

Agreement #435

Clerk's Contract and Agreement Cover Page

Year: 2008-0

Legistar File ID#: 2008-0308

Multi Year: ☒

Amount \$695,489.00

Contract Type:

Professional Services

Contractor's Name:

Greeley & Hansen

Contractor's AKA:

Execution Date:

5/30/2008

Termination Date:

Renewal Date:

Department:

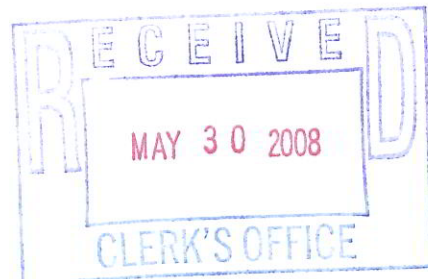
Public Works/Water & Sewer

Originating Person:

John Ingram

Contract Description: East Reservoir Addition Construction Services

Friday, May 30, 2008



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

May 30, 2008



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

Ms. Beth Vogt
Greeley and Hansen LLC
100 S. Wacker Drive, Suite 1400
Chicago, Illinois 60606

RE: NOTICE TO PROCEED
Professional Services during Construction of the East Reservoir Addition

Dear Beth:

Enclosed is one (1) original executed contract dated May 30, 2008 in an amount not to exceed Six Hundred Ninety-Five Thousand and No/100 (\$695,000.00) Dollars for Professional Services during Construction of the East Reservoir Addition.

Please contact John Ingram at 708-403-6104 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this service and will fax it to your attention. 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.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: John Ingram
Judy Konow

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

VILLAGE OF ORLAND PARK, ILLINOIS

and

GREELEY AND HANSEN LLC

Article I. PARTIES AND PROJECT

This AGREEMENT is made effective on the 30th day of May, in the year 2008 between the Village of Orland Park, Illinois, hereinafter referred to as VILLAGE, and Greeley and Hansen LLC, an Illinois limited liability company, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, hereinafter referred to as ENGINEER, for professional engineering services in connection with construction of the East Reservoir Addition (the "PROJECT").

Article II. ENGINEER'S SERVICES

ENGINEER shall provide appropriate professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the degree of care and skill employed by Illinois engineers on similar projects and the ordinary standards of care and skill of the engineering profession.

A. Basic Services

The scope of engineering services is set forth in Exhibit A attached hereto and made a part of this AGREEMENT. VILLAGE shall provide written authorization to ENGINEER prior to the commencement of engineering services, whereupon ENGINEER shall provide engineering services as set forth in Exhibit A to the approval of VILLAGE. ENGINEER shall not perform services beyond the scope as defined in Exhibit A without the prior written authorization of VILLAGE.

B. Additional Services

At VILLAGE'S request, ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation.

VILLAGE shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by VILLAGE, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

Notwithstanding anything to the contrary in this AGREEMENT, VILLAGE shall not be responsible to pay and ENGINEER shall not be entitled to receive compensation for any Additional Services if such services were required due to the fault of the ENGINEER or ENGINEER's failure to perform in accordance with the terms of this AGREEMENT or the standard of care identified above.

C. Period of Services

ENGINEER agrees that engineering services, as defined in Article II.A above, will be substantially complete within fifteen (15) months of the date of Notice to Proceed from the VILLAGE to the construction contractor. The period of services will begin upon the date of VILLAGE's written notice to proceed. ENGINEER shall not, however, be responsible for the timely completion of services as agreed to herein if completion is delayed by the failure of VILLAGE to furnish the services provided for under Article IV hereof in a timely manner, the failure of any construction contractor to complete any construction contract work within original contract time requirements, or for other reasons beyond the control of ENGINEER, but any such causes shall immediately be brought to the written attention of VILLAGE upon discovery by ENGINEER.

ENGINEER further agrees that additional services will be substantially complete within the period specified in each accepted and authorized proposal for additional services unless reasons for delay in completion are beyond the control of ENGINEER.

If ENGINEER's basic services or any accepted and authorized additional services are delayed or suspended in whole or in part by the VILLAGE for more than ninety days beyond the scheduled completion date for reasons beyond ENGINEER's control, compensation for the delayed services, as provided in Article III hereunder, shall be subject to renegotiation upon the written request of ENGINEER. Such request must, however, be submitted by ENGINEER to the VILLAGE prior to the completion of the delayed services and must not have been caused by the ENGINEER's acts, errors or omissions.

ENGINEER agrees to give prompt written notice to VILLAGE whenever the ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, the PROJECT, or any defect in the work of construction contractors.

Article III. ENGINEER'S COMPENSATION

ENGINEER shall perform professional engineering services as provided in Article II. of this AGREEMENT for which the VILLAGE shall compensate ENGINEER as follows:

A. Basic Services

1. Personnel Services

- a. ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a factor to cover overhead and profit. Such rates shall be computed as actual annual base salary, in effect at the time the services are rendered divided by 1,950 hours for office based personnel and divided by 2,080 hours for field based (resident) personnel. The annual base salary for Principals is as established by the LLC for each calendar year.

For 2008, the LLC has established \$79/hour as the base salary for Principals. The factor to be applied is 3.15.

2. Subconsultants and Other Professional Associates

VILLAGE shall pay ENGINEER for the services of subconsultants and other professional associates at their invoiced fees to ENGINEER plus 10 percent.

3. Reimbursable Direct Costs

VILLAGE shall pay ENGINEER the actual cost of any direct reimbursable expenses incurred in connection with performing the services. Such expenses shall include but not be limited to the following:

- Travel* and subsistence
- Printing of reports, memoranda and construction Contract Documents**
- Document reproduction**

* Local travel by personal or company automobile shall be paid for at U. S. Internal Revenue Service maximum acceptable mileage rates for business travel.

** In-house printing and document reproduction shall be paid for at established rates.

B. Additional Services

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same bases as provided for in Paragraph III. A. above for basic services.

C. Total Compensation

Total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, overhead, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services plus profit. It is agreed that the total compensation to ENGINEER for performing the basic services defined in Exhibit A will not exceed a total cost of

\$695,000, see Exhibit B, Table of Fee for Basic Engineering Services. ENGINEER agrees to strive to perform the services specified in the Scope of Basic Engineering Services, Exhibit A, within such total cost. If at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of any basic services will be greater than the total estimated cost for such services, ENGINEER shall notify VILLAGE in writing to that effect giving the detailed reasons for the change and revised estimate of such total cost for the performance of basic services provided that the increase in total cost shall be the result of a change in the scope of services.

VILLAGE shall not be obligated to compensate ENGINEER in excess of the established total estimated compensation for basic services, and ENGINEER shall not be obligated to continue performance or otherwise to incur costs in excess of those included in said estimated compensation unless and until the parties hereto have duly executed an amendment to this AGREEMENT providing for a revised estimate of compensation for performance of basic services. When and to the extent that the estimated compensation for basic services has been increased, any costs incurred by ENGINEER in excess of those included in the estimated compensation prior to such increase shall be compensable to the same extent as if such costs had been incurred after the increase (unless VILLAGE directs that the increase is solely for the purpose of covering specified expenses).

The provisions of this Article III.C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services" as used in this Article III.C., shall mean "additional services" and the term "Exhibits A and B" as used in this Article III.C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

D. Terminated Services

If this AGREEMENT is terminated for convenience, ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:
 1. For personnel services, the hours of services rendered at the established rates to the effective date of termination times the factors established herein.
 2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination plus 10 percent.
 3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination.

E. Conditions of Payment

1. Progress payments shall be made in proportion to services rendered as indicated in this AGREEMENT and shall be due and owing within forty-five days of ENGINEER's submittal of progress payment invoices.
2. In the event the VILLAGE has not paid amounts properly due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to VILLAGE, suspend services under this AGREEMENT until ENGINEER has been paid in full all amounts properly due for services, expenses, and charges through the date of suspension.
3. No deduction shall be made from ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to construction contractors.
4. If the PROJECT is delayed for reasons beyond ENGINEER's control, or if ENGINEER's services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control, ENGINEER may, after giving fifteen days written notice to VILLAGE, request renegotiation of compensation under Article II.C. or may terminate this AGREEMENT.

Article IV. VILLAGE RESPONSIBILITIES

The VILLAGE shall, as required:

- A. Grant access to ENGINEER to enter upon all public property required for the performance of ENGINEER's services under this AGREEMENT.
- B. Designate in writing a person to act as VILLAGE's representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define VILLAGE's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- C. Coordinate, consolidate, reconcile and bring congruence to differing views in the VILLAGE's organization to form single firm responses stating the VILLAGE's position on matters requiring resolution during performance of ENGINEER's services. Examine all pertinent information presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. Render such decisions in a consolidated form reconciling differing views into an unambiguous single firm response to each matter requiring resolution.
- D. Provide ENGINEER with prompt written notice of any defect in ENGINEER's performance of any services rendered pursuant to this AGREEMENT or relating to the PROJECT.
- E. In any agreement entered into between the VILLAGE and other contractors for the PROJECT in which such contractors and their subcontractors agree to indemnify or provide insurance coverage to the VILLAGE, VILLAGE agrees to require the contractors and subcontractors to indemnify and provide insurance coverage to Greeley and Hansen LLC, its subconsultants, professional associates, and each of their officers, principals, and employees to the same extent as to the VILLAGE, except such indemnity and coverage as applicable to ENGINEER's negligent acts, errors or omissions or for such coverage as

may not be commercially available. Furthermore, the VILLAGE will provide ENGINEER with certificates of insurance from each such contractor or subcontractor.

- F. Give prompt written notice to ENGINEER whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of construction contractors.
- G. Assist ENGINEER by coordinating utilization of the Orland School District No. 135 construction easement with the Contractor and school district.
- H. Provide coordination direction and assistance to ENGINEER between High Service Pump and East Reservoir Addition construction contractors.
- I. Compensate ENGINEER in accordance with the provisions of Article III.

Article V. GENERAL PROVISIONS

A. Ownership of Documents

All reports, schedules, drawings, specifications and other products of services of ENGINEER for this PROJECT are instruments of service for this PROJECT only and shall remain the property of ENGINEER until the VILLAGE has compensated ENGINEER in full for services properly rendered pursuant to all of the terms of this AGREEMENT. Upon final payment for each phase of Basic Services and for each separately accepted and authorized proposal for additional services, or upon material breach of any of the provisions of this AGREEMENT, ownership of the products or instruments of service for said phase or additional services authorized shall be vested in the VILLAGE. ENGINEER, however, may retain record copies of all such instruments of service and may use such for ENGINEER's exclusive purposes. Reuse of any of the instruments of service of ENGINEER by the VILLAGE on extensions of this PROJECT or any other project shall be at the VILLAGE's sole risk and the VILLAGE agrees to hold harmless ENGINEER from all claims, damages and expenses including attorneys' fees arising solely out of reuse of ENGINEER's instruments of service by the VILLAGE

or by others acting through the VILLAGE. Nothing contained in this paragraph, however, shall serve to release ENGINEER from claims for negligent acts, errors or omissions arising out of the original instruments of service associated with the PROJECT.

B. Data on Electronic Media

Data delivered on electronic media are considered part of the ENGINEER's instruments of service and shall not be used on other projects. The submitted data files are intended to work only as described in this AGREEMENT. The data files will be in MS Word and AutoCADD software designed for operation on a PC compatible computer using MS Windows operating system.

The software and operating system releases will be those currently in use by ENGINEER. The ENGINEER makes no warranty as to the compatibility of electronic files beyond those releases. However, the ENGINEER reserves the right to submit files in releases newer than those currently used by the ENGINEER. The ENGINEER shall not be held responsible for uses of the data outside of or beyond the scope of this AGREEMENT.

Any use or reuse of text or CADD data on electronic media by the VILLAGE or others, without written verification or CADD adaptation by the ENGINEER for the specific purpose intended, will be at the VILLAGE sole risk and without liability or legal exposure to the ENGINEER. Furthermore, VILLAGE agrees to defend, indemnify and hold harmless ENGINEER from all claims, damages and expenses, including attorneys' fees, arising out of or resulting solely from software errors or incompatibility in the case of the unverified use or reuse as specified above. Any such verification or adaptation requested of ENGINEER by VILLAGE will be an additional service and will entitle the ENGINEER to additional compensation.

Computer based spreadsheets and models delivered under this AGREEMENT are intended for the VILLAGE future use. However, because spreadsheets and models may be changed by any future user, ENGINEER will not be held liable for the completeness

or correctness of spreadsheets and models after completion of this PROJECT. VILLAGE accepts full responsibility for all future use of the spreadsheets and models and agrees to defend, indemnify and hold harmless ENGINEER from all claims, damages and expenses, including attorneys' fees, arising out of or resulting from changes made by VILLAGE after delivery by ENGINEER.

Because data stored on electronic media can deteriorate undetected or be modified without the ENGINEER's knowledge, the VILLAGE agrees that the ENGINEER will not be held liable for the completeness or correctness of data on electronic media after completion of the services hereunder. The ENGINEER remains responsible for the printed text, spreadsheet and model results and sealed drawings delivered all of which shall govern in case of conflict with the electronic files.

C. Successors and Assigns

1. The VILLAGE and ENGINEER each binds itself and its officers, principals, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the officers, principals, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
2. Neither the VILLAGE nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V. B.1. and except to the extent that the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

D. Changes in Scope and Revisions

The general category "additional services", referred to in Article II.B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the VILLAGE or other

revisions due to causes beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the VILLAGE prior to the commencement of work, as provided in Article II.B. Proposals for services pursuant to changes in scope or revisions shall, upon VILLAGE acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein. Notwithstanding anything to the contrary in this AGREEMENT, VILLAGE shall not be responsible to pay and ENGINEER shall not be entitled to receive compensation for any Additional Services if such services were required due to the fault of the ENGINEER or ENGINEER's failure to perform in accordance with the terms of this AGREEMENT or the standard of care identified above.

E. Extent of AGREEMENT

This AGREEMENT represents the entire understanding and agreement between the VILLAGE and ENGINEER for professional engineering services pertaining to the PROJECT as described in Article II. And supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the VILLAGE and ENGINEER.

F. No Waiver

Failure of the ENGINEER or the VILLAGE to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

G. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

H. Governing Law

This AGREEMENT shall be governed by the laws of the State of Illinois.

I. Subconsultants

During the performance of the AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants shall be subject to the prior approval of the VILLAGE, but ENGINEER shall be responsible for the work, acts, errors and omissions of ENGINEER's consultants.

J. Insurance

ENGINEER shall acquire and maintain the insurance coverages set forth in Exhibit C attached hereto and made part of this AGREEMENT. In addition, ENGINEER agrees to indemnify and hold VILLAGE and its directors, officers, agents, employees and designees (collectively, the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, that the Indemnities may incur to the extent arising out of or caused by ENGINEER's negligent acts, errors or omissions or the negligent acts, errors or omissions of ENGINEER's consultants. ENGINEER agrees to specifically insure this indemnity.

K. On-Site Services During Construction

In accordance with the scope of engineering services set forth in Exhibit A, ENGINEER shall provide the services of a full time resident project representative (RPR) to observe the progress and quality of the various aspects of construction contractors' work. Based on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not supervise, direct or have control over construction contractors' work nor shall ENGINEER have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions or programs. Accordingly, ENGINEER shall not guarantee the performance of construction contractors and ENGINEER shall not be responsible for the

failure of construction contractors to perform the work in accordance with the Contract Documents. ENGINEER shall keep VILLAGE informed of the progress of the work and shall inform VILLAGE and construction contractors of any observed defects and deficiencies in such work.

The parties hereto agree that the ENGINEER'S authority, duties, obligations and responsibilities arising under this AGREEMENT and its exercise thereof, are in no way intended to result in the ENGINEER being deemed to be a person having charge of the erection, construction, repairing, alteration, removal or painting of any building, bridge, viaduct or other structure.

L. Engineer's Estimates of Cost and Standard of Care

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's estimates of PROJECT related change orders are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction cost will not vary from ENGINEER's estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the engineering services will yield or accomplish a perfect outcome for the PROJECT; or
2. Obligating the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances; or
3. An assumption by the ENGINEER of liability greater than or differing from those explicit in this AGREEMENT, or

4. An assumption by the ENGINEER of the liabilities of any other party other than ENGINEER's own consultants.

M. Consequential Damages

Notwithstanding anything to the contrary in this AGREEMENT, neither the VILLAGE nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the failure of the VILLAGE or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

N. Termination

This AGREEMENT may be terminated by the VILLAGE for convenience, without cause on thirty days written notice. If the PROJECT is delayed, or if ENGINEER's services for the PROJECT are delayed or suspended for more than ninety days solely for reasons beyond ENGINEER's control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this AGREEMENT, the party not at fault may terminate the AGREEMENT for cause on ten days written notice. If this AGREEMENT is terminated for convenience, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this AGREEMENT. Within fourteen days following the date of receipt of the termination notice for convenience, and following receipt of compensation for services to date of termination, ENGINEER shall submit to the VILLAGE copies of all drawings, specifications and other products or instruments of service prepared prior to termination.

If this AGREEMENT is terminated by VILLAGE for cause, ENGINEER shall promptly submit to the VILLAGE copies of all drawings, specifications and other products or instruments of service prepared prior to termination and ENGINEER shall be responsible for all damages arising out of or flowing from its breach. As such, ENGINEER shall not

be entitled to further payments until the PROJECT is complete or, in VILLAGE's sole discretion, VILLAGE is able to calculate its damages and set off against any amounts otherwise owed.

O. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counterclaims, disputes and other matters in question between the VILLAGE and ENGINEER arising out of or relating to this AGREEMENT or the breach thereof will be decided by an Illinois court of competent jurisdiction.

P. Non-Discrimination and Equal Employment

ENGINEER acknowledges that it is in compliance with the prohibitions against discrimination in employment and with the provisions for equal employment opportunities as provided by VILLAGE's ordinances and the Illinois Equal Opportunity Statute, and that the ENGINEER does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ENGINEER's employees or applicants for employment.

Q. Notices

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:

GREELEY AND HANSEN LLC
Attn: Kenneth V. Johnson, P.E.
Principal
100 S. Wacker Drive, Suite 1400
Chicago, IL 60606

To VILLAGE:

VILLAGE OF ORLAND PARK
Attn: Denise Domalewski
Contract Administrator
14700 Ravinia Ave
Orland Park, IL 60462

Copy to: Pete Casey, Director of
Public Works

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

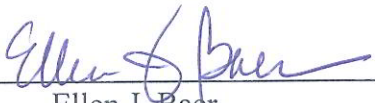
Article VI. APPROVAL

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and principals and is made effective the day and year first above written.

VILLAGE OF ORLAND PARK

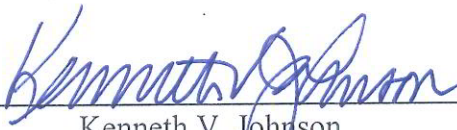
GREELEY AND HANSEN LLC

Approved:



Ellen J. Baer

Interim Village Manager



Kenneth V. Johnson

Member

EXHIBIT A

SCOPE OF CONSTRUCTION ENGINEERING SERVICES

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

VILLAGE OF ORLAND PARK, IL

and

GREELEY AND HANSEN LLC

East Reservoir Addition

May 1, 2008

OFFICE AND FIELD SERVICES DURING CONSTRUCTION

Provide office and field services during construction as follows:

1. Illinois EPA Permit Review – Respond to IEPA comment letters dated March 12 and March 24, 2008. Prepare and make presentation to IEPA on April 15, 2008 with Village officials. Design and incorporate changes required by IEPA for granting of permit to construct and operate. Prepare and present IEPA requested computations regarding air head losses and interior pressures developed by reservoir venting system. Negotiate change order with construction contractor to incorporate changes required by IEPA. Review shop drawings pertaining to IEPA approved changes to design documents.
2. Shop Drawing Review – Log, review and take appropriate action upon shop drawings and samples submitted by the Contractor for compliance with the Contract Documents.
3. Site Visits – Project Manager to visit the project site on a monthly basis to review construction progress to date and lead project related meetings with the construction contractor. Provide assistance by key technical design staff at appropriate junctures through the course of the project to assist the Resident Project Representative (RPR) in determining acceptability of earth retention system, excavation, backfill, site improvements, and reinforced concrete. Arrange for site visits by the project subconsultants on an as-needed basis.
4. Earth Retention System – Arrange for installation of a maximum of five inclinometers to monitor stability of tie-back sheeting system. Arrange for periodic inclinometer readings to help detect movement in the tie-back sheeting system.
5. Materials Testing – Arrange for testing of concrete during the course of the construction project by compressive strength testing of concrete cylinders taken from delivery trucks at

time of concrete placement. Arrange for other material test related to the performance of the project such as earth compaction, sieve analyses and similar tests.

6. Record Drawings – Revise the contract drawings to show conditions as recorded by the Contractor on prints of the contract drawings maintained by the Contractor in the field. Provide the Village with mylar and electronic copies of the record drawings.
7. Change Orders, Supplemental Drawings and Requests for Interpretation/Clarification
 - Review field initiated proposed changes and provide appropriate guidance to RPR. Prepare proposed changes where appropriate. Develop and prepare any change orders that may be required. Transmit change orders recommended for acceptance to the Village for review and approval.
 - Prepare supplemental drawings to provide additional detail and information to further the Contractor's understanding of Contract Documents and design intent when necessary.
 - Assist RPR in responding to routine interpretations of the contract documents in response to Contractor initiated Requests Interpretation/Clarification (RFI/Cs).
8. Review of Other Submittals – Provide recommendations for approval of subcontractors and material suppliers, review of Contractor's proposed construction activities and schedule, schedule of values, and other construction activity related submittals. Review and recommend approval of Contractor's monthly partial payment requests.
9. General Administration – Communicate with and otherwise assist the Village and Contractor and others involved in the construction effort in interpretation of the Contract Documents.
10. Field Services – Provide field assistance to the Village on a full day time basis, throughout the construction period. Services to be provided by the RPR are as follows:
 - a. Observe construction of the new contracted improvements and advise when deviations from the Contract Documents are observed.
 - b. Arrange for testing of construction materials and earthwork compaction.
 - c. Conduct weekly job-site project meetings with the Village and contractor.
 - d. Respond to Contractor's RFI/Cs, and change requests with assistance of office staff.
 - e. Maintain orderly files and records of field observations, reviews and checks of construction progress, and of the constructed work, materials and equipment.
 - f. Maintain files of electronic photographs documenting construction progress.
 - g. Prepare daily field reports documenting contractor forces and equipment on site, weather conditions, job site activities and special circumstances.

11. Senior Construction Engineering Staff – Provide the services of senior construction engineering staff to assist the RPR in the performance of his duties.
12. RPR Office Space – A field trailer will be provided by the contractor for use by the RPR. The Village will make the restroom facilities located in the pump station available for use by the RPR.

EXHIBIT B

Village of Orland Park, Illinois
East Reservoir Addition

Construction Services Fee Estimate

Greeley and Hansen
May 2, 2008

| | |
|----------------------------------|-----|
| Construction Period, months | 15 |
| Work Days per Year | 255 |
| Projected Work Days for Contract | 318 |
| Round Trip Mileage | 70 |

Greeley and Hansen Services

| | | | |
|------------------------------|----------------|------|------------------|
| Office Construction Services | | | \$260,152 |
| Mileage | 30 no of trips | 0.60 | \$1,260 |
| Office Services Total | | | \$261,412 |

| | | | |
|----------------------|-----------------|------|------------------|
| Field Assistance | | | \$285,404 |
| Mileage | 318 no of trips | 0.60 | \$13,373 |
| Field Services Total | | | \$298,777 |

Subtotal Greeley and Hansen Services **\$560,189**

Subconsultant Services

| | | | |
|-------------------------------------|--|--|----------|
| K&H Structural Shop Dwgs/Assistance | | | \$35,000 |
| Field Survey | | | \$2,500 |

Geotech Assistance

| | | | |
|---|----------|-----------|----------|
| Install Inclinometers | 1700 ea | 5 | \$8,500 |
| Inclinometer Readings | 24 rdgs | 500 | \$12,000 |
| Geotech Engineer | 120 hr | 125 \$/hr | \$15,000 |
| Lab Testing (concrete cylinders), concrete quantity | 10000 cy | | |
| No. of cylinders | 1000 | 40 \$/cyl | \$40,000 |
| Other Lab Tests | | 25 % | \$10,000 |

Subtotal Subconsultant Services **\$123,000**
Markup on Subconsultants @ 10% **\$12,300**
Total Subconsultant Services **\$135,300**

Total Construction Services **\$695,489**

Rounded Amount **\$695,000**

Note: Bids opened 5/1/08, JJ Henderson low bidder at \$8,976,840.
Contract Multiplier

3.15

Exhibit C

INSURANCE REQUIREMENTS

The bidder/contractor agrees to furnish evidence of insurance to The Village of Orland Park, Finance Department, 14700 Ravinia Avenue, Orland Park, IL 60462 within (10) days after the date of notice of the award of contract. Evidence of insurance coverage naming the Village of Orland Park as additional insured under said policy providing for minimum limits as follows:

WORKERS COMPENSATION

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Waiver of Subrogation in favor of the Village of Orland Park

UMBRELLA EXCESS LIABILITY

\$5,000,000 – Each Accident

\$5,000,000 – Aggregate

EXCESS MUST COVER OVER:

General Liability

Automobile Liability

Workers Compensation

PROFESSIONAL LIABILITY

\$5,000,000 Limit

Claims Made Form

Indicate Retroactive Date & Deductible

Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. In addition, evidence of coverage of the aforesaid hold harmless agreement and mandatory statement naming the Village of Orland Park as additionally insured on General Liability and Products Liability.

Failure to provide this evidence prior to beginning of work will result in disqualification and the bid will be awarded to the next lowest bidder or in creation of a new bid.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/13/07

PRODUCER

Risk Management

USI Midwest

100 South Wacker Drive, 16th Floor

Chicago, IL 60606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURED

Greeley and Hansen, LLC

100 South Wacker Drive ; 14th Floor

Chicago, IL 60606

INSURER A: The Travelers Indemnity Company

25658

INSURER B: St Paul Insurance Company

24805

INSURER C: Continental Casualty Co.

11177

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|-------|--|-------------------|----------------------------------|-----------------------------------|--|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | P630100L6916TCT07 | 07/01/07 | 07/01/08 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | P810100L6916IND07 | 07/01/07 | 07/01/08 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| B | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0 | QK01201603 | 07/01/07 | 07/01/08 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | PJUB100L691607 | 07/01/07 | 07/01/08 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | | OTHER Professional Liability | AEH008221445 | 07/01/07 | 07/01/08 | \$10,000,000 Each Occ. \$10,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Services. New High Service Pumps and East Reservoir Addition. The Village of Orland Park is Additional Insured as respects the General Liability and Automobile Liability Policies, but only with respect to the operations performed by or on behalf of the named insured. A Waiver (See Attached Descriptions)

CERTIFICATE HOLDER

Village of Orland Park
 Finance Department
 14700 Ravinia Avenue
 Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

of Subrogation applies to the Workers' Compensation and General Liability policies in favor of the Village of Orland Park.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE VILLAGE OF ORLAND PARK, THEIR RESPECTIVE OFFICERS, TRUSTEES,
DIRECTORS, EMPLOYEES AND AGENTS
14700 RAVINIA AVENUE, ORLAND PARK, IL 60462

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED ADDITIONAL INSURED

**VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS,
EMPLOYEES AND AGENTS.**

The person or organization shown above, who is required under a written contract or written agreement between you and that person or organization to be named as an additional insured, is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II of the Business Auto Coverage Form. When this insurance applies, this insurance is primary to and non-contributory with other insurance issued directly to the scheduled additional insured shown above.

GREELEY AND HANSEN, LLC
810 LOCL6916 07
EFFECTIVE: 09/28/07



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB100L6916

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

THE VILLAGE OF ORLANDO PARK, THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS,
EMPLOYEES AND AGENTS

EFF 09/28/07

DATE OF ISSUE: - -

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 01 (A) -**

POLICY NUMBER: UB100L6916

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

- | | |
|---|---|
| 1. Alternate Employer | Address |
| VILLAGE OF ORLAND PARK | 14700 RAVINIA AVENUE ORLAND PARK, IL 60462 |
| 2. State of Special or Temporary Employment | |
| ILLINOIS | |
| 3. Contract or Project | |
| NEW HIGH SERVICE PUMPS | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | | |
|---------------------------------|-----------------------|-----------------|
| Endorsement Effective 09/28/07 | Policy No. UB100L6916 | Endorsement No. |
| Insured GREELEY AND HANSEN, LLC | | Premium \$ |

Insurance Company

Countersigned by _____