured depths and visual inspections of all Village of Oak Park-owned water and sewer utilities at all manholes, valve vaults, valve boxes, catch basins, inlets, and sewer clean outs in the village's right of way.
- Setting two benchmarks (on hydrants) per block with a description of the bolt used (such as ne bolt, tagged bolt or first bolt past arrow)
- Detailed data at each connecting intersection and for a minimum of fifty feet (50') in each direction.

It is understood that the delivered form of the alley design survey data shall include an ASCII file (final and complete) and plan view drawing. The ASCII file shall consist of point #, northing, easting, elevation and description. The description shall correspond to the IDOT survey point system.



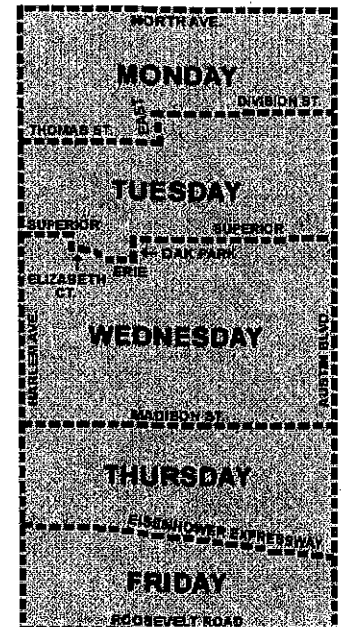
## PROJECT SCOPE

Hancock Engineering acknowledges that of the 30 alleys to be included in the 2015 Improvement Projects, ten (10) of them have already been surveyed. We will provide field verifications on these previously surveyed locations to ensure our ability to complete a thorough design.

### Task 4 – Utility Coordination

Prior to beginning our design, Hancock Engineering will reach out to public utilities to inform them of the upcoming improvements. Location maps will be sent to **Nicor Gas, ComEd, Comcast, and AT&T** at a minimum to request an internal review of their facilities and to encourage them to initiate any necessary repairs as early in the process as possible to avoid any unnecessary interruptions during Phase III. Once base drawings have been created the public utility companies will be contacted again and asked to “red-line” their existing utilities directly on our plans so that their infrastructure can be incorporated into our improvements.

We will contact **Waste Management** during the design process to inform them of the upcoming project. Unfortunately, during alley reconstructions, there is no “easy” way to handle refuse collection. However, we have had great success working with refuse collectors to simplify the process as much as possible. Provisions will be placed in the specifications to place the burden of responsibility on the Contractor. For instance, if the Contractor chooses to pour an alley on a timeline that will hinder the regular collection of refuse on the scheduled day; he will be required to move residential trash receptacles to a central location where they can be emptied and then returned to the proper residence. Depending on the circumstances, we may also be able to work with the Village and Waste Management to relocate refuse collection to the front of properties for a very short period of time.



### Task 5 – Compliance with Complete Streets

Hancock Engineering will review project sites for compliance with the Village’s Complete Streets policy and submit the accompanying checklist. We acknowledge that alley projects are not typically the best location of pedestrian and bicycle friendly properties; however, we will review each individual alley to determine if any measures (bicycle racks, signage, accessible access, etc) can be implemented.

### Task 6 – Recognized Environmental Concerns (REC)

Hancock Engineering will work with **True North Consultants** to review all project sites for RECs. The scope of work for the Potentially Impacted Properties Evaluations will include a review of current Federal, State and local government records and databases to assist in the evaluation and



## PROJECT SCOPE

identification of environmental conditions at properties adjoining the alleys. Reasonably ascertainable historical information will be reviewed to determine historical operations of adjacent properties. A site walk will be performed to inspect the existing conditions, obtain any pertinent field data, observe physical characteristics of the alley, identify current operations, and observe surrounding property conditions and operations. An evaluation documenting the activities and results of the reconnaissance activities will be prepared and recommendations concerning further assessment will be provided.

### Phase II Engineering

#### Task 1 – Preparation of Design Survey and Base Sheets

Our office will apply our acquired data to prepare base plan sheets. These base sheets will outline the existing conditions as they apply to the scope of improvements. Spot elevations will be shown at edge of pavement, centerline, garage floor, and garage apron. Additionally, existing elevations will be presented at all utility structures and other critical points. Vertical and horizontal control will be depicted on the plan sheets as well as the offset locations.

The plan sheets will meet the requirements of Oak Park and the Metropolitan Water Reclamation District (MWRD).

#### Task 2 – Preparation of Preliminary Design Parameters and Recommended Standards

Prior to initiating the drafting of our surveyed data, we will discuss with the Village the desired drafting and design standards. Hancock Engineering typically defaults to IDOT standards in the creation of plans when it comes to standard drafting symbols and line weights. However, many of our clients have instituted their own preferred Village standards to override IDOT policy where applicable. We understand that this project will be funded utilizing Village monies and as such we will ensure that all Village standards are included where desired.

#### Task 3 – Prepare Requests for Preliminary Site Investigations

Hancock Engineering will prepare requests for proposals for Preliminary Site Investigations (PSI) for any areas of RECs identified during our Phase I investigation.

It is understood that the Village shall solicit proposals **and** pay for the PSI separately from this Contract. Hancock Engineering will provide oversight and review the PSI to determine the inclusions of any Special Provisions and Contract Pay Items/Quantities that will need to be included in the project plans to remediate the identified contaminated soils.

## PROJECT SCOPE

### Task 4 – Preparation of Required Permits

Hancock Engineering will prepare and submit all necessary permits to construct these improvements. It is anticipated that the following permits will be required:

- MWRD WMO Permit
- IDOT Utility Permit
- Notice of Intent (NOI) to the IEPA for ground disturbance.

In addition, our office will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project in accordance with Part IV of the General NPDES Permit. Our proposal fee includes submitting the initial permit application **as well as making any revisions required by the governmental agency.**

### Task 5 – Preparation of Contract Documents

The project documents will be prepared in the Village's format which will include construction documents, bid forms, instructions to bidders, contract bid form, bonding and insurance requirements, and other compliance requirements. It is expected that the project plans will include the following plan sheets:

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| ▪ Title Sheet                    | ▪ Maintenance of Traffic Plans      |
| ▪ Index Sheet/ Legend of Symbols | ▪ Sediment and Erosion Control Plan |
| ▪ General Notes                  | ▪ Roadway Details                   |
| ▪ Summary of Quantities          | ▪ Drainage and Utility Details      |
| ▪ Alley Plan and Profiles        | ▪ IDOT Standard Drawings            |

In addition to the creation of project plans, this task will also include the assimilation of project specifications. Although project pay items will be based upon the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, there will be instances in which we will need to either modify an existing Special Provision, or create a new item altogether. These special provisions for pay items as well as other standards (Village standards, IDOT BDEs, etc.) will be compiled to create a specification document to be used for bidding.

Hancock Engineering will create a thorough Estimate of Costs and Estimate of Construction Time for this project.

### Task 6 – Submittal of Documents at 75% and 90% Completion

Hancock Engineering will submit plans and other bidding documents to the Village at an approximate 75% and 90% completion points. These plans will have incorporated the comments from permitting and public utility agencies.

## PROJECT SCOPE

We will also meet with the Village to discuss any intermediate issues and questions.

The submittal will include project plans, specifications, estimate of time, estimate of cost, and status of utility coordination.

### Task 7 – Submittal of Documents for QA/QC Review

Hancock Engineering will submit a “final” set of plans to the village for their Final QA/QC review process. It is important to note that Hancock Engineering has our own Quality Control program. Recently, our firm’s professional staff and their commitment to quality production have led to installing in-house procedures which enhance our ability to provide improved professional services to our clients. Quality assurance and self-improvement are primary goals of our firm, and are mandatory for our survival, growth and continual client satisfaction.

Our **Quality Assurance Program (QAP)** is a peer review process which includes a defined set of procedures and standards used to facilitate design and to produce documentation of that design that will save the Village from costly delays during Phase III Engineering, and ultimately will provide **substantial costs savings** to our client.

Quality Assurance reviews are in-house reviews conducted to verify that all design is performed and documented in conformance with the procedures and standards mandated by our QAP.

The primary purpose of QA reviews is to provide redundancy via a **second set of experienced eyes** on the drawings to catch mistakes, errors or omissions. For this project, Derek Treichel, P.E. will perform these reviews, although it’s not uncommon to have two or more reviewers on large projects. Our reviews will focus on looking at the big picture, reviewing the project details, ensuring clarity of our intentions, and confirming our Estimate of Cost. From there, we send our plans to our Construction Engineer Manager, Bill Peterhansen, P.E. to review in terms of constructability and to reduce the likelihood of any issues arising during construction.

### Task 8– Submittal of Final Documents

After completing our internal QAP and incorporating any final Village comments we will provide the Village with final sets of project plans and bidding documents.

A final estimate of Cost and Estimate of Time will be provided to the Village as well.

Our office will furnish the Village with all necessary copies of bidding documents for bidding purposes at no additional cost to the Village.

The work will be designed in all aspects to meet all applicable Village design criteria, inclusive of full plans and specifications in standard units.



## PROJECT SCOPE

### Task 9- Attendance at Village Meetings

Hancock Engineering will attend any necessary meetings with the Village Staff. If desired by the Village, Hancock will attend a public information meeting where we will make a presentation and assist the Village staff with answering questions related to the project.

### Task 10- Bidding Assistance

Hancock Engineering will also assist with the bidding process as needed. We will make our project team available to answer any questions as they arise throughout the bidding and construction process. We have been in business for over 100 years and have experience working with the majority of utility and paving contractors that bid projects in this area. Our experience allows us insight as to a potential contractor's ability to not only complete the work, but to also finish the work within budget and schedule.

### Task 11 - Continuous Coordination with Village Staff

Throughout the course of the project, Hancock Engineering will continuously keep the Village informed of our progress. We will provide the Village of Oak Park with weekly reports on our advancements, including status of utility coordination, design processes, permit submittals, and other pertinent information.

We believe that open communication with the Village will be crucial to the success of this project and as such, we will **not charge extra for any progress meetings during regular business hours**. We welcome Village input at any stage of our design.

### Phase III Engineering

#### Task 1 - Preconstruction Services

Hancock Engineering will schedule, lead and prepare minutes for a pre-construction conference with the Village, Contractor and Sub-Contractors. At this meeting the Contractor will be required to submit:

- Proposed Project Schedule which Hancock Engineering will thoroughly review and comment on the validity of change orders. If changes are necessary, the Contractor will be required to submit a revised schedule within the week.
- Name and 24 hour cell-phone number for the Superintendent in charge of overseeing the Traffic Control and Protection.
- Shop Drawings for requested submittals.
- List of proposed suppliers and sub-contractors. All Sub-Contractors with contracts greater than \$2,000 will be required to attend this meeting.



## PROJECT SCOPE

This meeting will provide the Village and our office an avenue to discuss the expectations of the Contractor as they pertain to:

- Acquiring Village License and/or bond
- Certified Payroll release
- Notification Process
- Required permit follow-through
- Erosion Control Expectations
- Requirements and schedule for pay estimates
- Staging and access requirements

### Task 2 – Notification of Residents Affected by Construction

Hancock Engineering understands and supports the Village's policy of providing affected area residents with notice of construction. We will supply a 24 hour phone number for each project engineer for inclusion in this letter.

Hancock Engineering will also draft and prepare Agreements for private property driveway apron replacement and parking passes. We are confident in our ability to manage this process and simplify the Village's necessary involvement.

We have allotted the needed amount of time to meet with residents individually to measure their private aprons.

### Task 3 – Parking Impact Study

Hancock Engineering understands the critical nature of parking throughout the Village. We will work hand-in-hand with the Village of Oak Park's Parking Services Department and prepare parking passes for distribution as necessary. Furthermore, we hope to lessen the parking burden as much as possible by including interim deadlines of alley completion dates within the Contract Specifications.

### Task 4 – CCDD Sign-Off

Hancock Engineering will prepare Clean Construction Demolition Debris forms for all project sites. We understand that, if necessary, environmental oversight will be paid for separately by the Village.

### Task 5 – Verify Layout of Proposed Work

Hancock Engineering will confirm that the Contractor's layout meets with the plans.

Our field engineers will verify that, for example:

## PROJECT SCOPE

The Edge of Alley is not higher than adjacent garage floor

- A drainage structure will not be placed directly on a gas main or other utility
- ADA compliance grading at all public sidewalk keystones and intersections
- Proper pitch of proposed sewer
- Location and limits of restoration items

Over the last ten years, **our firm has provided various degrees of construction layout on over 1,500 projects** for our clients.

### Task 6 – Construction Observation

Hancock Engineering excels at providing extensive on-site observations of construction work in progress. Our Resident Engineer will provide field checks of materials and equipment on a **full-time continuous** basis. Each of our engineers, including Jim Goumas, our Client Manager and Company Executive Vice-President, will be reachable 24 hours a day on their cellular telephones.



Additionally, our team will:

- Be on-site anytime work is being completed on the project. It is not uncommon for our engineers to remain on-site well past the end of the Contractor's day completing paperwork and resolving resident issues. *It is very important to note that the Village of Oak Park will **never be charged over 8 hours in a day** for our on-site Engineer.*
- Serve as the Village's liaison with the Contractor and their Sub-Contractor's.
- Cooperate with the Contractor in dealing with the Oak Park Police and Fire Departments, and various other local agencies having jurisdiction within the project limits.
- Continually keep the Village informed as to whether the work is proceeding in accordance with Contract Documents. We will strongly guard the Village against defects and deficiencies in the work, immediately advise the Village of any observed deficiencies and reject all work failing to conform to the Contract Documents. **The Contractor will never be paid for work that is unsatisfactory.**
- Organize and lead Development Meetings on-site a minimum of twice a month. We will maintain and circulate minutes of these meetings.
- Review Contractor's progress on a regular basis. As discussed above we will submit weekly Progress Reports which will compare the actual progress to the Contractor's approved schedule. If the Contractor has fallen behind schedule, we will work with the Contractor to determine the appropriate course of action to return to schedule.
- Work with the Village to ensure that necessary Material Testing is adequately provided.
- Coordinate with residents on a continual basis.



## PROJECT SCOPE

- Review and maintain a file of Shop Drawings and Contractor Submittals.
- Perform Traffic Control checks a minimum of three times per day. The checks shall involve checking the condition of barricades between sunrise and sunset. Additionally, twice a month the barricades will need to be inspected after sunrise to ensure that they are all flashing as required. Our office will provide the Village with Barricade Check reports on a weekly basis. The Contractor will be notified immediately of any deficiencies found and will need to remedy any issues without delay.
- Keep an inspector's Daily Report book in the Village's format recording hours on the jobsite, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and a list of viewing officials. These documents will be used to create our weekly Progression Reports.
- Coordinate Construction with MWRD and other permitting agencies.

Our office understands that the Resident Engineer and other field engineers will not authorize any deviation from the Contract Documents except upon written instructions from the Village.

### Task 7 – Materials Testing

Hancock Engineering will work together with Rubino Engineering to provide QA Materials Testing for these improvements.

Alleys will not be opened for traffic until design strength of the concrete has been achieved.

### Task 8 – Construction Documentation

As part of our construction services, Hancock Engineering will provide comprehensive documentation. This will include:

- Maintaining orderly files of correspondence which shall include:
  - Preconstruction Minutes
  - Daily Project Diary
  - Weekly Progression Reports
  - Traffic Protection Reports
  - Quantity Book
  - Minutes from Development Meetings
  - Contract Documents
  - Correspondence with Public Utilities and other Agencies
  - Material Testing Reports

### Task 9 – Construction Project Close-Out

Hancock Engineering acknowledges that it is in all parties' best interest to have the project closed out as efficiently as possible. It is our policy to complete a preliminary "Pre-Final" inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project





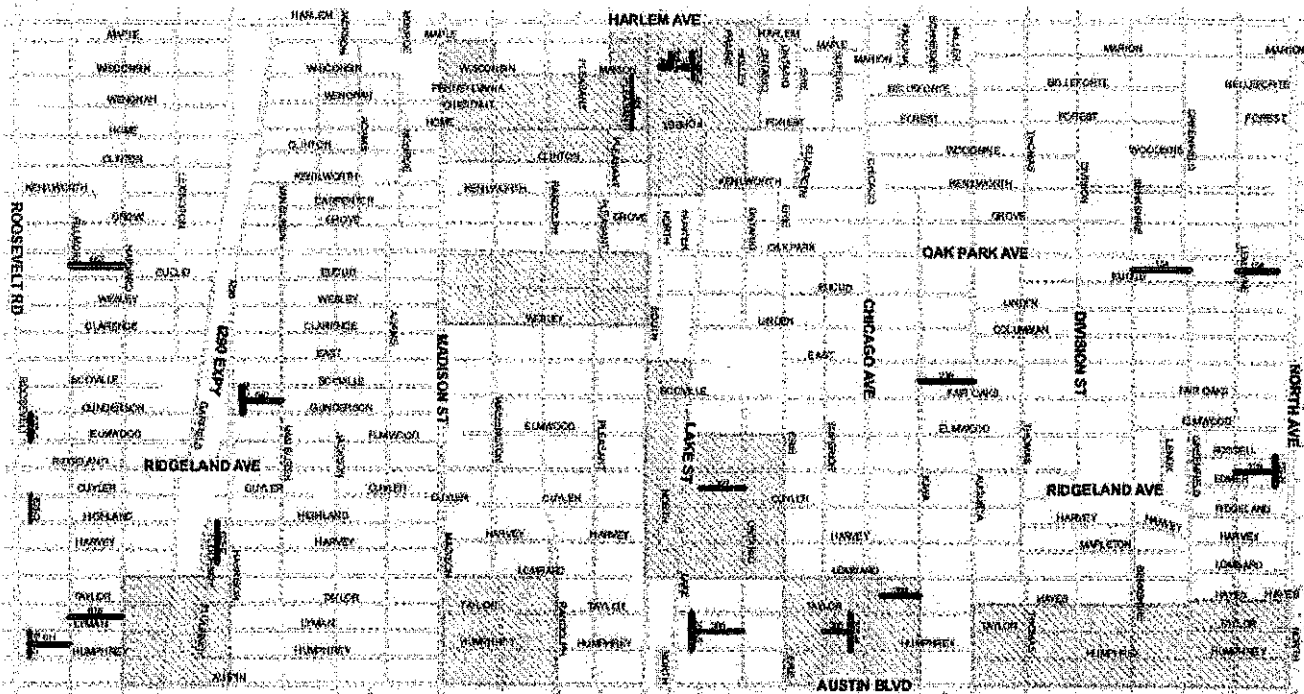
## PROJECT SCOPE

close-out. As part of this inspection, we will, at a minimum:

- Open all drainage structures and verify their cleanliness
- Inspect all concrete items for cracking and/or puddles
- Inspect all sodded parkways to ensure knitted seams and proper drainage
- Verify that all domestic water service boxes are keyable
- Capture photographs of the improvements

Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues. After all items have been amended, we will make a recommendation to the Village concerning project acceptance.

During project close-out, Hancock Engineering will provide Record Drawings to the Village of Oak Park. The drawings will also show any changes that were made to the project plans, including elevations, geometry, and/or limits of improvements.

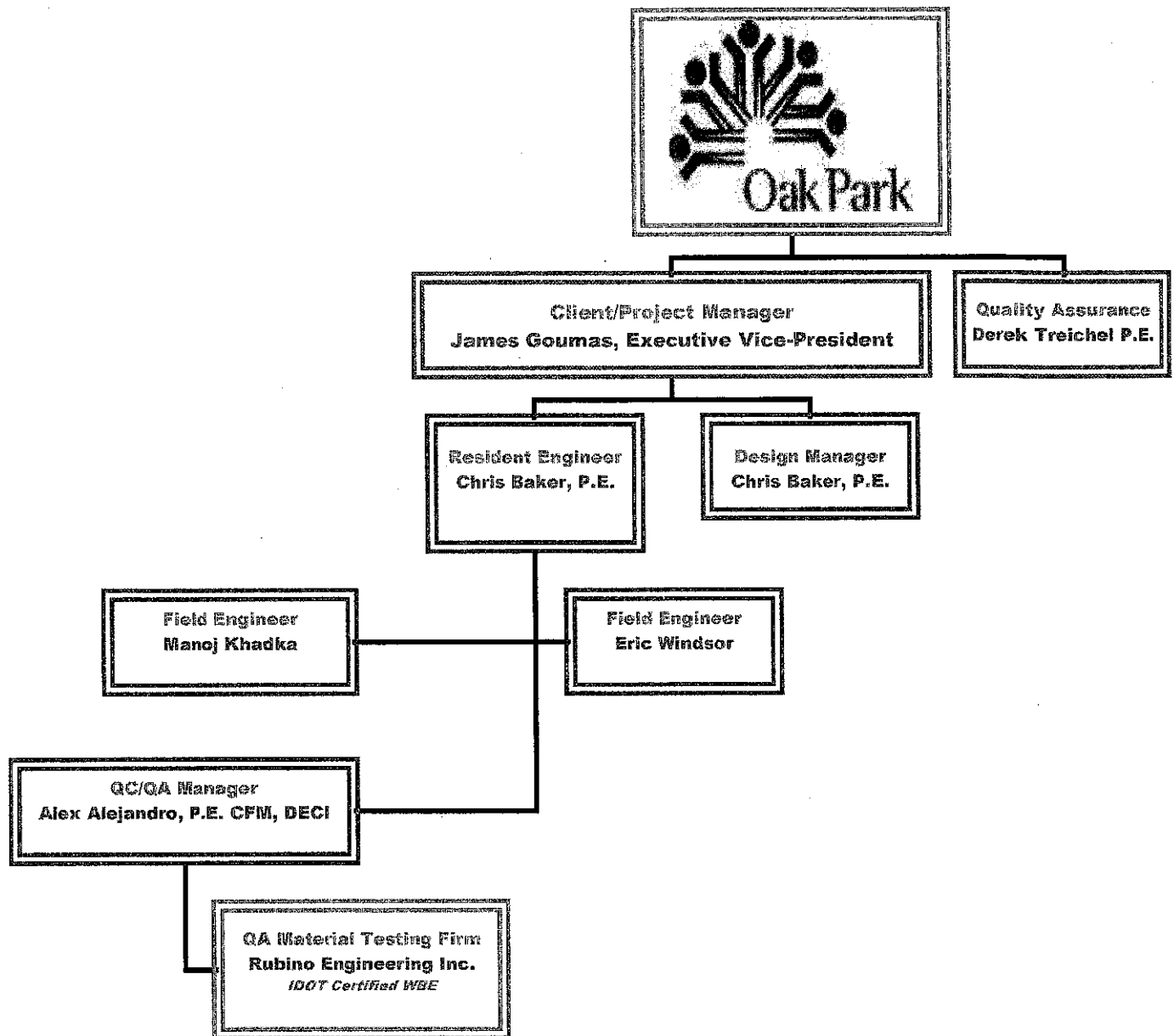




**PROJECT TEAM**

**Organizational Chart**

Hancock Engineering employs highly skilled individuals that work together to form a company with the reputation of working efficiently and professionally to address the concerns of our municipalities and its constituents of local businesses, schools, and home owners. Hancock Engineering employees are very aware that to provide our standard of service, we must understand and reflect the views and intention of the municipality.





**PROJECT SCHEDULE**

**Project Timeline**

Engineering Task	Project Completion Date
Receive Award of Contract	September 14, 2015 (Assumed)
Kick-Off Meeting with Village	September 15, 2015
Initiate Design (ID45)	September 15, 2015
Begin Collection of Data	September 21, 2015
Submit Preliminary Data to Public Utilities	October 1, 2015
Preparation of Design Survey and Base Sheets	October 26, 2015
Initiate Permit Process with various agencies	November 2, 2015
Submit 75% Design to Village	November 9, 2015
Receive Village comment on 75% design	November 16, 2015
Submit Updated Design to Utility Companies	November 23, 2015
Complete Internal O&S	December 15, 2015
Submit Final Plans to Village for O&S Review	December 22, 2015
Final Plans submitted to all Permitting Agencies	January 5, 2016
Final Plan submitted to Village	January 25, 2016
Obtain all Permits	February 11, 2016
End Open Bid	February 22, 2016
Travel to Village Conference	March 28, 2016
Commence Construction	April 4, 2016
End Construction Season	July 31, 2016

**\*\*The current IDOT bid schedule lists the proposed early spring letting date as March 4, 2016. We recommend scheduling local bid opening so that they are not in conflict with the IDOT lettings. Having the bid opening prior to that date will ensure the Village receives ample attention from Contractors and ultimately should lead to very competitive pricing.**

Construction Timeline						
Alley	Cover	Removal	Framing	Pavement	Asphalts	Open
15	April 13	April 14-15	April 15	April 16	April 17	April 18
129	April 16-17	April 18-20	April 21	April 22	April 23	May 1
129.5	April 18	April 21-22	April 23	April 26	May 3	May 6
15A	April 21-22	April 23-25	April 26	April 29	May 3	May 6
20	April 23-24	April 25-26	May 1	May 1	May 11	May 11
20B	April 26-28	May 1-2	May 3	May 3	May 11	May 11
20C	April 28-30	May 2-3	May 4	May 4	May 11	May 11
20D	April 30	May 3-4	May 5	May 5	May 11	May 11
20E	April 30	May 4-5	May 6	May 6	May 11	May 11
20F	April 30	May 5-6	May 7	May 7	May 11	May 11
20G	April 30	May 6-7	May 8	May 8	May 11	May 11
20H	April 30	May 7-8	May 9	May 9	May 11	May 11
20I	April 30	May 8-9	May 10	May 10	May 11	May 11
20J	April 30	May 9-10	May 11	May 11	May 11	May 11
20K	April 30	May 10-11	May 12	May 12	May 11	May 11
20L	April 30	May 11-12	May 13	May 13	May 11	May 11
20M	April 30	May 12-13	May 14	May 14	May 11	May 11
20N	April 30	May 13-14	May 15	May 15	May 11	May 11
20O	April 30	May 14-15	May 16	May 16	May 11	May 11
20P	April 30	May 15-16	May 17	May 17	May 11	May 11
20Q	April 30	May 16-17	May 18	May 18	May 11	May 11
20R	April 30	May 17-18	May 19	May 19	May 11	May 11
20S	April 30	May 18-19	May 20	May 20	May 11	May 11
20T	April 30	May 19-20	May 21	May 21	May 11	May 11
20U	April 30	May 20-21	May 22	May 22	May 11	May 11
20V	April 30	May 21-22	May 23	May 23	May 11	May 11
20W	April 30	May 22-23	May 24	May 24	May 11	May 11
20X	April 30	May 23-24	May 25	May 25	May 11	May 11
20Y	April 30	May 24-25	May 26	May 26	May 11	May 11
20Z	April 30	May 25-26	May 27	May 27	May 11	May 11
20AA	April 30	May 26-27	May 28	May 28	May 11	May 11
20AB	April 30	May 27-28	May 29	May 29	May 11	May 11
20AC	April 30	May 28-29	May 30	May 30	May 11	May 11
20AD	April 30	May 29-30	May 31	May 31	May 11	May 11
20AE	April 30	May 30-31	June 1	June 1	May 11	May 11
20AF	April 30	May 31	June 2	June 2	May 11	May 11
20AG	April 30	June 1	June 3	June 3	May 11	May 11
20AH	April 30	June 2	June 4	June 4	May 11	May 11
20AI	April 30	June 3	June 5	June 5	May 11	May 11
20AJ	April 30	June 4	June 6	June 6	May 11	May 11
20AK	April 30	June 5	June 7	June 7	May 11	May 11
20AL	April 30	June 6	June 8	June 8	May 11	May 11
20AM	April 30	June 7	June 9	June 9	May 11	May 11
20AN	April 30	June 8	June 10	June 10	May 11	May 11
20AO	April 30	June 9	June 11	June 11	May 11	May 11
20AP	April 30	June 10	June 12	June 12	May 11	May 11
20AQ	April 30	June 11	June 13	June 13	May 11	May 11
20AR	April 30	June 12	June 14	June 14	May 11	May 11
20AS	April 30	June 13	June 15	June 15	May 11	May 11
20AT	April 30	June 14	June 16	June 16	May 11	May 11
20AU	April 30	June 15	June 17	June 17	May 11	May 11
20AV	April 30	June 16	June 18	June 18	May 11	May 11
20AW	April 30	June 17	June 19	June 19	May 11	May 11
20AX	April 30	June 18	June 20	June 20	May 11	May 11
20AY	April 30	June 19	June 21	June 21	May 11	May 11
20AZ	April 30	June 20	June 22	June 22	May 11	May 11
20BA	April 30	June 21	June 23	June 23	May 11	May 11
20BB	April 30	June 22	June 24	June 24	May 11	May 11
20BC	April 30	June 23	June 25	June 25	May 11	May 11
20BD	April 30	June 24	June 26	June 26	May 11	May 11
20BE	April 30	June 25	June 27	June 27	May 11	May 11
20BF	April 30	June 26	June 28	June 28	May 11	May 11
20BG	April 30	June 27	June 29	June 29	May 11	May 11
20BH	April 30	June 28	June 30	June 30	May 11	May 11
20BI	April 30	June 29	July 1	July 1	May 11	May 11
20BJ	April 30	June 30	July 2	July 2	May 11	May 11
20BK	April 30	July 1	July 3	July 3	May 11	May 11
20BL	April 30	July 2	July 4	July 4	May 11	May 11
20BM	April 30	July 3	July 5	July 5	May 11	May 11
20BN	April 30	July 4	July 6	July 6	May 11	May 11
20BO	April 30	July 5	July 7	July 7	May 11	May 11
20BP	April 30	July 6	July 8	July 8	May 11	May 11
20BQ	April 30	July 7	July 9	July 9	May 11	May 11
20BR	April 30	July 8	July 10	July 10	May 11	May 11
20BS	April 30	July 9	July 11	July 11	May 11	May 11
20BT	April 30	July 10	July 12	July 12	May 11	May 11
20BU	April 30	July 11	July 13	July 13	May 11	May 11
20BV	April 30	July 12	July 14	July 14	May 11	May 11
20BW	April 30	July 13	July 15	July 15	May 11	May 11
20BX	April 30	July 14	July 16	July 16	May 11	May 11
20BY	April 30	July 15	July 17	July 17	May 11	May 11
20BZ	April 30	July 16	July 18	July 18	May 11	May 11
20CA	April 30	July 17	July 19	July 19	May 11	May 11
20CB	April 30	July 18	July 20	July 20	May 11	May 11
20CC	April 30	July 19	July 21	July 21	May 11	May 11
20CD	April 30	July 20	July 22	July 22	May 11	May 11
20CE	April 30	July 21	July 23	July 23	May 11	May 11
20CF	April 30	July 22	July 24	July 24	May 11	May 11
20CG	April 30	July 23	July 25	July 25	May 11	May 11
20CH	April 30	July 24	July 26	July 26	May 11	May 11
20CI	April 30	July 25	July 27	July 27	May 11	May 11
20CJ	April 30	July 26	July 28	July 28	May 11	May 11
20CK	April 30	July 27	July 29	July 29	May 11	May 11
20CL	April 30	July 28	July 30	July 30	May 11	May 11
20CM	April 30	July 29	July 31	July 31	May 11	May 11
20CN	April 30	July 30	August 1	August 1	May 11	May 11
20CO	April 30	July 31	August 2	August 2	May 11	May 11
20CP	April 30	August 1	August 3	August 3	May 11	May 11
20CQ	April 30	August 2	August 4	August 4	May 11	May 11
20CR	April 30	August 3	August 5	August 5	May 11	May 11
20CS	April 30	August 4	August 6	August 6	May 11	May 11
20CT	April 30	August 5	August 7	August 7	May 11	May 11
20CU	April 30	August 6	August 8	August 8	May 11	May 11
20CV	April 30	August 7	August 9	August 9	May 11	May 11
20CW	April 30	August 8	August 10	August 10	May 11	May 11
20CX	April 30	August 9	August 11	August 11	May 11	May 11
20CY	April 30	August 10	August 12	August 12	May 11	May 11
20CZ	April 30	August 11	August 13	August 13	May 11	May 11
20DA	April 30	August 12	August 14	August 14	May 11	May 11
20DB	April 30	August 13	August 15	August 15	May 11	May 11
20DC	April 30	August 14	August 16	August 16	May 11	May 11
20DD	April 30	August 15	August 17	August 17	May 11	May 11
20DE	April 30	August 16	August 18	August 18	May 11	May 11
20DF	April 30	August 17	August 19	August 19	May 11	May 11
20DG	April 30	August 18	August 20	August 20	May 11	May 11
20DH	April 30	August 19	August 21	August 21	May 11	May 11
20DI	April 30	August 20	August 22	August 22	May 11	May 11
20DJ	April 30	August 21	August 23	August 23	May 11	May 11
20DK	April 30	August 22	August 24	August 24	May 11	May 11
20DL	April 30	August 23	August 25	August 25	May 11	May 11
20DM	April 30	August 24	August 26	August 26	May 11	May 11
20DN	April 30	August 25	August 27	August 27	May 11	May 11
20DO	April 30	August 26	August 28	August 28	May 11	May 11
20DP	April 30	August 27	August 29	August 29	May 11	May 11
20DQ	April 30	August 28	August 30	August 30	May 11	May 11
20DR	April 30	August 29	September 1	September 1	May 11	May 11
20DS	April 30	August 30	September 2	September 2	May 11	May 11
20DT	April 30	August 31	September 3	September 3	May 11	May 11
20DU	April 30	September 1	September 4	September 4	May 11	May 11
20DV	April 30	September 2	September 5	September 5	May 11	May 11
20DV	April 30	September 3	September 6	September 6	May 11	May 11
20DV	April 30	September 4	September 7	September 7	May 11	May 11
20DV	April 30	September 5	September 8	September 8	May 11	May 11
20DV	April 30	September 6	September 9	September 9	May 11	May 11
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20DV	April 30	September 15	September 18	September 18	May 11	May 11
20DV	April 30	September 16	September 19	September 19	May 11	May 11
20DV	April 30	September 17	September 20	September 20	May 11	May 11
20DV	April 30	September 18	September 21	September 21	May 11	May 11
20DV	April 30	September 19	September 22	September 22	May 11	May 11
20DV	April 30	September 20	September 23	September 23	May 11	May 11
20DV	April 30	September 21	September 24	September 24	May 11	May 11
20DV	April 30	September 22	September 25	September 25	May 11	May 11
20DV	April 30	September 23	September 26	September 26	May 11	May 11
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20DV	April 30	September 25	September 28	September 28	May 11	May 11
20DV	April 30	September 26	September 29	September 29	May 11	May 11
20DV	April 30	September 27	September 30	September 30	May 11	May 11
20DV	April 30	September 28	October 1	October 1	May 11	May 11
20DV	April 30	September 29	October 2	October 2	May 11	May 11
20DV	April 30	September 30	October 3	October 3	May 11	May 11
20DV	April 30	October 1	October 4	October 4	May 11	May 11
20DV	April 30	October 2	October 5	October 5	May 11	May 11
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20DV	April 30	October 11	October 14	October 14	May 11	May 11
20DV	April 30	October 12	October 15	October 15	May 11	May 11
20DV	April 30	October 13	October 16	October 16	May 11	May 11
20DV	April 30	October 14	October 17	October 17	May 11	May 11
20DV	April 30	October 15	October 18	October 18	May 11	May 11
20DV	April 30	October 16	October 19	October 19	May 11	May 11
20DV	April 30	October 17	October 20	October 20	May 11	May 11
20DV	April 30	October 18	October 21	October 21	May 11	May 11
20DV	April 30	October 19	October 22	October 22	May 11	May 11
20DV	April 30	October 20	October 23	October 23	May 11	May 11
20DV	April 30	October 21	October 24	October 24	May 11	May 11
20DV	April 30	October 22	October 25	October 25	May 11	May 11
20DV	April 30	October 23	October 26	October 26	May 11	May 11
20DV	April 30	October 24	October 27	October 27	May 11	May 11
20DV	April 30	October 25	October 28	October 28	May 11	May 11
20DV	April 30	October 26	October 29	October 29	May 11	May 11
20DV	April 30	October 27	October 30	October 30	May 11	May 11
20DV	April 30	October 28	October 31	October 31	May 11	May 11
20DV	April 30	October 29	November 1	November 1	May 1	



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EXCEPTIONS

Objections to Terms

Our firm has an objection to the language in the Indemnification Clause (Item 4) in the Professional Services Agreement (Attachment VI). The term "Defend" is problematic and we have been told by our Insurance Carrier and attorney that the Indemnity clauses that are overreaching, such as the defend clause, will not have full coverage under our PLI Insurance.

Our insurance carrier and attorneys have suggested the following indemnification clause:

*The Consultant shall, indemnify and hold harmless the Village against lawsuits, claims, demands, damages, liabilities, losses and expenses, including reasonable attorney's fees and administrative expenses, to the extent arising out of caused by a negligent or wrongful act or omission of said consultant, , its officers, agents and/or employees in the performance of professional services set forth in the contract.*

*The parties expressly agree that Consultant has no duty to defend Village against any claims, causes of action, demands lawsuits or proceedings of any kind.*



VILLAGE OF OAK PARK  
DESIGN AND CONSTRUCTION ENGINEERING  
2016 ALLEY IMPROVEMENTS

**ENGINEERING FEE**

**Proposed Fees**

Upon award of this Contract, Hancock Engineering will provide the Village of Oak Park with services outlined in the Village's Request For Proposal No. 14-117 and as described in our Proposal to facilitate a complete set of plans and bidding documents and to provide Construction Oversight for these improvements. Hancock Engineering proposes to complete this work according to the following Lump Sum Fee:

Hancock Engineering Fee Breakdown for 2016 Alley Reconstruction Project		
Engineering Service	Task Cost	Phase Cost
Phase I Engineering Services	\$26,700.00	
<ul style="list-style-type: none"> <li>Kick-Off Meeting with Village</li> <li>Topographic Survey</li> <li>Utility Coordination</li> <li>Compliance with Complete Streets</li> </ul>		
Recognized Environmental Concerns	\$12,150.00	
<b>Total Phase I Engineering</b>		<b>\$38,850.00</b>
Phase II Engineering Services	\$73,300.00	
<ul style="list-style-type: none"> <li>Preparation of Design and Base Sheets</li> <li>Preparation of PSI RFPs</li> <li>Acquisition of Permits</li> <li>Preparation of Contract Documents</li> <li>Attendance at Village Meetings</li> <li>Bidding Assistance</li> <li>Constant Coordination with Staff</li> </ul>		
<b>Total Phase II Engineering</b>		<b>\$73,300.00</b>
Phase III Engineering Services	\$113,370.00	
<ul style="list-style-type: none"> <li>Preconstruction Activities</li> <li>Notification of Residents</li> <li>Parking Impact Investigation</li> <li>CCDD Sign-Off</li> <li>Layout Verification</li> <li>Construction Observation</li> </ul>		
Materials Testing	\$6,100.00	
<b>Total Phase III Engineering</b>		<b>\$119,470.00</b>
<b>Total Engineering Fee</b>		<b>\$231,620.00</b>

Per the Village's request, we have broken out the costs of the following items:

Preparing PS&A for Identifying REC's	\$12,350.00
Obtaining Topographic Information (North-South Alley)	\$1,600.00
Obtaining Topographic Information (East-West Alley)	\$1,600.00
Materials Testing	\$6,100.00
Providing Two Cores and Summary for North-South Alleys	\$150.00/Alley
Providing Two Cores and Summary for East-West Alleys	\$150.00/Alley

**ENGINEERING FEE**

**Hourly Rates**

PERSONNEL CLASSIFICATION	TOTAL BILLING RATE
ENGINEER -VI	\$125.00
ENGINEER -V	\$120.00
ENGINEER -IV	\$110.00
ENGINEER -III	\$105.00
ENGINEER -II	\$ 85.00
ENGINEER -I	\$ 75.00
CADD MANAGER	\$105.00
CADD TECHNICIAN -II	\$ 95.00
CADD TECHNICIAN -I	\$ 90.00
ENGINEERING TECHNICIAN - V	\$ 105.00
ENGINEERING TECHNICIAN - IV	\$ 95.00
ENGINEERING TECHNICIAN - III	\$ 80.00
ENGINEERING TECHNICIAN - II	\$ 65.00
ENGINEERING TECHNICIAN - I	\$ 40.00
ADMINISTRATIVE	\$ 65.00

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. Hancock Engineering has no hidden fees.*

*Plan production will be included in our fees.*



## ENGINEERING FEE

### Proposed Fees

Upon award of this Contract, Hancock Engineering will provide the Village of Oak Park with services outlined in the Village's Request For Proposal No. 14-117 and as described in our Proposal to facilitate a complete set of plans and bidding documents and to provide Construction Oversight for these improvements. Hancock Engineering proposes to complete this work according to the following Lump Sum Fee:

Hancock Engineering Fee Breakdown for 2016 Alley Reconstruction Project			
Engineering Service	Task Cost	Phase Cost	Manhours
Phase I Engineering Services	\$26,700.00		
<ul style="list-style-type: none"> <li>Kick-Off Meeting with Village</li> <li>Topographic Survey</li> <li>Utility Coordination</li> <li>Compliance with Complete Streets</li> </ul>			
Recognized Environmental Concerns	\$12,150.00		
<b>Total Phase I Engineering</b>		<b>\$ 38,850.00</b>	<b>254</b>
Phase II Engineering Services	\$73,300.00		
<ul style="list-style-type: none"> <li>Preparation of Design and Base Sheets</li> <li>Preparation of PSI RFPs</li> <li>Acquisition of Permits</li> <li>Preparation of Contract Documents</li> <li>Attendance at Village Meetings</li> <li>Bidding Assistance</li> <li>Constant Coordination with Staff</li> </ul>			
<b>Total Phase II Engineering</b>		<b>\$ 73,300.00</b>	<b>820</b>
Phase III Engineering Services	\$113,370.00		
<ul style="list-style-type: none"> <li>Preconstruction Activities</li> <li>Notification of Residents</li> <li>Parking Impact Investigation</li> <li>CCDD Sign-Off</li> <li>Layout Verification</li> <li>Construction Observation</li> </ul>			
Materials Testing	\$6,100.00		
<b>Total Phase III Engineering</b>		<b>\$ 119,470.00</b>	<b>1704</b>
<b>Total Engineering Fee</b>	<b>\$ 231,420.00</b>		<b>2778</b>

Per the Village's request, we have broken out the costs of the following items:

Preparing PS for identifying RFPs	\$12,150.00
Obtaining Topographic Information (North, South Alley)	\$ 1,500.00
Obtaining Topographic Information (East, West Alley)	\$ 1,500.00
Materials Testing	\$ 6,100.00
Providing Two Cores and Summary for North, South Alleys	\$150.00/Alley
Providing Two Cores and Summary for East, West Alleys	\$150.00/Alley



**ENGINEERING FEE**

**Hourly Rates**

PERSONNEL CLASSIFICATION	2015 Rate	2016 Rate	% Increase
ENGINEER -VI	\$122.00	\$125.00	2.5%
ENGINEER -V	\$117.00	\$120.00	2.6%
ENGINEER -IV	\$107.00	\$110.00	2.8%
ENGINEER -III	\$102.00	\$105.00	2.9%
ENGINEER -II	\$82.00	\$ 85.00	3.7%
ENGINEER -I	\$72.00	\$ 75.00	4.2%
CADD MANAGER	\$102.00	\$105.00	2.9%
CADD TECHNICIAN -II	\$92.00	\$ 95.00	3.3%
CADD TECHNICIAN -I	\$87.00	\$ 90.00	3.4%
ENGINEERING TECHNICIAN - V	\$102.00	\$ 105.00	2.9%
ENGINEERING TECHNICIAN - IV	\$92.00	\$ 95.00	3.3%
ENGINEERING TECHNICIAN - III	\$77.00	\$ 80.00	3.9%
ENGINEERING TECHNICIAN - II	\$62.00	\$ 65.00	4.8%
ENGINEERING TECHNICIAN - I	\$37.00	\$ 40.00	8.1%
ADMINISTRATIVE	\$62.00	\$ 65.00	4.8%

	2015 Estimate	2016 Estimate
Overall Fee	\$248,600.00	\$231,620.00
Phase I Manhours	274	254
Phase II Manhours	1061	820
Phase III Manhours	1513	1704
Total Projected Manhours	2,848 Manhours	2,778 Manhours





### 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.

2.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

2.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

### **3. TERMINATION.**

3.1. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice pursuant to Section 14 below of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

3.2. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

### **4. INDEMNIFICATION.**

4.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its officers, employees, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village, its officers, employees, attorneys and volunteers, arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village,

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.

(C) **Worker's Compensation:**

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide worker's compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under worker's compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:  
Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

- i. Limits:  
Each Occurrence/Aggregate \$5,000,000.00

- (F) The Village, its officers, employees, and volunteers shall be named as an additional insured on all insurance policies identified herein except Worker's Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

5.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.4. The Consultant understands and agrees that, except as to Professional Liability, any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

**6. SUCCESSORS AND ASSIGNS.**

6.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the

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

in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

9.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

#### **10. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

10.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

10.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least 90 days after the effective date of such notice of disposal or destruction. The Village shall have 90 days after receipt of any such notice to given notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable,



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

assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

13.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

13.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

13.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

13.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

13.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

#### **14. NO COLLUSION.**

14.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that

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.

**19. HEADINGS AND TITLES.**

19.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**20. COUNTERPARTS.**

20.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

**21. EFFECTIVE DATE.**

21.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

**22. AUTHORIZATIONS.**

22.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**23. EQUAL OPPORTUNITY EMPLOYER.**

23.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
-SIGNATURE PAGE FOLLOWS]

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.

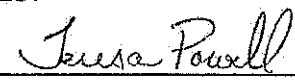
  
By: Cara Pavlicek  
Its: Village Manager

  
By: Derek Treichel  
Its: President

Dated: 11/4/14

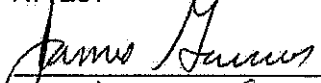
Dated: 11/07/2014

ATTEST

  
By: Teresa Powell  
Its: Village Clerk

Dated: 11/4/14

ATTEST

  
By: JAMES GOUMAS  
Its: EXECUTIVE VICE PRESIDENT

Dated: 11/7/14

REVIEWED AND APPROVED  
AS TO FORM

  
NOV 03 2014  
LAW DEPARTMENT

