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AGREEMENT

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THIS AGREEMENT, made this **25th** day of **October**, 2004 by and between the VILLAGE OF SCHAUMBURG, (hereinafter referred to as the "Village"), and **Ground Engineering Consultants, Inc.** of **Northbrook, IL**, (hereinafter referred to as the "Consultant"), with regard to certain consulting engineering services in connection with the **Schaumburg Convention Center Project** (hereinafter referred to as the "Project").

NOW THEREFORE, the Village and the Consultant, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Village will pay the Consultant for the performance of the contract as follows:
 - A. Monthly payments based on actual work satisfactorily completed.
 - B. The total contract payment shall not exceed **Nine Thousand Five Hundred Dollars (\$9,500.00)**.
 - C. Additions or deductions to the approved total amount for consulting engineering services shall be authorized in writing by the Village. Any out of scope work must be authorized in writing by the Village. Any work performed without the written approval from the Village shall be solely at the expense of the Consultant.
2. The Consultant agrees to perform consulting engineering services in connection with the Project as hereinafter stated.
3. The Consultant agrees to all conditions set forth in the Agreement General Provisions.
4. The Consultant will serve as the Village's professional consulting representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the Village during the performance of his services.
5. The Consultant has made a consulting engineering services proposal to the Village, dated **October 25, 2004**, attached hereto and expressly made a part hereof.
6. The Consultant will furnish the services as required herein in accordance with the Project schedule.
7. The Consultant will attend conferences and visit the site of the work at any reasonable time when requested to do so by the Village.
8. The Consultant warrants that he is technically qualified and is entirely conversant with the design standards and policies applicable to this project; and that he has sufficient properly trained, organized, and experienced personnel to perform the services enumerated herein.

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- 9. The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of his work and shall indemnify and save harmless the Village, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting therefrom. The Consultant shall assume all restitution and repair costs arising out of an error, omission, and/or negligence. He shall give immediate attention to any remedial changes so there will be minimal delay to the Contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the Village.
- 10. The Village agrees to notify the Consultant at least twenty-four (24) hours in advance of the need for personnel or services.
- 11. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Village's contractors, if any.
- 12. This Contract shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.

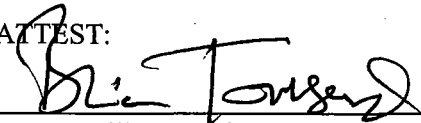
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

VILLAGE OF SCHAUMBURG, a municipal corporation



Village Manager

ATTEST:



Village Engineer
Asst. Village Mgr.

Consultant: Ground Engineering Consultants Inc
Address: 350 Pflugston Rd Northbrook IL 60062
By: Robert G. Lubo
Title: V.P.

ATTEST:

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AGREEMENT GENERAL PROVISIONS

GENERAL

This Agreement shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the Village and the Consultant.

DELIVERY AND REUSE OF DOCUMENTS

All drawings, specifications, reports, and any other project documents prepared by the Consultant in connection with any or all of the services to be furnished there under shall be delivered to the Village for the expressed use of the Village. The Consultant does have the right to retain original documents, but shall cause to be delivered to the Village such quality of documents so as to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents produced by the Engineer for this Agreement which shall be intended for Village use only. Any reuse, without specific written verification by the Engineer, shall be at the Village's own risk. The Engineer shall provide all deliverable products to the Village for approval and dissemination. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the Village unless otherwise specified in the negotiated agreement.

The Consultant agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Consultant pursuant to the Agreement will be made available, upon request, to the Village without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be turned over to and become the property of the Village and that during the performance of the Consulting services herein provided for, the Consultant shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession and any such loss or damage shall be restored at his expense. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by the Village for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Consultant for the specific purpose intended, shall be at the Village's risk. The Village agrees to defend, indemnify, and hold harmless the Consultant from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by the Village or others acting through the Village.

SUBLETTING OF CONTRACT

The Village and the Consultant each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement: except as above, and as noted in the attachments, neither the Village nor the Consultant shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Consultant.

The Consultant may sublet portions of the work. Sub-consultants shall conform, in all respects, to the applicable provisions specified for the Engineer and shall further be subject to approval by the Village. The Consultant shall identify all proposed sub-consultants who will furnish services under the terms of this Agreement. The work to be done by the sub-consultant shall be outlined in detail in the proposal submitted by the Consultant. None of the services to be furnished by the Consultant shall be sublet, assigned, or transferred to any other party or parties without the written consent of the Village. The consent to sublet, assign, or otherwise transfer any portion of the services to be furnished by the Consultant shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement.

INVOICING AND PAYMENT

Any payment made to the Consultant shall be strictly on the basis of quantum merit. The Consultant shall submit to the Village a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal.

This Agreement is for the delivery of professional services. The estimated total amount quoted is a not-to-exceed amount. The Consultant shall submit invoices in duplicate not more than 1 each month. Such statements shall be inclusive of a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, rate of pay, hours charged, and task worked. All direct costs shall be itemized consistent with the various categories stated within the proposal. If multipliers are used, they shall be clearly indicated and applied to total man hours summated for the period. Invoices shall be based on actual hours of performance. Invoices shall be accompanied by progress reports. The invoices will not be considered complete without a progress report and deemed unpayable. Should overruns for any of the items within the proposal become evident due to unforeseen circumstances, the Consultant shall notify the Village immediately and no further work shall be done by the Engineer until authorization to proceed in writing has been received from the Village.

CHANGES

The Village reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Consultant and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

SUSPENSION OF SERVICES

The Village may, at any time, by written order to the Engineer, require the Engineer to stop all or any part of, the services required by this Agreement. Upon receipt of such an order, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The Village will pay for costs associated with suspension provided they are deemed reasonable by the Village.

TERMINATION OF AGREEMENT

The Village reserves the right to terminate the whole or any part of this Agreement, upon 10 calendar days written notice to the Consultant. The Village further reserves the right to cancel the whole or any part of the Agreement, if the Consultant fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Consultant will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires, or floods.

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In case the Consultant shall fail to perform his Agreement to the satisfaction of the Village, the Village may, at its election, declare such Contract terminated and at an end, reserving the right to maintain an action to recover damages arising out of said breach. Said election shall be made by a written notice to be sent by mail or served personally on the Consultant at his office within 10 days from the date of default.

Upon termination, the Consultant shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the Village. Cost of termination incurred by the Consultant before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Consultant a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice, the Consultant shall stop all work until said agreement is reached.

COMPLIANCE WITH LAWS

The Consultant shall at all times, observe, and comply with all laws, ordinances, and regulations of the Federal, State, and Local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

COMPLIANCE WITH OSHA STANDARDS

The Consultant shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the Agreement.

PERMITS AND LICENSES

The Consultant shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by Municipal, State, and Federal regulations and laws.

NON-DISCRIMINATION POLICY

The Village does not discriminate on the basis of handicapped status in the admission of or access to, or treatment of employment in, its programs and activities.

PREVAILING WAGE

Not less than the Prevailing Rate of Wages as found by the Illinois Department of Labor or determined by the court on review shall be paid to laborers, workmen, and mechanics performing work under this Agreement.

CERTIFICATE OF INSURANCE

Insurance: The Consultant will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village as an additional named insured. All insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted below will not be canceled, reduced or materially changed without providing the Village 30 days advance notice, via certified mail.

- **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000 policy limit, including Broad Form Contractual Liability Insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000 policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- **Umbrella or Excess Liability Coverage** contractor shall provide evidence of Umbrella or Excess Liability Coverage of \$2,000,000.
- **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease - policy limit, and \$500,000 disease - each employee.
- **Insurance Rating** - All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A: VII
- **A Certificate of Insurance** is required as evidence of coverage with the Village of Schaumburg named as an additional named insured. If insurance is canceled for any reason whatsoever the Village will be given not less than 30 days prior written notice.

The Consultant shall not commence work under this Contract until they have obtained all insurance required under this section and such insurance has been approved by the Village, nor shall Consultant allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. Consultant and his/her subcontractor shall maintain all insurance required under paragraphs A thru D of this Section for not less than 1 year after completion of this Contract.

Special Requirement

If Consultant is an architectural firm or engineering firm, said Consultant shall file a Certificate of Insurance for errors and omissions coverage subject to final acceptance by the Village of said coverage.

Hold Harmless Agreement (Contractual Liability)

Consultant agrees to indemnify and save harmless the Village, including its elected or appointed officials, employees, and agents against any and all claims, loss damage, injury, liability, and court costs and attorneys' fees incident thereto, including any claims made by employees of the Consultant or any of his/her subcontractors, as well as all other persons, however, the same may be caused, resulting directly or indirectly from the work covered by this Contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Consultant, the Village, or otherwise. * (With the single exception of any claim, damage, loss or expense arising solely out of professional services performed by the Village, its agents, or employees, including (1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and (2) supervisory, inspection, or engineering services).