

**AGREEMENT**

**between the**

**VILLAGE OF PALOS PARK**

**and the**

**EDWIN HANCOCK ENGINEERING COMPANY**

**for**

**FURNISHING OF PROFESSIONAL ENGINEERING SERVICES**

**for the**

**PUBLIC WORKS GARAGE SANITARY SEWER INSTALLATION**

**in**

**PALOS PARK, ILLINOIS**

**June, 2012**

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**THIS Agreement, made and entered into between the Village of Palos Park, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the engineering required for the installation of a sanitary sewer from the Village Public Works Garage to an outlet along 131<sup>st</sup> Street.**

**The general scope of the improvements include the installation of a sanitary sewer service to the Village's Public Works garage south of 131<sup>st</sup> Street, installation of a casing pipe to carry the sewer under 131<sup>st</sup> Street, possible installation of a casing pipe under 131<sup>st</sup> Street for a future potable water service, and other appurtenant work necessary to complete the improvement.**

**Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services outlined in Section A.I. of this Agreement.**

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

**A. THE ENGINEER AGREES; upon authorization by the VILLAGE;**

1. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
  - a. Preparing preliminary design criteria.
  - b. Preparing preliminary plans.
  - c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
  - d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
  - e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
  - f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
  - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
  
2. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

**B. THE VILLAGE AGREES:**

1. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. To pay the ENGINEER as compensation for all engineering services performed as stipulated in above Section A.I. a lump sum fee of \$10,250.00 unless there is a substantial change in the scope, complexity, or character of the work requested by the Village, or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the Agreement.
  - b. For any related work requested of the ENGINEER that is outside the scope of this Agreement, and for the purpose of determining progress payments prior to final payment of the total fee, the costs for the engineering services rendered shall be determined by the following Schedule of Hourly Rates:

**SCHEDULE OF HOURLY RATES**

<b><u>PERSONNEL CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
SENIOR ENGINEER	\$ 117.00
PROJECT ENGINEER	\$ 109.00
ENGINEER - IV	\$ 102.00
ENGINEER - III	\$ 95.00
ENGINEER - II	\$ 90.00
ENGINEER - I	\$ 85.00
CADD TECHNICIAN - III	\$ 93.00
CADD TECHNICIAN - II	\$ 87.00
CADD TECHNICIAN - I	\$ 83.00
TECHNICIAN II	\$ 60.00
TECHNICIAN I	\$ 35.00
ADMINISTRATIVE ASSISTANT	\$ 55.00

2. That payment to the ENGINEER for the services rendered shall be made in the following manner:
  - a. During the progression of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed for engineering services shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of the services rendered less all previous payments made to the ENGINEER.

- b. Upon completion of construction of the Improvement and all of the ENGINEER'S obligations under this Agreement, One Hundred Percent (100%) of the total Engineering Fee, less progress payments previously made, shall be due and payable to the ENGINEER.

**C. IT IS MUTUALLY AGREED;**

1. That this Agreement may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. Village assumes all responsibility and releases ENGINEER from any liability arising from the Village's use of partially completed drawings, specifications or other work product prepared by Engineer or for any reuse of ENGINEER's work product on another project.
2. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
3. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
4. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
5. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

26 day of JUNE, 2012

VILLAGE OF PALOS PARK  
Cook County, Illinois  
Acting through its  
President and Board of Trustees

By *R. B. Bush*  
VILLAGE MANAGER

ATTEST:

By *Michael D. Khan*

(SEAL)

Executed by the ENGINEER, this

27th day of JUNE, 2012

EDWIN HANCOCK ENGINEERING COMPANY  
9933 ROOSEVELT ROAD  
WESTCHESTER, ILLINOIS 60154

By *Derek Treichel*  
Derek Treichel, P.E., President

ATTEST:

By *Mark Volk*  
Mark Volk, P.E., Vice President

(SEAL)

June 8, 2012

Mr. Mike Sibrava, P.E.  
Director of Public Works  
Village of Palos Park  
8999 W. 123<sup>rd</sup> St.  
Palos Park, IL 60464

**Re: Professional Engineering Proposal for the  
Public Works Garage Sanitary Sewer Service  
Palos Park, Illinois**

Dear Mike:

We appreciate the opportunity to discuss this project with you and submit an Engineering Proposal for developing engineering plans for installing a sanitary sewer service line to the Public Works Garage. We have prepared this letter as a proposal regarding our services for preparing the site plans. We shall perform the following services for you:

1. Complete a topographic survey of the site and proposed routes.
2. Prepare project plans showing existing topography, elevations, storm sewer, sanitary sewer, other utilities, and surface features.
3. Design a sanitary sewer service for the Public Works building that discharges into the existing sanitary sewer manhole along 131<sup>st</sup> Street or an Orland Park sewer on Southwest Highway.
4. Prepare a construction cost estimate.
5. Apply for applicable permits from IDOT and the sanitary sewer district and revise plans as required for permit approval.
6. Identify possible easement requirements from the adjacent cemetery.
7. Design a casing for future water service crossing of 131<sup>st</sup> Street.

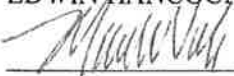
The scope as outlined above does not include the preparation of specifications or construction engineering services. As compensation for the above services we will bill on an hourly basis with an upper limit of \$7,500.00 for the tasks as outlined above.


The cost for preparing specifications and bid documents, reviewing the bid proposals and making a contractor recommendation would be a lump sum fee of \$2,750.00.

If any other engineering work is required that is beyond the scope as outlined above, it shall be billed on an hourly basis after prior approval from you. If this proposal is acceptable to you, an agreement can be entered into. If you should have any questions, please call our office at your convenience.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.

  
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Mark W. Volk, P.E.  
Vice President

  
Edwin Hancock Engineering Company