

June 5, 2017

Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, IL 60462

Attention: Mr. Kurt Corrigan, P.E., Transportation and Engineering Manager

Re: Agreement for Design Services and Bidding-Related Services  
Village Hall Parking Lot Improvements

This is an Agreement between the Village of Orland Park, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide Design and Bidding-Related Services (Services) for the Village Hall Parking Lot Improvements project. This Agreement shall be in accordance with the following elements.

### **Project Understanding**

The Village Hall north and south parking lots will be patched and resurfaced. The north parking lot will be reviewed for partial geometric improvements to improve vehicle circulation. The existing street lighting in the north and south parking lots for Village Hall will be removed and replaced. Parking lot drawings, special provisions, and opinion of probable construction cost will be developed to assist the OWNER in receiving competitive bids.

The parking lot design, drawings, lighting drawings, and special provision preparation will be funded by OWNER with local funds.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

#### Design Services

1. Prepare subconsultant agreement and track project schedule, budget, and task completion.
2. Communicate with OWNER for the duration of the project.
3. Perform a pick-up topographic survey of the Village Hall north, south, and west parking lots in addition to the associated sidewalks and open space between the west and south parking lots.
4. Perform pavement patching survey of the north and south parking lots.
5. Identify potential utility conflicts and communicate with utility companies.

6. Prepare opinion of probable construction cost comparing the cost to reconstruct the north and south parking lots using hot-mix asphalt pavement versus permeable pavers.
7. Evaluate the existing sidewalk for Americans with Disabilities Act (ADA) compliance. Note deficiencies for OWNER to decide whether sidewalks will be replaced.
8. Evaluate existing drainage of the north and south parking lots. Identify localized ponding and provide recommendations to improve drainage to OWNER.
9. Evaluate vehicle circulation of the north parking lot and recommend geometric improvements if necessary.
10. Design the following items for the north and south parking lots:
  - a. Storm sewer to connect to an existing storm sewer system located in the parking lot in accordance with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Watershed Ordinance. Improvements to drainage facilities will be considered maintenance and will not require an MWRDGC watershed permit.
  - b. Pavement based on geotechnical data provided by SEECO Consultants, Inc. See attached exhibit for scope of services.
  - c. New street lighting poles and fixtures. OWNER shall provide street lighting pole and fixture types.
  - d. Landscaping and trees in the parking lot islands.
  - e. Up to three bioswales in the parking lot islands.
  - f. ADA-accessible routes from the following destinations:
    - (1) Handicapped parking spaces in the north parking lot to the Village Hall sidewalk.
    - (2) Handicapped parking spaces in the north parking lot to the Ravinia Avenue sidewalk.
11. Prepare drawings at 1:20 scale to include the following.
  - a. Cover
  - b. General notes
  - c. Existing and proposed typical sections
  - d. Summary of quantities
  - e. Removal plan
  - f. Pavement
  - g. Sidewalk
  - h. Drainage layout plan
  - i. Pavement markings
  - j. Signing
  - k. Construction staging
  - l. Electrical details
  - m. Sediment and erosion control
  - n. Landscaping
  - o. Bioswale details

12. Prepare technical specifications in Illinois Department of Transportation (IDOT) format.
13. Prepare and submit an opinion of probable construction cost to OWNER at prefinal and final submittals.
14. Submit draft technical specifications and drawings to OWNER for processing. Submit drawings to utility companies for review.
15. Attend one meeting to review the draft technical specifications and drawings. Incorporate review comments as necessary.
16. Submit two hard copies and one electronic copy (including MicroStation, Microsoft Excel, Microsoft Word, and PDF files) of final technical specifications and drawings to OWNER.

Provide technical specifications to OWNER for incorporation into OWNER's bidding and contract documents. The Contract Documents shall require contractor to name ENGINEER as additional insured on the contractor's general liability and automobile insurance. and to identify ENGINEER in the same manner as OWNER.

#### Bidding-Related Services

1. Prepare addenda and answer questions during bidding.
2. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.

#### **Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. Additional Meetings: Additional OWNER-required meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.

5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction is not included in the scope of this Agreement. Service of this type by ENGINEER will be provided through an amendment to this Agreement.
10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

### **Compensation**

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$69,900.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated on July 5, 2017. Services are scheduled for completion on December 31, 2018.

### **Standard of Care**

The Standard of Care for all 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.

### **OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Prepare and distribute front-end, bidding, and contract documents.

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of MWRDGC or Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided on an hourly rate plus expenses.

### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before

the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

### **Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

### **Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

VILLAGE OF ORLAND PARK

NOT FOR  
SIGNATURE

\_\_\_\_\_  
Matthew S. Richards  
Corporate Secretary

Date

\_\_\_\_\_  
Joseph La Margo  
Interim Village Manager

Date

Construction Monitoring &  
Observations  
Construction Materials Testing  
Tunnels and Underground Openings  
Geotechnical Engineering &  
Evaluation

**SEECO Consultants Inc.**  
CONSULTING ENGINEERS

EXHIBIT A

Subsurface Explorations  
Foundation Analysis & Design  
Structural Rehabilitation  
Condition Surveys  
Dams and Drainage Studies

March 1, 2016

Mr. Marc Grigas, PE  
Strand Associates Inc.  
1170 Houbolt Rd.  
Joliet, IL 60431

**PROPOSAL**

Subsurface Exploration, Laboratory Testing and Geotechnical Engineering and Analysis for the Proposed 147th and Ravinia Village Parking Lot Improvements, Orland Park, IL

Dear Mr. Grigas:

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information and have discussed the project with you.

The scope of work SEECO is proposing is as follows:

- Perform a total of seven (7) pavement cores with 5' soil borings. The corehole will be located as illustrated on the plan provided and will be field staked by SEECO. It is assumed the locations will be accessible to a truck mounted drill rig. The surface elevations will be interpolated from plans to be supplied to us.
- The resulting soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual Classification, Moisture Content and Unconfined Compressive Strength utilizing a calibrated penetrometer will be performed on all applicable samples.
- Upon completion of the field exploration and laboratory testing, parking lot recommendations from a geotechnical viewpoint will be provided.
- It is anticipated that right of entry and access locations to the site will be provided to us. Boring locations may be offset as required. No utility R.O.W. conflicts are anticipated. SEECO will not be responsible for restoration costs, if any. This contract is not assignable. No permits or bonds are required.

The cost for these services will be a lump sum of \$5,372.00.

We will proceed with the work as outlined after we receive a signed subconsultant agreement from Strand Associates, Inc.



**PROPOSAL**

Subsurface Exploration, Laboratory Testing and Geotechnical Engineering and Analysis for the Proposed 147th and Ravinia Parking Lot Improvements, Orland Park, IL

March 1, 2017

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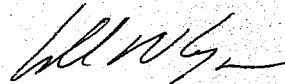
If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.

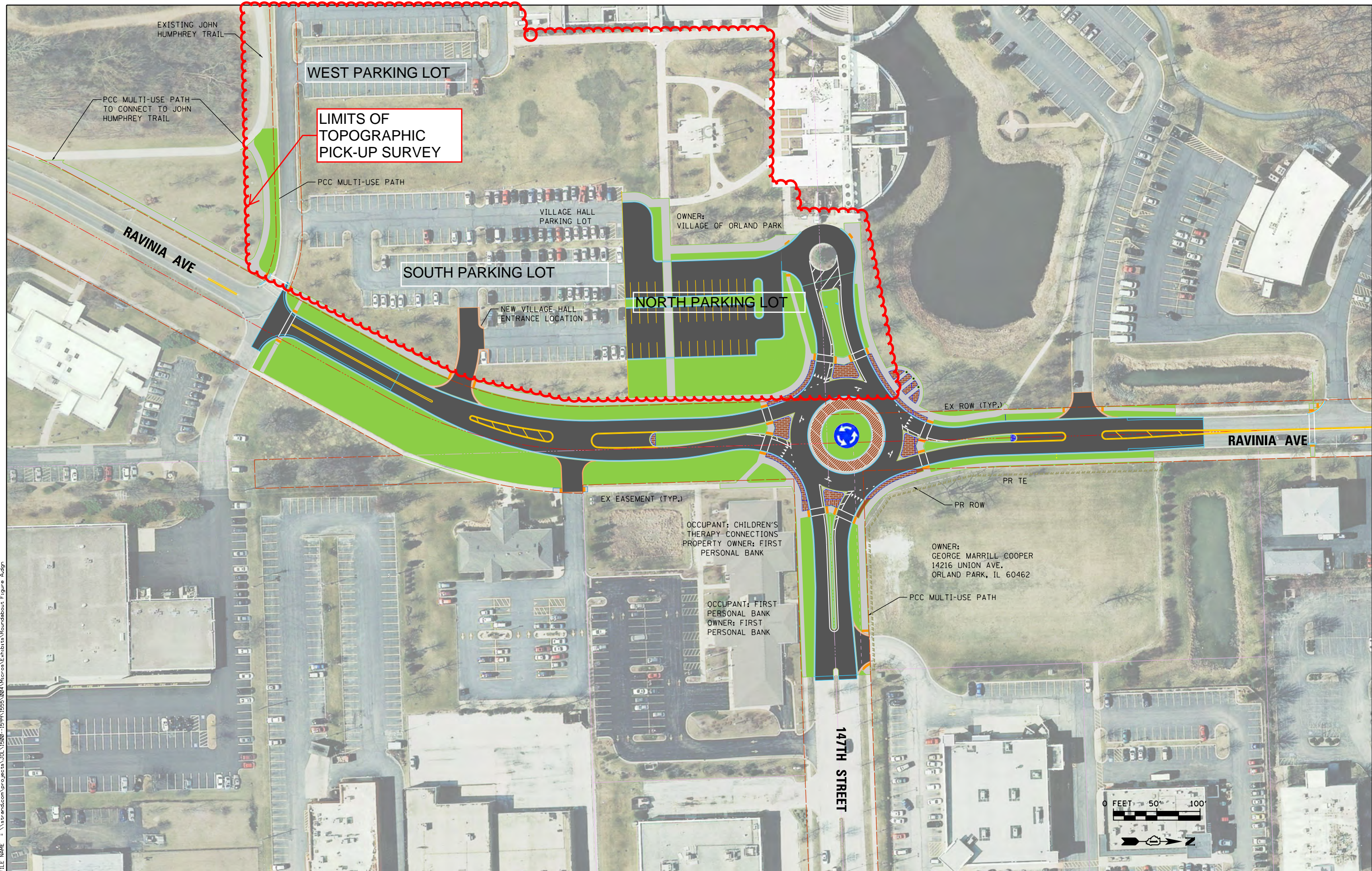


Donald C. Cassier,  
Director of Field Services



Collin W. Gray, S.E., P.E.  
President

DCC:arm



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**SA STRAND ASSOCIATES**  
 1170 SOUTH HOUBOLT ROAD  
 JOLIET, ILLINOIS 60431  
 (815) 744-4200

USER NAME = StevenB	DESIGNED -	REVISED -
MODEL NAME = Default	DRAWN -	REVISED -
PLOT SCALE = 1000.0000 ' / in.	CHECKED -	REVISED -
PLOT DATE = 2/3/2017	DATE -	REVISED -

**STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION**

**VILLAGE HALL PARKING LOTS**

SCALE: SHEET OF SHEETS STA. TO STA.

F.A.U. RTE. 9-1709	SECTION 12-00069-00-CH	COUNTY COOK	TOTAL SHEETS	SHEET NO.
ILLINOIS FED. AID PROJECT				