

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this January 18, 2017, is by and between Village of Hanover Park, a , ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

Village of Hanover Park,
Municipal Bldg.
2121 West Lake Street,
Hanover Park, IL 60133
Attn: Mr. T.J. Moore, Director of Public Works

TO AECOM:

303 E. Wacker Drive,
Suite 1400
Chicago, IL 60601
Attn: Mr. Michael H. Winegard, Vice President

Claims-related notices shall be copied to:
Chief Counsel, Americas Design and Consulting Services
515 South Flower Street, Suite 1050
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given,

shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action that Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

9. DATA RIGHTS

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

10. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE

CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13

(Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) or 22 (Survival) shall survive termination of this Agreement.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

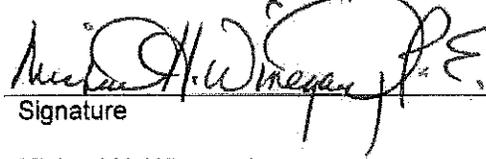
EXHIBIT C	Change Orders
Consulting Services Agreement	Article 26
Consulting Services Agreement	Articles 1 through 25 and 27
EXHIBIT B	Compensation and Payment
EXHIBIT A	Services
Other contract documents	

26. SPECIAL TERMS AND CONDITIONS

None

27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.



Signature

Michael H. Winegard
Vice President
303 E. Wacker Drive,
Suite 1400
Chicago, IL 60601

CLIENT: Village of Hanover Park



Signature

Juliana Mailer
Village Manager
Municipal Building
2121 West Lake
Hanover Park, IL 60133

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EXHIBIT A
SERVICESServices:

See attached Exhibit A

Schedule:

See attached Exhibit A.

Deliverables:

See attached Exhibit A.

AECOM Project Manager

Name	M. Cristina Winegar
Title	Project Manager
Address	303 East Wacker Drive, Suite 1400, Chicago, IL 60601
Phone Number	312.373.6799
Email Address	Maria.Winegar@aecom.com

Client Project Manager

Name	Larry Stahl
Title	Plant Manager
Address	2121 West Lake Street, Hanover Park, IL 60133
Phone Number	630.823.5716
Email Address	lstahl@hpil.org
Name	Larry Stahl

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EXHIBIT A



AECOM 312 938 0300 tel
303 East Wacker Drive 312 938 1109 fax
Suite 1400
Chicago, IL 60601
www.aecom.com

January 18, 2017

Mr. T. J. Moore
Director of Public Works
Village of Hanover Park
2121 West Lake Street
Municipal Building
Hanover Park, IL. 60133

**Subject: Proposal to Provide Engineering Services
Zinc Control Program (January 1, 2017 through December 31, 2017)**

Dear Mr. Moore:

Enclosed is a scope of work and detailed fee estimate to provide engineering services for the Village of Hanover Park (Village). These engineering services to be provided by AECOM are for the continued development and implementation for a program to control zinc inputs into the Village's wastewater collection system and services for regulatory matters associated with this program.

On June 7, 2007, the Illinois Environmental Protection Agency (IEPA) issued National Pollutant Discharge Elimination System (NPDES) permit number IL0034479 to the Village for the discharge from the Village's treatment plant (STP-1). The effective date for this NPDES permit was August 1, 2007. This permit required that the monthly average effluent zinc limit in the STP-1 effluent be below 0.040 mg/l. In a modification of this permit issued by IEPA on December 2, 2010, the monthly average effluent zinc limit was changed to 0.046 mg/l. This change was due to submittal of new hardness and zinc translator data for the West Branch of the DuPage River developed by the Village. Then, due to a change in the Illinois Pollution Control Board (IPCB) water quality standard for zinc, the IEPA issued a new NPDES Permit for STP-1 on September 24, 2015 with a monthly average effluent zinc limit of 0.075 mg/l.

Due to concerns about the ability of STP-1 to meet the NPDES permit limit for zinc, on July 16, 2009, the Village of Hanover Park Board approved the implementation of an Industrial Pretreatment Ordinance. This ordinance currently limits the industrial discharge of zinc to the Village sanitary sewer system at a concentration limit of 0.046 mg/l. The ordinance applies to all dischargers above 500 GPD. On January 4, 2010, the Village sent discharge permit applications to seven industrial dischargers. On January 10, 2011, the Village sent discharge permit applications to seven additional industrial dischargers. Two additional discharge permit applications were mailed on December 10, 2015. AECOM has mailed a total of sixteen discharge permit applications, has reviewed the discharge permit applications for fourteen industrial dischargers and has conducted inspections of some of the industrial discharge facilities. Two of the discharge permit applications mailed have not been reviewed. It was determined that a permit would not be issued to one of the industrial dischargers because the discharge from the facility was under the 500 GPD required by the Industrial Pretreatment Ordinance and therefore a completed permit application was neither submitted nor reviewed. There is one discharge permit application which has not been submitted and AECOM will continue to reach out to the industrial discharger to ensure the discharge permit application



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gets completed. As of the date of this letter, discharge permits have been issued to fourteen industrial dischargers.

The Village's monthly average effluent zinc concentration has continued to decrease since the implementation and enforcement of the Industrial Pretreatment Ordinance. The monthly average effluent zinc concentrations for 2014 – 2016 have all been under the NPDES Permit limit of 0.075 mg/l.

AECOM will continue to provide the services of Dr. David R. Zenz, P. E., Senior Associate and Ms. Cristina Winegar, P. E., Project Manager. The fee estimate is for one year (calendar year, 2017). It is our understanding that as before, all required laboratory analysis will be provided by the Village and this analysis will be at the expense of the Village. Therefore, AECOM has not included sampling and analysis in its fee estimate. This proposal is based on one meeting with the Village Board to address questions, issues and concerns associated with the zinc control program as well as one meeting with the IEPA. AECOM assumes that two additional discharge permit applications will be mailed and that two discharge permits will be issued.

The project costs are broken into two tasks. The details of the tasks and fees are contained in the attached Scope of Work and fee estimate. The total estimated fee to manage the zinc control program from January 1, 2017 through December 31, 2017, has been reduced from \$30,090.00 as indicated in the December 6, 2017 proposal to \$25,000 to match the Purchase Order received.

If you have any questions, please do not hesitate to contact us.

Sincerely,

AECOM

Ms. Cristina Winegar, P.E.
Project Manager

Michael H. Winegard, P.E.
Vice President

Cc: File



**Village of Hanover Park Wastewater Treatment Plant
Engineering Services Proposal – Scope of Work
Zinc Control Program
January 18, 2017**

BACKGROUND

In 2007, the Village of Hanover Park (Village) received from the Illinois Environmental Protection Agency (IEPA) a National Pollution Discharge Elimination System (NPDES) permit for its sewage treatment plant (STP-1). This NPDES permit contained a monthly average effluent zinc concentration limits 0.040 mg/l. Subsequently, the monthly average zinc discharge limit for the NPDES Permit was increased from 0.040 mg/l to 0.046 mg/l. In 2013, the Illinois Pollution Control Board (IPCB) approved a petition submitted by the IEPA which corrected an error in the Illinois Zinc Water Quality Standard (IL Zn WQS). The corrected Illinois water quality standard produced an increase in the NPDES discharge limit for STP-1. On September 24, 2015 the zinc limit for the NPDES permit was increased by the IEPA to 0.075 mg/l when the IEPA issued a new NPDES permit for STP-1.

OBJECTIVE

This scope of work describes activities for continuation of the Village's zinc control program, begun in 2009, from January 1, 2017 through December 31, 2017 and other services connected with regulatory matters associated with this program. This program will include implementing the existing Village Industrial Waste Control Ordinance which requires industrial pretreatment, providing a public outreach program for dischargers to the STP-1 collection system and conducting the day-to-day activities required for the zinc control program. In addition, AECOM will provide services associated with issues with the IEPA and any required services related with possible matters brought by the Village to the IPCB.

MAJOR ASSUMPTIONS

AECOM developed this detailed scope with the following major assumptions:

- A. All required sampling for the zinc control program will be conducted by Village staff under the direction of the AECOM Project Engineer.
- B. All laboratory analysis for the zinc control program will be provided by the Village at no expense to AECOM.

DETAILED SCOPE

Task 1 – Zinc Control Program January 1, 2017 through December 31, 2017

Task 1A – Outreach

Objective: Provide dischargers to the Village's collection system, Village staff, Village officials and others with information on the zinc control program and to address questions, issues and concerns associated with this program.

Actions: AECOM will help prepare the presentations for these meetings and participate in these meetings with Village staff.

- a. Two meetings with Village staff to discuss progress on zinc control program
- b. One meeting with IEPA to discuss progress on the zinc control program
- c. One meeting with the Village Board



Deliverables:

- a. Power Point Presentation
- b. Minutes of Meetings

Task 1B – Conduct Zinc Control Program

Objective: Conduct zinc control program to reduce effluent concentrations of zinc at STP-1

Actions:

- AECOM will provide the following services for the zinc control program:
- a. Review of discharge permit applications received
 - b. Conduct meetings with dischargers when necessary
 - c. Conduct inspections of dischargers, as needed
 - d. Hold enforcement meetings with dischargers not in compliance, as needed
 - e. Have discussions with Village legal counsel, as needed
 - f. As needed with assistance of Village Clerical staff keep records of sampling, discharge permit applications, correspondence, file letters, etc.

Deliverables:

- a. Minutes of meetings with dischargers
- b. Minutes of enforcement meetings
- c. Filing of all documents connected with Zinc Control Program
- d. Letters, memos, and other documents associated with zinc control program
- e. Drafts of Industrial Discharge Permits

FEE BREAKDOWN

Attached to the scope of work is a detailed fee estimate for the zinc control program.

Task 1A is to prepare for and attend meetings associated with the zinc control program required by the Village, IEPA, or Village Board. The total cost for this task is estimated to be \$11,460.00.

Task 1B involves the activities associated with day to day activities of the zinc control program. The total cost for this task is estimated to be \$13,452.00.

Total Direct Costs, for printing and mail, are estimated to be \$88.00.

Total for Task 1 and total direct costs is \$25,000.00.



Village of Hanover Park Wastewater Treatment Plant
Engineering Services Proposal – Fee Estimate
Zinc Control Program
January 18, 2017

Task/Description	Number of Meetings/ Tasks	Number of Hours	Total	
			Billable Labor (\$)	
Task 1A: Outreach				
Meetings with Village of Hanover Park	2	10	\$2,014.00	
NPDES Issues	1	18	\$3,982.00	
Meetings with IEPA	1	16	\$3,427.00	
Meeting with Village Board	1	11	\$2,037.00	
Subtotal for Task 1A		55	\$11,460.00	
Task 1B: Conduct Zinc Control Program				
Review of Permit Application	2	6	\$1,158.00	
Meetings with Industrial Dischargers	1	5	\$880.00	
Preparation of Industrial Discharge Permits	2	6	\$1,158.00	
Inspections of Industrial Facilities	2	12	\$2,315.00	
Enforcement Meetings	1	5	\$880.00	
Legal Discussions	1	5	\$880.00	
Record Keeping, Filing, Letters, Correspondence		44	\$6,181.00	
Subtotal for Task 1B		83	\$13,452.00	
Total		138	\$24,912.00	

Estimated Total Direct Costs for Travel and Other Expenses \$88.00
Estimated Total Task 1- Zinc Control Program **\$25,000.00**

EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ 25,000.00).

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 HOURLY LABOR RATE SCHEDULE

INTENTIONALLY OMITTED	\$
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2.2 OTHER HOURLY LABOR RATE CATAGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM .

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated Month XX, 20__ between Village of Hanover Park ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of Month XX, 20__ modifies that Agreement _____ as follows:

1. **Changes to the Services:**

None

2. **Change to Deliverables:**

None

3. **Change in Project Schedule (attach schedule if appropriate):**

None

4. **Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

Time and Materials with a Not-to-Exceed amount of (\$ *Numerical Amount*).

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ (*Numerical Amount*).

5. **Project Impact:**

Other Changes (including terms and conditions):

- 6. All other terms and conditions of the Agreement remain unchanged.
- 7. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Village of Hanover Park

Signature

Michael H. Winegard
Vice President
303 E. Wacker Drive,
Suite 1400,
Chicago, IL 60601

Signature

Mr. T.J. Moore
Director of Public Works
Municipal Building
2121 West Lake Street,
Hanover Park, IL 60133

[End of Agreement]

SAMPLE