

Resolution No. 2085

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering of the Third Avenue Improvement Project (Holly Court to Division Street) in an Amount Not to Exceed \$101,671.50

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, Village staff have completed a consultant Qualifications Based Selection (QBS) process and have found Edwin Hancock Engineering Co. of Westchester, Illinois ("*Hancock*") to be most qualified and requested a proposal from Hancock to perform Phase III Construction Engineering of the Third Avenue Improvement Project (Holly Court to Division Street); and

WHEREAS, Edwin Hancock Engineering Co. has submitted a proposal to conduct professional construction engineering services in an amount not to exceed \$101,671.50 pursuant to the terms and conditions of the written proposal (the "*Services Agreement*"); and,

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have reviewed Edwin Hancock Engineering Co.'s proposed Services Agreement, as attached hereto, and believe it is in the best interests of the Village and its residents to enter into said Services Agreement for the construction of the Third Avenue Improvement Project (Holly Court to Division Street).

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That the recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Services Agreement between the Village of Villa Park and Edwin Hancock Engineering Co., an Illinois corporation, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

Section 3. This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

Resolution No. 2085

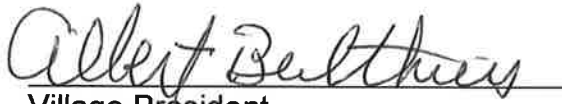
Passed this 26th day of April, 2021, pursuant to a roll call vote as follow:

AYES: 7

NAYS: 0

ABSENT: 0

Approved this 26th day of April, 2021.


Village President

Attest:


Village Clerk



March 16, 2021

Kevin L. Mantels, P.E.
Assistant Village Engineer
Village of Villa Park
20 S Ardmore Ave
Villa Park, IL 60181

**Re: Village of Villa Park
Third Avenue Improvement Project**

Dear Mr. Mantels:

Hancock Engineering is pleased to submit our proposal for providing professional engineering services to the Village of Villa Park for performing construction oversight and management of DuPage County CDBG Grant paperwork for the Third Avenue Improvement project.

We have reviewed the bidding documents and discussed the project with our intended project team. We have a thorough understanding of the intent of this project.

Third Avenue



- Approximately 1,000' of curb and gutter replacement
- Approximately 3,000 square feet of sidewalk removal and replacement, including ADA sidewalk ramps and detectable warnings
- Approximately 1,500 feet of sewer replacement and lining
- Nearly 1,500 Square Yards of Hot-Mix Asphalt pavement patching
- Over 400 Tons of Asphalt Roadway restoration

We have the ability and experience to ensure this construction project is adequately implemented from start to finish, including experience in performing construction oversight of very similar projects as well as experience with CDBG funding requirements.

Project Team

Chris Baker, P.E. will be assigned as the Project Manager for these improvements. Chris has over 18 years of experience managing a wide variety of similar projects and currently serves as client manager for the Villages of Broadview and Oak Park. He has recently performed these duties in Villa Park for the Biermann and Yale Avenue Improvements.

Moses Nazzal will be the lead construction engineer for these improvements. Moses recently oversaw the Yale Avenue Improvements for the Village and has 30 years of experience in the

construction field. In the instance that Moses becomes unavailable, we are offering Eric Windsor to serve the role of lead construction engineer. Eric has over 20 years of experience at Hancock Engineering.

Hancock Engineering is a mid-sized civil engineering firm that specializes in municipal consulting. We pride ourselves on providing strong client support throughout the project from initial planning stages through project completion. We currently provide full-time municipal engineering services to twelve (12) municipal clients and two (2) water commissions. Hancock Engineering has a reputation of performing exceptional work in all aspects of municipal engineering and planning. Our clients will attest that we provide excellent service at reasonable rates and costs. We would be happy to provide references at your request.

Project Understanding

We understand that the Village of Villa Park is seeking a proposal for engineering services to provide complete construction oversight of this sewer separation project.

Our proposed scope of services is as follows:

1. A project kick-off meeting will be held with the Village, Hancock Engineering, and other interested parties to discuss the project scope and limits. Hancock Engineering will ascertain the standard practices of the Village and become thoroughly familiar with the contract documents, the plans for the construction project and any approved changes there to. We will also schedule a pre-construction conference with the Village, Contractor and Sub-Contractors, and DuPage County.
2. Provide notifications to residents who will be disturbed by construction. We will supply a 24-hour phone number for each project engineer for inclusion in our notifications.
3. Hancock Engineering will confirm that the Contractor's layout meets with the plans.
4. We will provide a Resident Engineer who will provide construction observation and field checks of materials and equipment on a **full-time continuous** basis. This will include the attendance at any progress meetings necessary to ensure the job is completed smoothly.
5. We will review post-construction video records of improved sewer utility to ensure proper construction.
6. We will prepare Pay Estimates and Change Orders as necessary, including the review of waivers.
7. We will work with the Rubino to ensure that proper materials are being supplied by the Contractor. (Rubino's proposal for QA Material Testing has been included with this submittal.)
8. We will provide comprehensive documentation and maintain orderly files or correspondence.
9. We will ensure that the Contractor completes necessary County requirements and procedures, including registration on SAM.gov and submittal of canceled checks and certified payrolls.
10. We will maintain and prepare all necessary documentation as required by CDBG funded

Projected Man-Hours

Hancock Engineering has reviewed the planned construction and associated schedule and have calculated the following manhours based on our expectation that construction will include full-time inspection for a period of 80 calendar days occurring between May 3rd and July 24th.

Projected Hours per Employee	Baker	Inspector	CADD
Pre-Construction	16	40	0
During Construction	110	440	0
Post-Construction	80	80	24
Total Projected Hours	750		

Preconstruction services include preparing for and attending pre-construction meeting, performing a review of the construction drawings and specifications, reviewing shop drawings, verifying the Contractor layout, and initiating the process of notifying residents.

Construction Engineering Costs

The following is a breakdown of our expected costs. As this is a Not-To-Exceed Contract, if construction is completed on an accelerated timeline, the Village will receive cost savings on our inspection services.

Preconstruction Engineering Services

Baker	16 hrs	\$146.00	\$2,336.00
Nazzal	40 hrs	\$126.00	\$5,040.00

During Construction Engineering Services (11 Weeks)

Baker	110 hrs	\$146.00	\$16,060.00
Nazzal	440 hrs	\$121.00	\$55,550.00

Post Construction (Including Landscaping) Engineering Services

Baker	40 hrs	\$146.00	\$5,840.00
Nazzal	80 hrs	\$121.00	\$10,080.00

Material QA Testing

Rubino Engineering			\$3,971.50
--------------------	--	--	------------

CADD – As-Builts provided in AutoCAD and GIS layers format

Martin	24 hrs	\$121.00	\$2,904.00
--------	--------	----------	------------

Total Not-to-Exceed Cost: \$101,671.50

Project Cost

We will complete the above work on an Hourly Basis, Not-To-Exceed \$101,671.50 based on eighty calendar days of full-time inspection. This cost includes the proposal for Rubino Engineering to provide QA materials testing, which has been included as part of this document.

We appreciate the opportunity to provide this proposal to the Village of Villa Park for the above referenced project. We have based our fee on the results of our discussions and an expected Man-Hour Breakdown. Upon acceptance, please sign both copies, retain one for your files and send one to the attention of:

Mr. Chris Baker, P.E.
9933 Roosevelt Road
Westchester, IL 60154

If you should have any questions, please feel free to give me a call.

Executed by the VILLAGE, this

_____ day of _____, 2021

VILLAGE OF VILLA PARK


By _____

Richard Keehner Jr.
Village Manager

Executed by the ENGINEER, this

16th day of March, 2021

EDWIN HANCOCK ENGINEERING CO.


Derek Treichel, P.E., CFM
President

Enclosures

Hourly Rates

PERSONNEL CLASSIFICATION	(Team Members)	TOTAL BILLING RATE
ENGINEER –VI	(Baker)	\$ 146.00
ENGINEER -V		\$ 136.00
ENGINEER -IV	(Nazzal)	\$ 126.00
ENGINEER -III		\$ 121.00
ENGINEER -II		\$ 108.00
ENGINEER -I		\$ 96.00
CADD MANAGER		\$ 121.00
CADD TECHNICIAN -II		\$ 111.00
CADD TECHNICIAN -I		\$ 101.00
ENGINEERING TECHNICIAN – V		\$ 126.00
ENGINEERING TECHNICIAN – IV		\$ 117.00
ENGINEERING TECHNICIAN – III		\$ 87.00
ENGINEERING TECHNICIAN – II		\$ 68.00
ENGINEERING TECHNICIAN – I		\$ 43.00
ADMINISTRATIVE ASSISTANT		\$ 65.00

Note: The Schedule of Hourly Rates are subject to change annually as of March 1st. The most current Schedule of Hourly Rates will be in effect at the date of service.

*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.***

March 2, 2021/Revised March 3, 2021

To: Chris Baker, PE
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, IL 60154
P: 708-865-0300

Re: **QA Construction Materials Testing Services**
Third Avenue Improvements
(Holly Court to Division Street)
Village of Villa Park

Proposal No. Q21.111-REV

Via email: cbaker@ehancock.com

Dear Mr. Baker,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on March 1, 2021 and the following outlines our understanding of the requested scope of services:

Project Name and Description



General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on March 1, 2021, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	2	Half (4 hours)
CONCRETE	3	Half (4 hours)

***Portal to Portal**

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description	Quantity	Unit	Material Tester 1 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (day)	Cylinders (each)	Sample Pickup	Maximum Theoretical Specific Gravity	Bulk Specific Gravity	Ignition Oven Test / Reflux Extraction + Sieve
			\$99.00	\$65.00	\$125.00	\$44.00	\$17.00	\$255.00	\$110.00	\$95.00	\$126.00
Villa Park 2021 Testing											
HMA Surface Course, Mix "D", N50	280	TON	4	1	0.5	1		1	1	1	1
Class D Patches, Special, 6"	145	SY	4	1	0.5	1					
Class C Patches, Special, 7"	1632	SY	4	1	0.5						
PCC Sidewalk, 5"	2825	SF	4	1	0.5		5	1			
Combination Curb & Gutter, Type B-6.12	800	FOOT	4	1	0.5		5	1			
			20	5	2.5	2	10	3	1	1	1
GRAND TOTAL = \$3,971.50			\$1,980.00	\$325.00	\$312.50	\$88.00	\$170.00	\$765.00	\$110.00	\$95.00	\$126.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE

President

michelle.lipinski@rubinoeng.com

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____, 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 1, 2021 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 95.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 110.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 45.00
Sieve Analysis (Washed)	Each	\$ 90.00
Sample preparation for the above tests	Each	\$ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 99.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 148.50
Per Hour Overtime Sundays and Holidays	\$ 198.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 44.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 65.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 9/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger
	PHONE (A.C. No. Ext): 630 625-5219 FAX (A.C. No.): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com
INSURED Rubino Engineering, Inc. 425 Shepard Dr Ste H Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13086
	INSURER B: Berkley Insurance Company 32603
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL USER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PSB0003777	09/01/2020	09/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP OR AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001881	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0002142	09/01/2020	09/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input checked="" type="checkbox"/> N/A	PSW0002789	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		AEC903915101	09/01/2020	09/01/2021	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability is written on a 'claims made' policy form.
 Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



Standard Terms and Conditions

For purposes of this Agreement, the Subconsultant shall be defined as: _____

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.



COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.



SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT

Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability -
 1. 1,000,000 Each Occurrence – Bodily Injury
 2. 1,000,000 Each Occurrence – Property Damage
 3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer's Liability - \$500,000 Each
- Worker's Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.