

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:**

**Innoprise Contract #:** C14-0046

**Year:** 2014-16

**Amount:**

**Department:** Finance

**Contract Type:** Addendum E to Professional Engineering Services

**Contractors Name:** SpaceCo

**Contract Description:** Addendum E extending term of general professional engineering services contract 2007-2008 through 12/31/2015

C14-0054 (2014-0176) Soil Borings - Main Street Triangle \$15,250

C14-0087 (2014-0476) Jefferson Ave Ext at MST \$137,850

MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orlandpark.org](http://www.orlandpark.org)



**VILLAGE HALL**

TRUSTEES  
Kathleen M. Fenton  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello

October 3, 2014

Mr. Michael Mondus, P.E.  
SpaceCo Inc.  
9575 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018

**RE: NOTICE TO PROCEED**  
***Jefferson Avenue Extension at Main Street Triangle (Project # 4278.07)***

Dear Mr. Mondus:

This notification is to inform you that the Village of Orland Park has accepted and signed the proposal dated July 10, 2014, revised August 12, 2014 for Jefferson Avenue Extension at Main Street Triangle (Project # 4278.07).

Please contact Karie Friling at 708-403-6245 regarding the work.

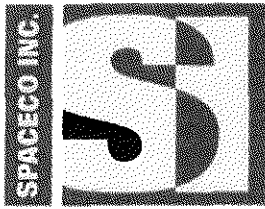
The Village will be processing a Purchase Order for this contract/service and it will be faxed/mailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have attached one (1) fully executed proposal in an amount not to exceed One Hundred Thirty Seven Thousand Eight Hundred Fifty and No/100 (\$137,850.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Karie Friling



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-40605

**Revised August 12, 2014**  
July 10, 2014

**VIA EMAIL**

Ms. Karie Frilling  
Director of Development Services  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, IL 60462

Phone: (708) 403-5300  
Email: [kfrilling@orlandpark.il.us](mailto:kfrilling@orlandpark.il.us)

**RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL  
JEFFERSON AVENUE EXTENSION AT MAIN STREET TRIANGLE  
ORLAND PARK, ILLINOIS  
SPACECO Project No.4278.07**

Dear Karie:

In response to your request, SPACECO, Inc. is pleased to provide you with this proposal for professional engineering services related to the Jefferson Avenue extension between 142<sup>nd</sup> Street and 143<sup>rd</sup> Street at Main Street Triangle redevelopment in Orland Park, Illinois. The purpose of these services is to provide engineering design, construction plans and specifications for the grading and drainage aspects of the proposed development. The following describes our Understanding of the Assignment, Scope of Services and Fee.

As you know, SPACECO, Inc. has been involved with the development work on the Main Street Triangle for over 9 years and has worked closely with the Village staff on the development of the Main Street Triangle Project. In addition, for this project we propose to team with Christopher B. Burke Engineering for the electrical design and subcontract with Norris Design for the streetscape and landscape architecture. Both firms have extensive experience working in the Village and with Village staff.

## **UNDERSTANDING OF THE ASSIGNMENT**

- Roadway extension of Jefferson Avenue between 142<sup>nd</sup> and 143rd Streets.
- Site preparation of the UCMC parcel.

## **THE WORK**

We will prepare the Final Engineering plans which will include grading, paving, utility service, and drainage aspects of the proposed infrastructure improvements itemized below:

### *Survey Work*

- Updated Topographic Survey
- Plat of Subdivision
- Easement Legal Descriptions

### *Site Preparation Work*

- Demolition Plans
- Mass Grading Plans
- Utility Review

### *Roadway Work*

- Jefferson Avenue from 142<sup>nd</sup> Street to 143<sup>rd</sup> Street

### *Stormwater Management Work*

- Modifications to the previously issued MWRD Permits

### *Miscellaneous Design Work*

- Streetscape and Landscape Architectural Design
- Site Electrical Design
- Coordinate Utility Service

### *Bidding Assistance*

- Prepare Bid Documents
- Bidding Coordination
- Bid Review

### *Construction Phase*

- Construction Layout
- Grade Verification

SPACECO, Inc. and the project team is also available to perform construction observation and administration which scope can be agreed upon later if required.

### **PROVIDED BY OTHERS**

- Environmental Assessments, Mitigation, Or Clean-Up

### **SCOPE OF BASIC SERVICES**

#### **SURVEY WORK**

**TASK 1.0 – UPDATED TOPOGRAPHIC SURVEY:** Since currently available topography for the area is over 7 years old and the grades on and around the site have been changed by construction work we propose to prepare an updated topographic survey. A survey of the area bounded by Ravinia Avenue, LaGrange Road, 143<sup>rd</sup> Street, and 142<sup>nd</sup> Street will be prepared at a scale of about 1"=30' and a contour interval of one foot. This topographic survey is necessary to establish the existing grades on the subject property and up to 100 feet off-site. This also includes picking up the location and elevation of immediately adjacent existing infrastructure that serves the subject project. The adjacent right-of-ways of LaGrange Road, 142<sup>nd</sup> Street, 143<sup>rd</sup> Street Ravinia Avenue to the near side curb limits will be surveyed.

**TASK 2.0 - PLAT OF SUBDIVISION:** We will prepare a Final Plat of Subdivision with appropriate signature blocks for the dedication of Jefferson Avenue Right-of Way and two adjacent lots. Subdivision perimeter corners will be set in accordance with Task 3.0 below.

**TASK 3.0 - LOT CORNERS:** Iron rods will be set at the lot corners one-time in accordance with the **Section 1270.56 of the Illinois Land Surveyors Act.**

**TASK 4.0 – EASEMENT LEGAL DESCRIPTIONS:** As requested we will prepare supplemental easement legal descriptions and exhibits depicting these easements for any utilities, parking, or cross access easements that will be required.

#### **SITE PREPARATION WORK**

**TASK 5.0 – DEMOLITION PLANS:** We will prepare plans showing the limits of demolition for the existing buildings and utilities. The plan will utilize the topographic survey in identifying features that shall be demolished and/or removed. We will work with the Village's selected site contractor to modify the plan as required to locate additional features that shall be demolished and/or removed.

**TASK 6.0 – MASS-GRADING PLAN:** This task will consist of the preparation of a mass-grading plan for the site. The grading plan will show existing topographic contours, proposed roadway and lot elevations, representative proposed subgrade spot elevations in the anticipated parking areas, and subgrade centerline elevations for the proposed roads. We will provide a letter report with earthwork calculations and grading assumptions that quantifies the amount of fill that is required to grade the site.

**TASK 7.0 – UTILITY SERVICE REVIEW:** We will review the ability of the existing utilities to service the UCMC parcel and the remaining parcel between the proposed Jefferson Avenue extension and Ravinia Avenue.

### **ROADWAY WORK**

**TASK 8.0 - FINAL ENGINEERING OF ROADWAY (JEFFERSON AVENUE FROM 142<sup>ND</sup> STREET TO 143<sup>RD</sup> STREET):** This task will consist of the preparation of the design documents for submittal to the municipality and permit applications to the regulatory agencies that govern the work.

**Preparation of Plan Drawings:** The plan drawings will include the final design drawings, technical specifications, and other documentation for the final design of on-site engineering improvements. The plans will be in English units of measurement. This work will include; plan notes, typical sections, alignment & ties, plan & profile sheets, cross-sections, geometric plan, water distribution, water service, sanitary sewers, sanitary sewer service, storm sewers, paving for roadways/parking areas, grading, erosion control, details, pavement marking/signing, and earthwork calculations. Our design of underground utilities will be up to five feet from the outside of the building wall for service connections.

Construction specifications will be shown on the drawings for storm sewer, sanitary sewer, watermain, pavement, and grading. We will reference the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007 by the Illinois Department of Transportation, and the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois". SPACECO, Inc.'s preparation of the specifications shall not be construed to relieve the Contractor in any way from his sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications.

We will coordinate with the gas, phone, and electric companies to determine what facilities they anticipate bringing into the site and include their design plans into the roadway improvement plans.

**Permit Applications:** We will prepare permit applications for water and sewer for

submittal to the appropriate authorities. We will submit an initial application to the Illinois Environmental Protection Agency for a Notice of Intent (NOI) for mass-grading purposes. Permit application fees are not included in our fee. This does not warrant that such approval shall be obtained.

### **STORMWATER MANAGEMENT DESIGN**

**TASK 9.0 - MWRD PERMITTING:** This task will consist of preparing the application for submittal to the MWRD for modification of the previously issued permit relating to the required detention volume for the site. Permit application fees are not included in our fee. This does not warrant that such approval shall be obtained. During the permit review process, follow-up information, re-submittals, and additional documentation are anticipated to be required.

### **MISCELLANEOUS DESIGN WORK**

**TASK 10.0 – STREET LIGHTING/ELECTRICAL DESIGN:** We will prepare roadway lighting and electrical plans for Jefferson Avenue. The lighting and electrical plans will be submitted to the necessary reviewing agencies for approval. Based upon information known to date, we are proposing the following Tasks for the lighting and electrical design:

**TASK 10.1 – DATA COLLECTION AND INITIAL PROJECT COORDINATION:** We will meet and/or coordinate with the appropriate personnel to determine the minimum lighting requirements, sources of electrical service(s), preferred lighting/control equipment and required electrical appurtenances for the proposed improvement.

**TASK 10.2 – PHOTOMETRIC DESIGN SUBMITTAL:** Based on the information collected in Task 10.1, a photometric computer analysis will be performed to determine the proposed pole spacing in accordance with Local Ordinances, American National Standards Institute – Illuminating Engineering Society of North America (ANSI-IESNA) RP-8-00, and/or the Owner's requirements. We assume that the photometric design will be performed for only one light fixture, agreed upon by the Owner, prior to photometric calculations. A proposed lighting layout will be prepared using the site development plans. The preliminary lighting layout plans along with the supporting photometric computer analysis and design criteria will be submitted to the Village for their review.

**TASK 10.3 – PLAN AND DETAIL DRAWING PREPARATION:** Upon approval of the light pole locations by the Village, proposed roadway lighting plans and detail drawings will be provided. The plan drawings will include locations of the lighting poles along with electric cables and raceways, power source location, basic lighting controls (consisting of lighting contactor and photocell) and electrical handholes.

The detail drawings will include any modifications to existing lighting controller cabinets/panelboards, light pole and luminaire details, concrete foundation, pole handhole wiring diagram, one line circuit diagram, ground mounted receptacles (located at each proposed tree), handhole and conduit installation details.

**TASK 10.4 – SUMMARY OF QUANTITIES AND COST ESTIMATE:** An opinion of probable construction cost will be prepared along with a summary of quantities for the work described in Task 3.

**TASK 11.0 – STREETScape AND LANDSCAPE ARCHITECTURE:** SPACECO, Inc. will subcontract with Norris Design to provide Streetscape, Landscape Architectural, and Irrigation design work. The Streetscape principles and design concepts utilized throughout the Main Street Triangle development will be used on Jefferson Avenue. Their work shall be performed in accordance with their proposal dated July 9, 2014.

**TASK 12.0 – UTILITY COORDINATION:** We will coordinate gas, phone, and electric services for the proposed UCMC building. We will contact the appropriate utility provider with load information provided by the UCMC team. We will coordinate the service sizes, layout, and locations with the project team.

### **BIDDING ASSISTANCE**

**TASK 13.0- BID DOCUMENT PREPARATION:** We will prepare bid documents in accordance with the standards provided by the Village. The documents will include a summary of the work and quantity sheets.

**TASK 14.0 - BIDDING ASSISTANCE:** We will coordinate the bidding process with the contractors and provide assistance to them and address RFI's during the bid process. We will schedule and attend a pre-bid and bid opening meeting. We will summarize the bids and provide a bid comparison spreadsheet. We will provide a bid award recommendation letter. SPACECO, Inc. is not responsible for contractor negotiations or awarding contracts.

### **CONSTRUCTION PHASE**

**TASK 15.0 –CONSTRUCTION STAKING AND GRADE VERIFICATION:** We will provide surveying services to provide vertical and horizontal baseline control for the selected contractor. Right of way and property corners will be staked on the field. It is assumed this staking will be utilized by the contractor to establish control for their work and that they will be responsible to provide their own construction layout for a majority of the improvements.

As requested we will provide surveying services to verify existing and proposed grades. This work will be performed as requested by the Village during the construction process.

### **ALL PHASES OF WORK**

**TASK 16.0 - CONSULTATIONS:** As requested we will attend meetings with the Client, municipal staff, utility companies and other members of the project team. We will also attend meetings for public hearings, Zoning Board of Appeals, Plan Commission or Village Board meetings as required. Since the number of these meetings is difficult to quantify, this task is proposed to be billed on a time and materials basis. We have budgeted attending 3 public meetings and 12 client meetings.

### **SUPPLEMENTAL SERVICES**

Normal and customary engineering and surveying services do not include service in respect to the following categories of work which are usually referred to as Supplemental Services. If Client shall so advise SPACECO, Inc. and we shall perform or obtain from others such services, SPACECO, Inc. will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project includes, but is not limited to the following:

- Services due to major changes in the general scope of the project.
- Revising studies, reports, and design documents which the Client, the municipality, and/or other governmental agencies have previously approved.
- Providing Engineering Design and Construction Services for:
  - Unusual or unanticipated improvements.
  - Additional off-site improvements requested by the Client or governmental agencies.
  - Improvements necessary to the project development beyond those being included under Basic Services herein.
  - Lift stations.
  - Structural Engineering.
  - NPDES/Erosion Control Report.
  - Traffic impact studies.
- Providing construction observation in support of the engineering plans. Visiting the site for preparing punchlists, or for comparing the Contractor's invoices against the approved final design plans and the Engineer's quantity take-offs.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Environmental assessments.
- Preparation of any plats (ALTA Surveys, etc.) or documents not explicitly identified under Basic Services.
- Record drawings.

## FEES

|                                                                                | <u>Amount</u>                 |
|--------------------------------------------------------------------------------|-------------------------------|
| <b><u>Survey Work</u></b>                                                      |                               |
| Task 1.0 – Updated Topographic Survey                                          | \$8,000 Lump Sum              |
| Task 2.0 – Plat of Subdivision                                                 | \$5,000 Lump Sum              |
| Task 3.0 – Lot Corners                                                         | \$2,000 Lump Sum              |
| Task 4.0 – Easement Legal Descriptions                                         | <u>Hourly, Budget \$4,000</u> |
| <b><i>Subtotal Survey Tasks</i></b>                                            | <b><i>\$19,000</i></b>        |
| <b><u>Site Preparation Work</u></b>                                            |                               |
| Task 5.0 - Demolition Plans                                                    | \$3,500 Lump Sum              |
| Task 6.0 - Mass-Grading Plans                                                  | \$6,000 Lump Sum              |
| Task 7.0 – Utility Review                                                      | <u>\$3,000 Lump Sum</u>       |
| <b><i>Subtotal Site Preparation Tasks</i></b>                                  | <b><i>\$12,500</i></b>        |
| <b><u>Roadway Work</u></b>                                                     |                               |
| Task 8.0 - Final Engineering of Roadways                                       |                               |
| Jefferson Avenue Final Geometry                                                | \$8,000 Lump Sum              |
| Final Engineering (650 L.F.)                                                   | <u>\$30,000 Lump Sum</u>      |
| <b><i>Subtotal Roadway Tasks</i></b>                                           | <b><i>\$38,000</i></b>        |
| <b><u>Stormwater Management Work</u></b>                                       |                               |
| Task 9.0 – MWRD Permitting                                                     | <u>\$3,500 Lump Sum</u>       |
| <b><i>Subtotal Stormwater Management Tasks</i></b>                             | <b><i>\$3,500</i></b>         |
| <b><u>Miscellaneous Design Work</u></b>                                        |                               |
| Task 10.0 – Street Lighting/Electrical Design (Christopher B. Burke Eng. Ltd.) |                               |
| Sub-Task 10.1 – Data Collection and Initial Project Coordination               | \$1,500 Lump Sum              |
| Sub-Task 10.2 – Photometric Design Submittal                                   | \$3,000 Lump Sum              |
| Sub-Task 10.3 – Plan and Detail Drawing Preparation                            | \$6,500 Lump Sum              |
| Sub-Task 10.4 – Summary of Quantities/Cost Estimate                            | \$500 Lump Sum                |
| Task 11.0 - Streetscape and Landscape Architecture (Norris Design)             |                               |
| Schematic Landscape Plans                                                      | \$3,300 Lump Sum              |
| Design Development                                                             | \$4,400 Lump Sum              |
| Irrigation Design                                                              | \$4,500 Lump Sum              |
| Construction Documents and Specifications                                      | \$6,400 Lump Sum              |
| Task 12.0 – Utility Coordination                                               | <u>Hourly, Budget 12,000</u>  |
| <b><i>Subtotal Miscellaneous Design Tasks</i></b>                              | <b><i>\$42,100</i></b>        |

**Bidding Assistance**

Task 12.0 – Bid Document Preparation

Task 13.0 – Bidding Assistance

Tasks 12.0 and 13.0      \$3,500 Lump Sum

**Construction Phase**

Task 14.0 – Construction Layout and Grade Verification      Hourly, Budget \$6,000

**All Phases of Work**

Task 15.0 – Consultations

(Assumes 15 Meetings @ \$650 per Meeting)      Hourly, Budget \$9,750

Reimbursable Expenses      Cost+10%, Budget \$3,500

***Total Project Budget      \$137,850***

Our services will be invoiced monthly on a percent complete basis. Payments are due within thirty days after invoicing.

Work identified, as payable on an hourly basis will be billed to you at the rates specified on the enclosed Schedule of Charges for Professional Services. We will establish our contract in accordance with the enclosed General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. If you wish to discuss the terms, conditions and provisions of this agreement, I would be pleased to do so at your earliest convenience. All reproductions and delivery services will be billed to the Client on a cost plus 10% basis.

If this proposal meets with your approval, please sign both copies and return one to us for our files.

Sincerely,

SPACECO, Inc.

Michael Mondus, P.E.  
Executive Vice President

c: R. Stawik, B. Loftus - SPACECO, Inc.  
File Copy

ACCEPTED FOR: \_\_\_\_\_

BY: \_\_\_\_\_



Paul G. Grimes

TITLE: \_\_\_\_\_

Village Manager

DATE: \_\_\_\_\_

9/30/14

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CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065



## STANDARD CHARGES FOR PROFESSIONAL SERVICES

January 1, 2014

|                                               | <u>Hourly Rate</u> |
|-----------------------------------------------|--------------------|
| Principal .....                               | \$245.00           |
| Senior Engineer .....                         | \$190.00           |
| Engineering Group Manager.....                | \$170.00           |
| Senior Project Manager .....                  | \$135.00           |
| Land Development Resource Manager.....        | \$135.00           |
| Senior Design Engineer .....                  | \$125.00           |
| Project Manager.....                          | \$120.00           |
| Design Engineer III.....                      | \$120.00           |
| Design Engineer II .....                      | \$105.00           |
| Design Engineer I .....                       | \$ 90.00           |
| Technician .....                              | \$105.00           |
| CAD Manager.....                              | \$115.00           |
| Senior Professional Land Surveyor.....        | \$160.00           |
| Surveying Group Manager .....                 | \$130.00           |
| Professional Land Surveyor.....               | \$125.00           |
| Survey Manager.....                           | \$115.00           |
| Survey Crew .....                             | \$170.00           |
| Three Man Crew .....                          | \$230.00           |
| Hydrographic Survey Boat with Equipment ..... | \$550.00/day       |
| Word Processor.....                           | \$85.00            |
| Clerk .....                                   | \$55.00            |
| Engineering Intern .....                      | \$60.00            |
| Director of IT Services.....                  | \$135.00           |

### REIMBURSABLE EXPENSES

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| Fax .....                                                         | \$0.50/page |
| Outside copy service, messenger, overnight delivery, photos ..... | Cost + 10%  |
| Mileage .....                                                     | \$0.56/mile |
| Electronic Transfer .....                                         | \$ 40.00    |

A surcharge of 50 percent will be added to hourly rates for expert witness testimony and depositions. SPACECO, Inc. reserves the right to increase these rates and costs by 5% after December 31, 2014.

540 Duane Street  
Glen Ellyn, Illinois 60137  
630.547.9372



July 9, 2014

Michael Mondus, P.E.  
SPACECO, Inc.  
9575 W. Higgins Road, Suite 700  
Rosemont, IL 60018

## **Jefferson Avenue Streetscape**

Orland Park, Illinois

### **SCOPE OF WORK**

#### **Task 1 – Schematic Design and Streetscape Plans**

Utilizing existing site survey and proposed site plan base information provided by Spaceco, Norris Design will prepare a Schematic Design Landscape Plan consistent with the streetscape design implemented on Ravinia Avenue and the 143rd St. and LaGrange Road intersection.

Deliverables include:

- A. Schematic Landscape Plan Design
- B. Specialty hardscape designations at key intersections/street corners and tree grates.
- C. Monumentation/signage, site furnishing and amenity design and plan
- D. Preliminary cost opinion
- E. One (1) project team/client meeting are anticipated in this task.

#### **Task 2 – Design Development**

Following Village review of the Schematic Design, Norris Design will advance the landscape and hardscape (layout) plans to include the locations, size, species, and quantity of plant material. Hardscape material, planters, and furnishings shall be designated as a part of this phase of work.

Deliverables include:

- A. Design Development Landscape Plan - 50% complete
- B. Design Development Hardscape Plan (Layout) - 50% complete
- C. Development of construction details (fencing, columns, planters, etc.)
- D. Refined cost opinion
- E. One (1) project team/client meeting are anticipated in this task.

#### **Task 3 – Irrigation Design**

Norris Design shall prepare Irrigation Design Construction Documents to be competitively bid and constructed. Irrigation plans shall be compliant with Village of Orland Park requirements and shall incorporate water efficient irrigation design principles.

Deliverables include:

- A. Irrigation Plans - 50% complete
- B. Irrigation Plans - 100% complete

- C. Irrigation cost opinion
- D. Irrigation technical specifications

#### **Task 4 – Construction Documents**

Following the Design Development phase, Norris Design will prepare documentation necessary for Village of Orland Park permits. All revisions based on comments from Village staff shall be addressed as a part of this phase of work. Construction documents shall be prepared to be competitively bid and constructed.

Deliverables include:

- A. 95% Construction Document/Permit Plans and Technical Specifications for client/project team review
- B. 100% Construction Document/Permit Plans & Technical Specifications
- C. Final cost opinion
- D. One (1) project team/client meeting are anticipated in this task.

#### **AGREEMENT QUALIFICATIONS**

##### **A. Assumptions**

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information.

1. Topographic Survey
2. Tree Survey (locations only)
3. Surveying
4. ALTA Survey
5. Aerial Photography
6. Phase I or Other Environmental Site Assessment Report
7. Soils/Geology Reports
8. Wetlands Report

##### **B. Exclusions**

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

1. Illustrative Graphics (other than those identified within this agreement)
2. Engineering (i.e. – Civil, Electrical, Structural, Mechanical, Traffic, etc)
3. Lighting/Photometric Plans & Fixture Selection
4. Construction Administration

#### C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

| Term            | Definition                                                                                                                                                                                                       |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attend          | Norris Design will be present at meetings and hearings as described in the task action items                                                                                                                     |
| Review          | Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design |
| Assist          | Provide input and/or information to the Owner or consultant team to assist them with their work and products                                                                                                     |
| Develop         | Plans, documents and products generated by Norris Design                                                                                                                                                         |
| Coordinate      | Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design                                                                                              |
| Provide         | Plans, documents and products made available by Norris Design                                                                                                                                                    |
| Minor Revisions | Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item                                                                                                    |

#### TERMS AND CONDITIONS

##### A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work on a monthly basis based on percent complete.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
8. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.

10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
13. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
14. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
15. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
16. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
17. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.
18. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
19. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
20. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
21. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
22. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

**B. Standard Hourly Rates**

|                                    |                          |
|------------------------------------|--------------------------|
| Principal                          | \$100.00 - \$130.00/Hour |
| Senior Planner/Landscape Architect | \$80.00 - \$100.00/Hour  |

540 Duane Street  
Glen Ellyn, Illinois 60137  
630.547.9372



|                             |                        |
|-----------------------------|------------------------|
| Planner/Landscape Architect | \$65.00 - \$80.00/Hour |
| Graphic Designer            | \$80.00 - \$90.00/Hour |
| Photographer                | \$130.00/Hour          |
| IT Specialist               | \$90.00/Hour           |
| Clerical                    | \$65.00/Hour           |

**C. Fee Schedule**

|                                               |         |
|-----------------------------------------------|---------|
| Task 1 – Schematic Design & Streetscape Plans | \$3,300 |
| Task 2 – Design Development                   | \$4,400 |
| Task 3 – Irrigation Design                    | \$4,500 |
| Task 4 – Construction Documents               | \$6,400 |

**Total Base Fee Not to Exceed** **\$18,600**  
(Excluding Expenses)

**D. Acceptance and Agreement**

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

**Norris Design - IL, LLC**

**SPACECO, Inc.**

A handwritten signature in black ink, appearing to read "Keith Daniels", is written over a horizontal line.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Principal  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
July 9, 2014  
Date

\_\_\_\_\_  
Date