

AGREEMENT

BETWEEN THE

VILLAGE OF HANOVER PARK
HANOVER PARK, ILLINOIS

AND

RJN GROUP, INC.
WHEATON, ILLINOIS

THIS AGREEMENT made this 20th day of October 2014 by and between the Village of Hanover Park, hereinafter called OWNER and RJN GROUP, INC., with an office in Wheaton, Illinois, hereinafter called ENGINEER.

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for a project generally described as Plum Tree Lift Station Force Main Improvements.

WHEREAS, the ENGINEER desires to perform such services to the OWNER in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Attachment A "Scope of Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT.

Section II – Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III – Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule.

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The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence. Attachment B "Schedule of Services" is hereby incorporated by reference and made part of this AGREEMENT.

Section IV - Payment for Services

Payment to the ENGINEER shall be made as follows:

A. Payment for Services

The OWNER recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the OWNER a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed aforesaid amounts without prior authorization by the OWNER.

If the OWNER objects to all or any portion of an invoice, the OWNER shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

OWNER has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing. Until said appeal is resolved, or clarification is issued, no interest will accrue. The OWNER shall exercise reasonableness in contesting any invoice or portion thereof.

Section V - Services to be Provided by the OWNER

A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work.

B. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimized the consequences of a defect.

AGREEMENT (Cont.)

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the OWNER shall pay the ENGINEER a maximum not to exceed cost of \$29,720. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of these services, and as further described in Attachment C.

E. Changes of Scope

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the OWNER agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

F. Limitation of Engineer's Liability

OWNER hereby agrees that to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising from or in any way related to the project or this AGREEMENT from any cause or causes including but not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by ENGINEER under this AGREEMENT minus subconsultant and direct costs.

Section VI - Construction Cost and Opinions of Cost

- A. The ENGINEER shall submit to the OWNER an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost, and, in recognition of that fact, the OWNER waives any claim against the ENGINEER relative to the accuracy of the ENGINEER's opinion of probable construction cost. If prior to the Bidding or Negotiation Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

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Section VII – General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted 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, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the OWNER and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the ENGINEER as instruments of service shall remain the property of the OWNER. The ENGINEER shall retain these records for a period of five (5) years following submission of his or her report, during which period they will be made available to the OWNER at all reasonable times.

If the OWNER wishes the ENGINEER to retain documents for a longer period of time, the OWNER shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

D. Certification

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by contractors. In performance of this work, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing, and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable standards of practice, the OWNER understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since a certification that certain conditions exist comprises an assurance of such conditions' existence, the OWNER agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the OWNER shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The OWNER also agrees that the OWNER shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

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E. Buried Utilities and Subsurface Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

The OWNER will approve the location of these penetrations prior to their being made and the OWNER will authorize the ENGINEER to proceed. The OWNER agrees to waive any claim against the ENGINEER and to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's damaging underground utilities or other man-made objects that were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.

The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected in light of his or her own risk preferences and other considerations.

F. Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by the ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project and ENGINEER shall retain an interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising from or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

AGREEMENT (Cont.)

G. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party and 10 days to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the OWNER shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination, as well as those associated with termination and post-termination activities. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed. The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of a notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

H. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Illinois, DuPage County.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties.

I. Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

AGREEMENT (Cont.)

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

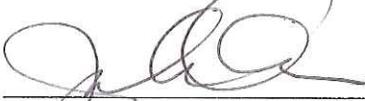
J. Dispute Resolution

All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by OWNER and ENGINEER.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this ~~20th~~ day of October, 20 14.

For the OWNER:

VILLAGE OF HANOVER PARK


Name

Village Manager
Title

ATTEST:

Gina L. Conroy

For the ENGINEER:

RJN GROUP, INC.


Name Michael N. Young, P.E.

Principal
Title

Attachment A - Scope of Services
Attachment B - Progress Schedule
Attachment C - Engineering Costs

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Attachment A: Scope.

Identify potential traffic control and surface rehabilitation needs during construction. Contact property owners impacted by the construction.

1. Coordination of Subconsultants:
 - a. Coordinate and manage subconsultant contracts for survey, geotechnical engineering, and environmental soil testing services.
 - b. Complete a detailed topographic survey of Sycamore Avenue from Plum Tree Lane to West Avenue. Obtain invert measurements for sanitary manholes, storm manholes and inlets, and water valve vaults. Develop base sheets for Contract Plans. A professional land surveyor will complete this work.
 - c. Complete one soil boring along the project route a minimum two feet beyond the depth of the proposed force main. Complete a geotechnical report with recommendations for potential open cut and trenchless construction. A professional geotechnical engineering firm will complete this work.
 - d. The following soil sampling services will be provided by a professional environmental scientist subconsultant:
 - i. Historical site review and PIP evaluation;
 - ii. Soils sampling from the soil borings taken by geotechnical engineer;
 - iii. Completion of pH soil analysis as required by four typical disposal sites in Chicago Metro area for residential soil certification;
 - iv. Review and certification by a professional engineer registered in the State of Illinois; and
 - v. Completion of form LPC 662.
2. Preliminary Design Tasks
 - a. Obtain pump and operating data from Village (IEPA Schedule F is preferred); and
 - b. Calculate new operating conditions and determine applicability of existing pumps.
3. Final Design Services:
 - a. Evaluate options for utilizing trenchless construction.
 - b. Prepare Contract Plan Set, including the following:
 - i. Cover Sheet;
 - ii. General Notes and Quantities (with MWRDGC notes);
 - iii. Incorporation of survey;
 - iv. Plan and Profile Sheets; and
 - v. Project and Village specific Details.
 - c. Prepare Contract Front End Documents and detailed Specifications:
 - i. Utilize Village front end contract documents with only project specific modifications;
 - ii. Prepare detailed project Specifications; and
 - iii. Incorporate the geotechnical report and soil sampling results.
 - d. Prepare Summary of Quantities and an Opinion of Probable Construction Cost.

- e. Submit up to three sets of 60% Plans and Opinion of Probable Construction cost for Village review and comment.
 - f. Submit up to three sets of 95% Plans, Specifications, and Opinion of Probable Construction cost for Village review and comment prior to agency submittals.
4. Prepare bid package with plans, front-end documents, and specifications. Submit a pdf of the final bid package to the City with full size set of the final plans.
5. Permitting:
 - a. Prepare and submit a construction permit application to the MWRDGC including Schedules A, B, and C. Address up to two rounds of comments.
 - b. Attend one meeting with MWRDGC, if necessary.
 - c. Prepare and submit IEPA permit application including Schedules A/B, F, and WPC-PS1. Submit to MWRDGC for signature prior to IEPA submittal. Address one round of comments.
6. Bidding Assistance:
 - a. Print and distribute construction documents to potential bidders.
 - b. Coordinate and conduct a pre-bid meeting.
 - c. Respond to Contractors' questions.
 - d. Attend bid opening.
 - e. Prepare bid tabulation report and recommendation of award letter.
 - f. Prepare Contract Documents for execution by City and Contractor. Review Contractor's insurance documents.
7. Provide general project management throughout the duration of the project. Attend two meetings to discuss project with the Village.

Attachment B: Schedule.

RJN will have 60% design documents for Village review within 60 days of a notice to proceed. Following Village comment, a 95% plan set will be prepared for Village review within 30 days.

