

OWNER:	L O C A L A G E N C Y	AGREEMENT FOR ENGINEERING SERVICES FOR PRELIMINARY ENGINEERING, DESIGN ENGINEERING, AND CONSTRUCTION ENGINEERING	C O N S U L T A N T	ENGINEER:
Village of Stickney				Frank Novotny & Associates, Inc., dba Novotny Engineering
Address:				Address:
6533 W. Pershing Road				545 Plainfield Road, Suite A
City:				City:
Stickney				Willowbrook
Project No.:				State: Zip:
09134				Illinois 60527

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between **FRANK NOVOTNY & ASSOCIATES, INC., dba NOVOTNY ENGINEERING**, whose address is 545 Plainfield Road, Suite A, Willowbrook, Illinois, 60527, hereinafter called the "**ENGINEER**", and **VILLAGE OF STICKNEY** hereinafter called the "**OWNER**" covers certain professional Engineering services, and no other services, in connection with the proposed improvement designated as **45TH STREET IMPROVEMENTS - HARLEM AVENUE TO OAK PARK AVENUE** which scope of construction work consists of: hot-mix asphalt surface removal, earth excavation, aggregate base course construction, hot-mix asphalt binder and surface course paving, spot curb and gutter removal and replacement, sidewalk removal and replacement, structure adjustments, parkway restoration, installation of pavement markings, and all other appurtenant construction work.

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

THE ENGINEER AGREES,

- I. To perform or be responsible for the performance of the following Engineering Services for the Owner in connection with the proposed improvement hereinbefore described:
- a. Coordination of Internal Government Agreements with the Village of Forest View and Cook County; and other project tasks required related to the shared municipal jurisdiction of this project location.
 - b. Make such detailed surveys as are necessary for the preparation of detailed Plans.
 - c. Make complete general and detailed Plans, Special Provisions, Proposals, and Estimates of Probable Cost, and furnish two (2) copies of the same to the Owner. Furnish copies of Bid Documents including Plans, Special Provisions and Proposals to

bidders. The Engineer will furnish all Plan set copies required by the Owner and for bidding purposes at his actual cost for reproduction plus five percent (5%).

- d. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation.
- e. Make or cause to be made such soil samples and analyses thereof in order to determine if proposed project excavations will generate contaminated soil. Such investigations are to be made in accordance with the current requirements of the Illinois Environmental Protection Agency.
- f. Make or cause to be made such sewer televising investigations as may be required to furnish sufficient information for the design of the proposed improvement.
- g. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- h. Prepare reports or permit applications for Army Corps of Engineers and/or IDNR Division of Water Resources permits, or other detailed hydraulic reports that are required by any agency having jurisdiction over part of this project, including countywide stormwater and special management area permits.
- i. Furnish the Owner with ten (10) copies, with recordable original, of surveys and drafts of all necessary right-of-way dedications, boundary and lot surveys, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- j. Submit Plans and Specifications to the Illinois Department of Transportation project review and approval and to other regulatory agencies for permits and/or approvals not noted above.
- k. Assist the Owner in the tabulation and interpretation of the Contractors' proposals.
- l. Furnish construction observation. Construction observation shall include:
 1. Consultation on interpretation of Plans and Specifications and any changes under consideration as construction proceeds.
 2. Periodical job-site observation by the Engineer, or his representatives, as construction progresses.
 3. Preparing and/or checking all payment estimates, change orders, records, and reports required by the Owner or governmental agencies. Engineer shall attempt to submit the Contractor's Mechanics Lien Waivers and Sworn Statements with any payment recommendation; however, if such are not provided, then the payment recommendation shall be conditioned upon their receipt.
 4. Periodic observation of the Contractor's operations to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will organize and keep the project records. Engineer shall attempt to

provide written notice to Owner of Contractor's failure to carry out the work in substantial accordance with the Contract Documents, of which Engineer has actual notice, and of the corrective action required to remedy same.

5. Reviewing all shop and working drawings for the purpose of checking for conformance with information given and the design concept.
 6. Reviewing and checking all reports by testing laboratories on equipment and material tested.
 7. Compiling a final punchlist relating to the completed Work, and preparation of final papers and reports.
 8. Revision of Contract drawings to show location and nature of improvement as record drawings, from information furnished by the Contractor.
- m. Provide construction layout and staking.
- n. Furnish or cause to be furnished:
1. Proportioning and testing of concrete mixtures in accordance with the "Project Procedures Guide" and the "Materials Inspection Manual" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
 2. Proportioning and testing of hot-mix asphalt mixtures (including extracting test) in accordance with the "Project Procedures Guide" and the "Materials Inspection Manual" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
 3. Compaction tests as required by the Specifications.
 4. Quality and sieve analyses on local aggregates to see that they comply with the Specifications contained in the Contract.
 5. Furnish inspection of materials when inspection is not provided at the sources by the Bureau of Materials of the Illinois Department of Transportation, if required by the Owner.

II. That all reports, Plans, plats, and Special Provisions to be furnished by the Engineer pursuant to this Agreement will be in accordance with the current generally accepted standards of design professionals performing such engineering services; it being understood that all such reports, plats, Plans and drafts, shall before being finally accepted, be subject to approval by the Owner.

III. To attend conferences to be held at the request of the Owner in addition to normal visits for observation purposes and visit the site and review the work at any reasonable time when requested to do so by the Owner.

IV. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this Agreement, will be made available, upon request, to the Owner without cost and without restriction or limitation as to their use.

V. In the event Plans or surveys are found to be in error during construction of the PROJECT due to the negligence or willful misconduct of the Engineer, and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Owner even though final payment has been received by him. He shall give immediate attention to these changes so there will be minimal delay to the Contractor.

VI. To make such changes in working Plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction Contract and during the construction of the improvement.

VII. That all Plans and other documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

VIII. The Engineer will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. The Engineer shall name the Owner as "Additional Insured" on the Engineer's General Liability policy.

THE OWNER AGREES,

I. To pay the Engineer as compensation for all services performed as stipulated in Paragraphs I-a, c, j and k of "THE ENGINEER AGREES" section in accordance with one of the following methods as marked:

- a. A sum of money equal to 6.50% percent of the awarded Contract price for the proposed improvement.
- b. A sum of money equal to the percentage of the awarded Contract cost for the proposed improvement as approved by the Owner based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

First	\$ 50,000	<u>10.00%</u>
Next	\$ 50,000.....	<u>8.50%</u>
Next	\$ 100,000.....	<u>7.10%</u>
Next	\$ 200,000.....	<u>6.20%</u>
Next	\$ 200,000.....	<u>5.70%</u>
Next	\$ 450,000.....	<u>5.60%</u>
Next	\$1,000,000.....	<u>5.00%</u>
Next	\$2,000,000.....	<u>4.50%</u>
Next	\$6,000,000	<u>4.30%</u>

- c. A lump sum fee of \$ _____.

II. To allow the Engineer to sublet all of the services provided under Paragraphs I-d, e, f, g, h, i, and n of "THE ENGINEER AGREES". The Owner will pay the actual cost to the engineer plus a five percent (5%) service charge. The Cost to Engineer is to be verified by furnishing the Owner copies of paid invoices from the party doing the work. To allow the Engineer to sublet services provided under Paragraphs I-l and m of "THE ENGINEER AGREES" to Edwin Hancock Engineering Co.

III. To pay for the services stipulated in Paragraph I and m of "THE ENGINEER AGREES", to allow the Engineer to sublet a sum of money:

- a. Based on the hourly rates stipulated below for personnel assigned to this project as payment in full to the Engineer for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$160.00 to \$175.00
Project Manager	\$145.00 to \$160.00
Project Engineer	\$130.00 to \$160.00
Senior Technician	\$120.00 to \$140.00
CAD Technician	\$100.00 to \$125.00
GIS Technician	\$ 80.00 to \$ 95.00
Technician	\$ 60.00 to \$ 80.00
Technical Assistant	\$ 40.00 to \$ 65.00
Administrative (Included in above Hourly Rates)	

If the Engineer is required to work overtime hours, the billable rate charged for all employee grade classifications performing overtime work, except Principals, shall be increased by twenty-five percent (25%).

The hourly rates itemized above shall be effective the date the parties, hereunto entering this Agreement, have affixed their hands and seals and shall remain in effect until December 31, 2019. In event the services of the Engineer extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of the Engineer that are in effect at that time.

- b. Equal to 6.50 percent of the final construction cost.

IV. That payments due the Engineer for services rendered pursuant to this Agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule.

- a. Upon completion of preliminary design criteria, preliminary Plan layout and rough Estimates of Probable Cost based upon these Plans, thirty percent (30%) of the design fee as determined by the Estimate of Probable Cost, plus any services provided to date by Paragraphs l-d, e, f, g, h and l of the "THE ENGINEER AGREES" section.
- b. Upon completion of detailed Plans, Special Provisions, Proposals and Estimate of Cost - being the work required by Paragraphs l-a, c, and j of "THE ENGINEER AGREES" section - to the satisfaction of the Owner, ninety percent (90%) of the total fee based on the above fee schedule and the approved Estimate of Probable Cost less any previous payments, plus any services provided to date by Paragraphs l-d, e, f, g, h and l of the "THE ENGINEER AGREES" section.
- c. Upon award of the Contract for the improvement by the Owner, one hundred percent (100%) of the total fee based on the above fee schedule and the awarded Contract cost, less any previous payments.
- d. Upon completion of the construction of the improvement, ninety percent (90%) of the fee due for services stipulated in Paragraphs l-l, m and n.

- e. Upon completion of all final reports required by the Owner and acceptance of the improvement, one hundred percent (100%) of the total fees due under this Agreement, less any previous payments.

Partial payments, not to exceed ninety percent (90%) of the amount earned, may be made from time to time as the work progresses.

V. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in Paragraphs I-a and I-c, of "THE ENGINEER AGREES" section, and prior to the completion of such services, the Owner shall reimburse the Engineer an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement.

VI. That should the Owner require changes in any of the detailed Plans, Specifications or estimates (except for those required pursuant to Paragraph V of "THE ENGINEER AGREES" section) after they have been approved by the Owner, the Owner will pay the Engineer for such changes at the hourly rates noted in Paragraph III(a) of the above, and for his sublet expenses as noted in Paragraph II above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of Plans.

VII. That, should the completion of the improvement extend beyond the time limit given in the construction contract, the Owner will pay the Engineer, in addition to the fees provided herein, his cost incurred beyond such time limit - at the hourly rates noted in Paragraph III(a) above, and or his sublet expenses as noted in Paragraph II above.

VIII. That, the Engineer makes no warranties, either expressed or implied, in connection with this Agreement or the services provided thereunder, and shall not be responsible for the Contractor's or subcontractors means, methods, techniques, sequences or procedures, timely performance, safety programs and precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under the Contract documents; and that the Engineer has no authority to stop work on behalf of the Owner, nor has any supervisory responsibilities. Nor shall the Engineer be responsible for the acts or omissions of the Owner provided that the Engineer has properly executed his duties. The Engineer shall not be responsible for the failure of the Owner, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning this project.

IX. That, since the Engineer has no control over the cost of labor, material and equipment, the estimate of probable construction cost is not a guarantee of actual construction cost, but is the Engineer's professional opinion as to the probable cost of construction at the time of preparation of the estimate.

X. That should the Owner require the Engineer to purchase insurance over and above the coverage normally carried by the Engineer and noted in Paragraph VIII of the "ENGINEER AGREES" section, or require that the Owner be named as an "additional insured" on the Engineer's policy, the Owner will reimburse the Engineer at his actual invoice cost for the additional insurance coverage requested.

XI. That should the Owner enter into a contract with a Contractor to build or implement the improvements described in this contract, the Owner will require the Contractor to name the Engineer as an "additional insured" on any policy of insurance the Contractor has in force during

the construction of this project or during the period of time covered by this contract and on any policies of insurance the Contractor is required to procure, according to the terms of its contract with the Owner.

IT IS MUTUALLY AGREED,

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by the Owner upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Owner all drawings, Specifications, partial and completed estimates and data if any from traffic studies and soil survey, subsurface and sewer televising investigations with the understanding that all such material becomes the property of the Owner. Owner acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated or the Contract for Construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Engineer shall be paid for services completed and services partially completed, an amount which bears the same ratio to the total fee otherwise paid under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement

III. That if the contract for construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Owner will pay the Engineer the balance of the engineering fee due to make one hundred percent (100%) of the total fees due in accordance with the terms of this Agreement, based on the Estimate of Probable Cost as prepared by the Engineer.

EXECUTED BY THE OWNER, this _____ day of _____, 2020.

Owner: Village of Stickney
Address: 6533 W. Pershing Road
Stickney, IL 60402

By: _____

ATTEST:

Printed
Name/Title: Jeff Walik, President

By: _____

Printed
Name/Title: Audrey McAdams, Clerk

EXECUTED BY THE ENGINEER, this _____ of _____, 2020.

FRANK NOVOTNY & ASSOCIATES, INC.,
dba NOVOTNY ENGINEERING
545 PLAINFIELD ROAD, SUITE A
WILLOWBROOK, ILLINOIS 60527

By: _____

ATTEST:

Printed
Name/Title: James L. Cainkar, President

By: _____

Printed
Name/Title: Timothy P Geary, Vice President