

**A RESOLUTION APPROVING
A GENERAL ENGINEERING SERVICES AGREEMENT
WITH TROTTER AND ASSOCIATES, INC.**

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The General Engineering Services Agreement with Trotter and Associates, Inc. in words and figures as attached hereto as EXHIBIT 1, shall be and hereby is approved in substantially the form attached.

Section 2. The Village President and Village Clerk are hereby authorized to execute EXHIBIT 1 on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed this 3rd day of November, 2015 pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Laura B. Andersen	<u>XX</u>	_____	_____	_____
Trustee Susan P. George	<u>XX</u>	_____	_____	_____
Trustee James McKelvie	<u>XX</u>	_____	_____	_____
Trustee Mike Millette	<u>XX</u>	_____	_____	_____
Trustee Michael O'Dwyer	<u>XX</u>	_____	_____	_____
Trustee Michael Tyrrell	<u>XX</u>	_____	_____	_____
President Harry Blecker	_____	_____	_____	_____

APPROVED this 3RD day of November, 2015



Harry Blecker, Village President

(SEAL)

ATTEST: 

Nicholas Girka, Village Clerk

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President Harry Blecker	_____	_____	_____	_____

APPROVED this 3RD day of November, 2015

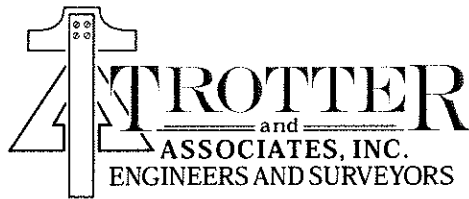


Harry Blecker, Village President

(SEAL)

ATTEST: 

Nicholas Girka, Village Clerk



October 7, 2015

VILLAGE OF CAMPTON HILLS
Ms. Jennifer Johnsen
40W270 LaFox Road, Suite B
Campton Hills, IL 60175

Re: General Engineering Services Agreement

Dear Ms. Johnsen:

This Master Services Agreement ("Agreement"), dated _____ ("Effective Date"), is entered into by and between VILLAGE OF CAMPTON HILLS Inc., an Illinois corporation with its principal place of business at 40W270 LaFox Road, Suite B Campton Hills, Illinois 60175 ("VILLAGE OF CAMPTON HILLS"), and Trotter and Associates Inc., an Illinois corporation with its principal place of business at 40W201 Wasco Road Suite D, St. Charles, Illinois 60175 ("ENGINEER").

WHEREAS, VILLAGE OF CAMPTON HILLS desires to retain the services of ENGINEER, and ENGINEER desires to perform such services for VILLAGE OF CAMPTON HILLS. NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VILLAGE OF CAMPTON HILLS and ENGINEER agree as follows:

Project Background & Understanding

Each individual work engagement performed under this Agreement will be defined by a Work Order in the form of the template attached as Exhibit D. Each Work Order shall be signed by both parties and will describe the services to be performed ("SERVICES"), the schedule for the performance of the Services (the "Period of Performance"), any identifiable work product to be delivered by ENGINEER ("DELIVERIBLES"), reimbursable expenses, if any, the fixed price, hourly rate for the Services or 2015/2016 Engineering Review Pricing Structure (EXHIBIT B) ("FEES"), and any other terms that apply to that specific Work Order ("SPECIAL TERMS"). The Work Order is not effective without an accompanying VILLAGE OF CAMPTON HILLS Purchase Order or fully executed work order by both parties. If the VILLAGE OF CAMPTON HILLS should use a purchase order, it shall be for their internal use only. Each Work Order, together with its respective Purchase Order and the terms of this Agreement, constitutes a separate contract that will be effective upon execution of both the Work Order and the Purchase Order by an authorized corporate officer from VILLAGE OF CAMPTON HILLS and ENGINEER. Each Work Order shall be governed by the terms of this Agreement. Except for the Special Terms in the Work Order, this Agreement will take precedence in the event of a conflict between the terms of this Agreement and the Work Order.

Scope of Services and Work Products

It is agreed and understood that all work to be performed by the ENGINEER shall be on assignment basis as determined by VILLAGE OF CAMPTON HILLS. The scope of services shall be authorized through execution of an Exhibit D – Work Order for each assignment.

All work product prepared by the ENGINEER pursuant hereto including, but not limited to, reports, plans, designs, reviews, calculations, work drawings, studies, photographs, models and recommendations shall be the property of VILLAGE OF CAMPTON HILLS and shall be delivered to VILLAGE OF CAMPTON HILLS upon request; provided, however, that the ENGINEER may retain copies of such work product for its records. ENGINEER'S execution of the Agreement shall constitute ENGINEER'S conveyance and assignment of all right, title and interest, including but not limited to any copyright interest, by the ENGINEER to VILLAGE OF CAMPTON HILLS of all such work product prepared by the ENGINEER pursuant to this Agreement. VILLAGE OF CAMPTON HILLS

VILLAGE OF CAMPTON HILLS

General Services Agreement

October 7, 2015

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shall have the right either on its own or through such other engineers as determined by VILLAGE OF CAMPTON HILLS to utilize and/or amend such work product. Any such amendment to such work product shall be at the sole risk of VILLAGE OF CAMPTON HILLS. Such work product is not intended or represented to be suitable for reuse by VILLAGE OF CAMPTON HILLS on any extension to the PROJECT or any other project, and such reuse shall be at the sole risk of VILLAGE OF CAMPTON HILLS without liability or legal exposure to the ENGINEER.

Compensation

Review Fees (Exhibit B): The VILLAGE OF CAMPTON HILLS will be invoiced based on the attached fee schedule attached to this agreement as Exhibit B.

Service Fees (Hourly): If the Work Order is priced as an hourly rate or on a time and materials basis, VILLAGE OF CAMPTON HILLS shall pay ENGINEER the Service Fees at the rate(s) set forth in the Exhibit B – “2015 Schedule of Hourly Rates and Reimbursable Expenses” for “time worked”. Time worked is the time spent performing the tasks described in the Work Order; for example, time working on or discussing Deliverables or spent in meetings related to the tasks described in the Work Order. Service Fees for time worked at the location shall be paid at the rates specified in the Work Order. The actual amount to be paid may be more or less than listed in the Purchase Order and Work Order, but shall not exceed the maximum dollar amount(s) specified in each Order without prior written approval from VILLAGE OF CAMPTON HILLS and the issuance of a modified Purchase Order and Work Order.

Service Fee (Fixed Price Deliverable): If the Work Order is fixed price for completing a specific task, VILLAGE OF CAMPTON HILLS shall pay ENGINEER the fixed price according to the payment schedule set forth in the Work Order.

Reimbursement of Expenses: If specifically authorized in the Work Order, VILLAGE OF CAMPTON HILLS shall reimburse ENGINEER for all reasonable and necessary out-of-pocket expenses incurred or paid by ENGINEER in connection with the performance specified in the Work Order to perform the Services under such Work Order.

Invoicing: ENGINEER shall submit to VILLAGE OF CAMPTON HILLS, in a form satisfactory to VILLAGE OF CAMPTON HILLS, monthly invoices of Services performed in the previous month for hourly Service Fees or as specified in the payment schedule set forth in the Work Order for Fixed Price Deliverable work orders. Invoices shall be submitted to VILLAGE OF CAMPTON HILLS Inc., Accounts Payable, 40W270 LaFox Road, Suite B Campton Hills, Illinois 60175

Payments: VILLAGE OF CAMPTON HILLS shall pay invoices within thirty (30) days after receipt of a proper invoice from ENGINEER.

ENGINEER may alter the distribution of compensation between individual phases of a specific Work Order to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by VILLAGE OF CAMPTON HILLS. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's and Subconsultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates, Contractual Amounts and Reimbursable Expenses will be adjusted annually as of January 1st each year to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and VILLAGE OF CAMPTON HILLS shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall VILLAGE OF CAMPTON HILLS'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement.

In the event VILLAGE OF CAMPTON HILLS uses a purchase order form or other VILLAGE OF CAMPTON HILLS developed document to administer this Agreement, the use of such documents shall be for the VILLAGE OF CAMPTON HILLS'S convenience only, and any provisions, terms or conditions within the VILLAGE OF CAMPTON HILLS developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the VILLAGE OF CAMPTON HILLS would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties and will auto renew annually unless written termination is given pursuant to the "Standard Terms and Conditions" section 6.06.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

VILLAGE OF CAMPTON HILLS:



By: Harry Blecker
Title: President

Effective Date: 11/16/15

Address for giving notices:
40W270 LaFox Road, Suite B
Campton Hills, IL 60175

Designated Representative:

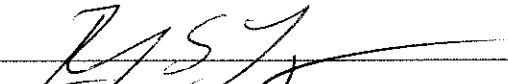
Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Trotter and Associates, Inc.:



By: Robert Scott Trotter, P.E.

Title: President/CEO

Date Signed:

Address for giving notices:
40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

Designated Representative:

Mr. Lou Arrigoni, PE

Title: Project Engineer

Phone Number: 630.587.0470

Facsimile Number: 630.587.0475

E-Mail Address: larrigoni@trotter-inc.com

ATTACHMENTS:

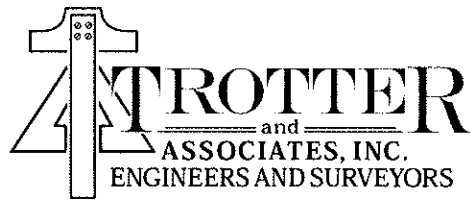
EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES, REIMBURSIBLE EXPENSES AND 2015/2016 ENGINEERING
REVIEW PRICING STRUCTURE

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – WORK ORDER - SAMPLE

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VCH Initial _____

TAI Initial *RSE*

**EXHIBIT A
STANDARD TERMS AND CONDITIONS**

EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - VILLAGE OF CAMPTON HILLS'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to VILLAGE OF CAMPTON HILLS's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which VILLAGE OF CAMPTON HILLS will require to be included in the Drawings and Specifications; and furnish copies of VILLAGE OF CAMPTON HILLS's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever VILLAGE OF CAMPTON HILLS observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as VILLAGE OF CAMPTON HILLS deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as VILLAGE OF CAMPTON HILLS requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as VILLAGE OF CAMPTON HILLS requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by VILLAGE OF CAMPTON HILLS to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to VILLAGE OF CAMPTON HILLS's anticipated costs for services to be provided by others for VILLAGE OF CAMPTON HILLS so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If VILLAGE OF CAMPTON HILLS designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent VILLAGE OF CAMPTON HILLS at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of VILLAGE OF CAMPTON HILLS, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as VILLAGE OF CAMPTON HILLS determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If VILLAGE OF CAMPTON HILLS has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If VILLAGE OF CAMPTON HILLS fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to VILLAGE OF CAMPTON HILLS, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by VILLAGE OF CAMPTON HILLS, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* VILLAGE OF CAMPTON HILLS shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* VILLAGE OF CAMPTON HILLS shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* VILLAGE OF CAMPTON HILLS shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to VILLAGE OF CAMPTON HILLS by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If VILLAGE OF CAMPTON HILLS fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to VILLAGE OF CAMPTON HILLS, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice VILLAGE OF CAMPTON HILLS and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by VILLAGE OF CAMPTON HILLS for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice VILLAGE OF CAMPTON HILLS and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon VILLAGE OF CAMPTON HILLS's timely request, copies of such records will be made available to VILLAGE OF CAMPTON HILLS at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by VILLAGE OF CAMPTON HILLS as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If VILLAGE OF CAMPTON HILLS wishes greater assurance as to probable Construction Cost, VILLAGE OF CAMPTON HILLS shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between VILLAGE OF CAMPTON HILLS and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and VILLAGE OF CAMPTON HILLS shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in VILLAGE OF CAMPTON HILLS-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as VILLAGE OF CAMPTON HILLS's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and VILLAGE OF CAMPTON HILLS shall comply with applicable Laws or Regulations and VILLAGE OF CAMPTON HILLS-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to VILLAGE OF CAMPTON HILLS's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. VILLAGE OF CAMPTON HILLS shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by VILLAGE OF CAMPTON HILLS to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. VILLAGE OF CAMPTON HILLS shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, VILLAGE OF CAMPTON HILLS shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to VILLAGE OF CAMPTON HILLS or third parties in connection with the Project. VILLAGE OF CAMPTON HILLS and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and VILLAGE OF CAMPTON HILLS shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the

ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. VILLAGE OF CAMPTON HILLS agrees not to 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 signing any such certification.

- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by VILLAGE OF CAMPTON HILLS without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and VILLAGE OF CAMPTON HILLS shall designate specific individuals to act as ENGINEER's and VILLAGE OF CAMPTON HILLS's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of VILLAGE OF CAMPTON HILLS under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should VILLAGE OF CAMPTON HILLS provide Construction Phase services with either VILLAGE OF CAMPTON HILLS's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by VILLAGE OF CAMPTON HILLS, then VILLAGE OF CAMPTON HILLS assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of VILLAGE OF CAMPTON HILLS-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by VILLAGE OF CAMPTON HILLS to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by VILLAGE OF CAMPTON HILLS are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to VILLAGE OF CAMPTON HILLS are only for convenience of VILLAGE OF CAMPTON HILLS. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by VILLAGE OF CAMPTON HILLS.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. VILLAGE OF CAMPTON HILLS may make and retain copies of Documents for information and reference in connection with use on the Project by VILLAGE OF CAMPTON HILLS. Such Documents are not intended or represented to be suitable for reuse by VILLAGE OF CAMPTON HILLS or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at VILLAGE OF CAMPTON HILLS's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. VILLAGE OF CAMPTON HILLS shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. VILLAGE OF CAMPTON HILLS shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by VILLAGE OF CAMPTON HILLS which are applicable to the Project.
- C. VILLAGE OF CAMPTON HILLS shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. VILLAGE OF CAMPTON HILLS and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, VILLAGE OF CAMPTON HILLS may request that ENGINEER, at VILLAGE OF CAMPTON HILLS's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by VILLAGE OF CAMPTON HILLS, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by VILLAGE OF CAMPTON HILLS.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 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.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by VILLAGE OF CAMPTON HILLS to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to VILLAGE OF CAMPTON HILLS on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By VILLAGE OF CAMPTON HILLS effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. VILLAGE OF CAMPTON HILLS and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of VILLAGE OF CAMPTON HILLS and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of VILLAGE OF CAMPTON HILLS and ENGINEER) are hereby bound to the

other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither VILLAGE OF CAMPTON HILLS nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by VILLAGE OF CAMPTON HILLS or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of VILLAGE OF CAMPTON HILLS and ENGINEER and not for the benefit of any other party. The VILLAGE OF CAMPTON HILLS agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. VILLAGE OF CAMPTON HILLS and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that VILLAGE OF CAMPTON HILLS and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C. "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. VILLAGE OF CAMPTON HILLS represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. VILLAGE OF CAMPTON HILLS has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify VILLAGE OF CAMPTON HILLS and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until

VILLAGE OF CAMPTON HILLS: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. VILLAGE OF CAMPTON HILLS acknowledges that ENGINEER is performing professional services for VILLAGE OF CAMPTON HILLS and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless VILLAGE OF CAMPTON HILLS, VILLAGE OF CAMPTON HILLS's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, VILLAGE OF CAMPTON HILLS shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of VILLAGE OF CAMPTON HILLS or VILLAGE OF CAMPTON HILLS's officers, directors, partners, employees, and VILLAGE OF CAMPTON HILLS's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to VILLAGE OF CAMPTON HILLS and anyone claiming by, through, or under VILLAGE OF CAMPTON HILLS for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of VILLAGE OF CAMPTON HILLS or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of VILLAGE OF CAMPTON HILLS, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, VILLAGE OF CAMPTON HILLS shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4 shall obligate VILLAGE OF CAMPTON HILLS to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by VILLAGE OF CAMPTON HILLS and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. 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 VILLAGE OF CAMPTON HILLS and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

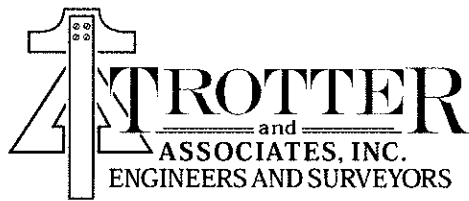
6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJDC No. 1910-1 (1996 Edition)

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VCH Initial _____
 TAI Initial *RST*

**EXHIBIT B
 SCHEDULE OF HOURLY RATES, REIMBURSABLE EXPENSES AND RATE STRUCTURE**

2015 Schedule of Hourly Rates		2015 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Principal	\$215.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Senior Project Manager	\$204.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Project Manager	\$180.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Professional Land Surveyor	\$171.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Project Coordinator	\$171.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Senior Project Engineer	\$171.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$2.00
Engineer Level IV	\$158.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineer Level III	\$142.00	Comb Binding < 120 Sheets	Each	\$3.50
Engineer Level II	\$124.00	Binding Strips (Engineering Plans)	Each	\$1.00
Engineer Level I	\$105.00	5 Mil Laminating	Each	\$1.25
Engineering Intern	\$49.00	Copy 11" x 17" - Color	Each	\$0.50
Senior Technician	\$148.00	Copy 11" x 17" - Black and White	Each	\$0.25
Technician Level IV	\$128.00	Copy 8.5" x 11" - Color	Each	\$0.25
Technician Level III	\$116.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Technician Level II	\$104.00	Recorded Documents	Each	\$25.00
Technician Level I	\$92.00	Plat Research	Time and Material	
Clerical Level II	\$72.00	Per Diem	Each Day	\$30.00
Clerical Level I	\$60.00	Field / Survey Truck	Each Day	\$45.00
Survey Crew Chief	\$144.00	Postage and Freight		Cost
Survey Technician Level II	\$76.00	Mileage	Per Mile	Federal Rate
Survey Technician Level I	\$62.00			
Prevailing Wage Survey Foreman**	\$173.25			
Prevailing Wage Survey Worker**	\$168.00			
Sub Consultants	Cost Plus 5%			

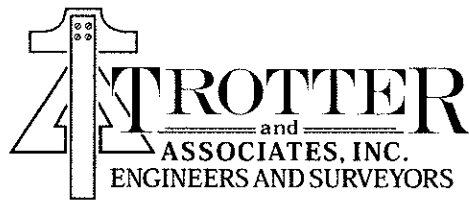
***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

EXHIBIT B
SCHEDULE OF HOURLY RATES, REIMBURSABLE EXPENSES AND RATE STRUCTURE

2015/2016 Engineering Review Pricing Structure

Item	Unit Price
Subdivision Lot	\$400.00
Lot Grading Review	
First re-review	N/C
Subsequent reviews of subdivided lot	T&M
Foundation Spot Survey	
Final Grade (Asbuilt) Review	
Final Grade (Asbuilt) Review of Subdivided Lot	\$100.00
Subdivided Lot Engineering Issue (Not Grading Related)	T&M
Modified or Unsubdivided Lot	\$625.00
Lot Grading Review	
First re-review	N/C
Subsequent reviews	T&M
Final Grade (Asbuilt) Review	
Subdivision Development Review	T&M
Subdivision Development Construction Inspection	T&M
Commercial Development Review	T&M
Commercial Development Review Const. Inspection	T&M



VCH Initial _____
TAI Initial RSV

EXHIBIT C

SUPPLEMENTARY CONDITIONS TO GENERAL ENGINEERING AGREEMENT BETWEEN OWNER AND TROTTER

The following amendments modify and supplement the General Engineering Services Agreement between the Village of Campton Hills ("Owner") and Trotter and Associates, Inc. ("Engineer"). To the extent there is a conflict between the Agreement and these Supplementary Conditions, the Supplementary Conditions shall control. Where a portion of the Agreement is modified by these amendments, the unaltered portions of the Agreement shall remain in effect.

I. Exhibit A to Agreement – Standard Terms and Conditions

2.01.E. - Immediately after the term "Engineer" insert the following, "at Owner's sole discretion".

2.01.I.2 - Delete the following language from the end of the paragraph, "Contractor raises, or Engineer reasonably requests".

3.01.B. - Delete the first sentence in its entirety.

4.02.B. – Delete in its entirety and replace with the following new language, "Payments to Engineer under the Agreement shall be made in accordance with the Illinois Local Government Prompt Payment Act with the exception that no interest shall payable from Owner to Engineer under the Agreement."

4.02.D.2. – Delete in its entirety.

4.02.F. – Delete in its entirety.

6.01.A. – Add the following to the end of the paragraph, "Engineer further represents that all services performed by Engineer under this Agreement shall be performed in accordance with the Illinois Professional Engineering Practice Act and all rules and regulations promulgated thereunder.

6.01.C. - Add to end of the paragraph, "Further, Engineer shall not employ any Consultant found to be unacceptable by the Owner."

6.01.E. – In line two insert "reasonably" immediately after the term "may".

6.01.L. - Delete in its entirety.

6.04.A. – Delete in its entirety and replace with the following, "The Owner and Engineer agree that the Engineer's preparation of all drawings, designs, specifications, notes and other elements of the Contract Documents and other services rendered in the performance of this Agreement is a service work done for hire and that the ownership of such documents vests in the Owner. The Owner agrees to and does hereby grant and transfer to the Engineer an exclusive, royalty-free license to all such data and documents which the Owner may obtain by copyright and of all designs and specifications as to which the Owner may assert any rights or establish any claim under prevailing patent or copyright laws. In the case of future reuse of any of the documents by the Owner, Engineer's and registrant–consultant's name and seal shall be removed from the reused document(s) and the Engineer and its registrant–consultants shall bear no responsibility and shall not be liable to the Owner or to third parties for their reuse."

6.04.F. Delete in its entirety.

6.04.H. In line 1 insert the term "by the Engineer" immediately after "adaption".

6.05 Insurance

6.05.B. – Delete in its entirety and replace with the following new language, “Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.”

6.05.E. – Delete in its entirety.

Add the following new terms and conditions to the Insurance section:

6.5.G. Engineer shall maintain commercial general liability (CGL) and commercial umbrella, in the amounts listed above in 6.05.A. for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury, and liability assumed under an insured contract *(including the tort liability of another assumed in a business contract).

6.5.H. Engineer shall obtain and maintain, at his own expense, Engineer’s professional liability insurance in the amount listed above in 6.05.A. (with all coverage retroactive to the earlier date of this Agreement or the commencement of the Engineer’s services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed \$50,000 without prior written approval.

6.5.I. Engineer shall maintain business auto liability and commercial umbrella liability insurance in the amounts listed above in 6.05.A. for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non- owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 120, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

6.5.J. Engineer shall maintain workers’ compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

6.5.K. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Engineer shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Engineer's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Engineer from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this contract at Owner's option. Engineer shall indemnify the Owner for any costs and expenses resulting from a failure to maintain the required insurance.

Engineer shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Engineer's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions greater than \$10,000 must be declared to the Owner. At the option of the Owner, Engineer may be asked to eliminate or reduce such deductibles or self-insured retentions as respects the Owner, its officers, officials and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors/Consultant

Engineer shall cause each consultant employed by Engineer to purchase and maintain insurance of the type specified above. Engineer shall furnish copies of certificates of insurance evidencing coverage for each consultant.

6.5.L. Miscellaneous Insurance Provisions

- 1.** Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including but not limited to:
 - (a) allowing any work to commence by Engineer before receipt of certificates of insurance;
 - (b) failing to review any certificates of insurance received from Engineer;

- (c) failing to advise Engineer that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

Engineer agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.

2. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, or Engineer, but are merely minimums. The obligations of Engineer to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by Engineer's insurance.

3. In the event Engineer fails to furnish and maintain the insurance required by this Contract, the Owner, upon 7 days written notice, may purchase such insurance on behalf of Engineer, and Engineer shall pay the cost thereof to the Owner upon demand or shall have such cost deducted from any payments due Engineer. Engineer agrees to furnish to the Owner the information needed to obtain such insurance.

4. All insurance provided by Engineer shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

6.07 - Delete in its entirety and replace with the following new language, "The construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Illinois."

6.09.B. - Amend by adding the following the end of the paragraph, "The form of dispute resolution shall be litigation in a court of competent jurisdiction."

6.10.A. Delete in its entirety.

6.10.B. - Delete in its entirety.

6.11.A.1. through .5 - Delete in its entirety and replace with the following new section 6.11.A.: Indemnity Agreement: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers, officials and employees from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the negligent performance of Engineer's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission for Engineer, any of Engineer's subconsultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Engineer shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Engineer's breach of any of its obligations under, or Engineer's default of, any provision of the Contract. The indemnification

obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Engineer or any subconsultant or subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

6.16 Definitions - Delete in its entirety.

II. ADDITIONAL TERMS AND CONDITIONS TO THE AGREEMENT

- 1.** To the extent the following applies, Engineer and its Subconsultants shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation all building codes, the Americans With Disabilities Act, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, the Public Works Employment Discrimination Act (775 ILCS 5/10 et. seq.), and all laws and regulations pertaining to occupational and work safety. Engineer's signature on this document herein certifies that it had a sexual harassment policy in effect that complies with 775 ILCS 5/2-105.
- 2.** In the event of Engineer's non-compliance with the provisions of the foregoing Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights, Engineer may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Owner in canceling this contract shall not be construed as and does not constitute the Owner's consent to such a violation or the Owner's waiver of any rights it may have.
- 3.** Except as otherwise provided herein, the Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.
- 4.** Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.
- 5.** Any defective designs or specifications furnished by Engineer will be corrected by the Engineer at no cost to the Owner. The Owner's approval, acceptance, use of, or payment for, all or part of the Engineer's services hereunder, or of the Project itself, shall in no way alter Engineer's obligations or the Owner's rights hereunder.
- 6.** Engineer acknowledges that the Owner is a local governmental unit and agrees that any claim made by the Engineer arising out of any act or omission of any director, officer or employee of Owner, in execution or performance of this Agreement, shall be made against the Owner and not against such director, officer or employee.
- 7.** Engineer agrees that all services and work performed under this Agreement are being performed by Engineer as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Engineer, Engineer's employees, subcontractors, subcontractors' employees or any person supplied by Engineer in the performance of Engineer's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or

any other fringe benefits. Engineer and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Engineer from its subcontractors, if any, on behalf of Owner.

8. Engineer and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Engineer or termination of this Agreement for audit, inspection and copying upon Owner's request.

9. Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing Engineer with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Engineer's work, other than as they relate to the Owner's general programming goals, and therefore shall not create any liability on the part of the Owner for errors, omissions or inconsistencies or other fault in the Engineer's work. However, Owner's approval at the end of each phase shall represent approval for the Engineer to move to the next phase of work and Owner shall be liable for additional compensation due under the terms hereof for Owner initiated changes.

10. Engineer agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Engineer shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Engineer shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon the Engineer's failure to produce documents or otherwise appropriately respond to a request under the Act, then Engineer shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

11. Construction Documents prepared by Engineer shall reasonably comply with all applicable laws, statutes, ordinances, codes, rules and regulations relating to Engineer's services and the Project.

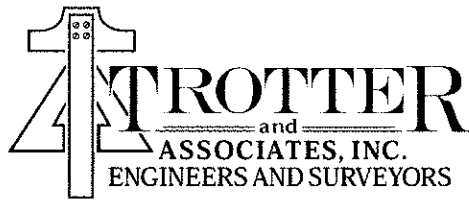
12. To the extent the Prevailing Wage Act applies, Engineer and each of its Subcontractors shall pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Engineer shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Engineer due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Engineer and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Engineer shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor Publishes the prevailing wage rates on its website

at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and Engineer/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

13. A. Venue. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of the 16th Judicial Circuit, County of Kane, Illinois.

B. Attorneys' Fees and Costs. In any suit or action arising under this Agreement the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation.

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VCH Initial _____

TAI Initial _____

EXHIBIT D - WORK ORDER NUMBER _____

Project Name: _____

Project No. _____

This Work Order is an addendum attached to, made part of and incorporated by reference into the Agreement between VILLAGE OF CAMPTON HILLS and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between VILLAGE OF CAMPTON HILLS and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both VILLAGE OF CAMPTON HILLS and ENGINEER, including obligations created by this Contract Addendum.

PROJECT DESCRIPTION

Insert narrative of project background and description

PROJECT UNDERSTANDING

Insert narrative of services to be provided

PROJECT SCOPE

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

- A. *Study and Report Phase*
 - 1)
- B. *Preliminary Design Phase*
 - 1)
- C. *Final Design Phase*
 - 1)
- D. *Bidding or Negotiating Phase*
 - 1)
- E. *Construction Phase*
 - 1)
- F. *Post Construction Phase*
 - 1)

MAN-HOUR ESTIMATE

Insert chart demonstrating staff to be assigned and estimated manhours

Work will only be performed and billed for as it is requested by the VILLAGE OF CAMPTON HILLS.

ESTIMATED COMPENSATION

The total compensation for services is estimated to be \$_____ based on the following assumed distribution of compensation:

Study and Report Phase	\$ _____
Preliminary Design Phase	\$ _____
Final Design Phase	\$ _____
Bidding and Negotiating Phase	\$ _____
Construction Phase	\$ _____

For purposes of expediency, ENGINEER and VILLAGE OF CAMPTON HILLS agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

VILLAGE OF CAMPTON HILLS:

ENGINEER:

VILLAGE OF CAMPTON HILLS

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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