

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

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**Contract Type:**

**Contractors Name:**

**Contract Description:**



HRGreen

**Simple Scope Short Form Agreement**

Project: **94<sup>th</sup> Ave. from 159<sup>th</sup> to 151<sup>st</sup> Streets - Resurfacing**

Project No: 190450  
Phase No(s): Phase I  
Date: 04/02/2019

Client: Village of Orland Park  
Contact: Rich Rittenbacher  
Title: Streets Operations Manager  
Address: 15655 Ravinia Avenue  
City/State/Zip: Orland Park, IL 60462  
Phone/Fax No. 708-403-6350

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

Resurfacing of 94<sup>th</sup> Ave. from 159<sup>th</sup> St. to 151<sup>st</sup> St. Additionally work includes ADA ramps in multiple locations (estimated 42 ramps requiring ADA detailing in Phase I), and all miscellaneous and collateral work to complete the project in accordance with FHWA and IDOT policies and standards. See Exhibit – A for detailed scope of services proposed.

The CLIENT agrees to pay COMPANY for the above scope of services:

Time & Material, Not to Exceed in the amount of \$24,675.00

- Reimbursable Expenses Included
- Sub- Consultant Services Included
- Prepayment Required for Services to Commence

Copy To:

- Accounting
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TERMS AND CONDITIONS

Version1.0 07012017

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

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

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall be provided to the client upon request.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and sub-consultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and sub-consultants to all those named shall not exceed \$ 10,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due within 30 days of submittal.

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the agreement. Services will not begin until COMPANY receives a signed agreement. The effective date of the agreement shall be the last date entered below.

Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.


HR GREEN, INC.  
323 Alana Drive  
New Lenox, IL 60451  
815-462-9324

Village of Orland Park, IL

Accepted by:



Approved by:



Printed/

Typed Name:



Printed/

Typed Name:

Akram Chaudhry, PE

Title:



Title:

Vice President

Date:



Date:

04/02/2019

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**VILLAGE OF ORLAND PARK**  
**94<sup>TH</sup> AVE. RESURFACING**  
**PHASE I ENGINEERING SERVICES**

**Project Understanding**

The Village Orland Park (VILLAGE) proposes to improve 94<sup>th</sup> Avenue from 159<sup>th</sup> St. to 151<sup>st</sup>. St. The proposed improvements are anticipated to consist of HMA pavement millings, patching and resurfacing as well as ADA improvements as necessary. The project limits are as follows:

1. 94<sup>th</sup> Avenue - from 159<sup>th</sup> St. to 151<sup>st</sup> St. (5,200 Linear Ft. +/- or 0.98 miles)

This project will include new ADA ramps to be installed at multiple locations throughout the project limits.

The following is a general scope of work per section of roadway.

- 94<sup>th</sup> Avenue  
Improvements to 94<sup>th</sup> Ave. will consist of resurfacing and restriping the pavement and upgrading an anticipated 42 ramps to ADA compliance.
  
- ADA  
New sidewalk ramps and adjacent sidewalk will be constructed to meet ADA compliance at the locations throughout the project limits. ADA Ramp detailed drawings will be required as part of Phase I Preliminary Engineering.

**Scope of Work**

**Project Report (Phase I)**

HR Green, Inc. (COMPANY) will prepare a Phase I Study and Design Report for the proposed improvements of the resurfacing of 94<sup>th</sup> Ave. The Phase I Study and Report will be prepared to Federal Standards. It has been assumed that this project will be processed as a Categorical Exclusion Group I (BLR 22111).

**A. Early Coordination**

1. Coordinate and schedule a kick-off meeting with Village, and IDOT Local Roads.
2. Submit an Environmental Survey Request per IDOT's latest requirements (Project limits and geometry must be shown on an aerial).

**B. Data Collection and Review**

1. Prepare aerial mosaics of the project limits to be used for exhibits and presentations. The latest County/Village aerials will be utilized. No new aerials will be flown for this project.
2. Request existing roadway and utility plans from the Village (where available).

**C. Survey Services**

1. Topographic Survey - This task includes topographic survey of sidewalk ramp locations at multiple intersections along both 94<sup>th</sup> Ave. in Orland Park. Based on preliminary investigation of project

limits we anticipate 42 ramps along 94<sup>th</sup> Ave. will require detailing within this Phase I for ADA compliance upgrades. Survey extents shall generally extend 25 feet beyond end of radius returns at each intersection corner. Pavement elevations within the roadway will not be surveyed. Survey will include visible surface features and structures within the survey extents. Survey of underground utilities is not included. No right of way/boundary survey will be conducted.

2. Horizontal and Vertical Control - Horizontal coordinates will be based on Illinois State Plane Coordinates 1983 Datum (1997 Adjustment) and vertical elevations will be established from NGS control monuments. Four (4) benchmarks will be located on the site and referenced on the survey.
3. Right of Way Survey – CLIENT will provide the existing right of way evidence for the project corridor. COMPANY will include the existing right of way on the base map.
4. Topographic Survey Drawing - Final drafting product to be created using MicroStation V8i showing existing features and 1' contours.

#### D. Preliminary Design Studies

1. Prepare the plan and profile sheets for 94<sup>th</sup> Ave. (1" = 50' base maps).
2. Prepare ADA compliant sidewalk and crosswalk details for each intersection where ADA Ramp compliance is required. Based on preliminary investigation of project limits we anticipate 42 ramps along 94<sup>th</sup> Ave. will require detailing within this Phase I for ADA compliance upgrades.
3. Utilize Traffic data provided to COMPANY for project corridor develop of 2040 traffic volumes per FHWA guidelines. Coordinate with Village and Chicago metropolitan Planning Agency (CMAP) for concurrence to 2040 projections. Traffic Counts are not included herein.
4. Utilizing Highway Capacity Software (HCS) complete intersection capacity analysis (AM & PM) for each signalized intersection within the project limits. We anticipate 4 total intersections.

#### E. Environmental Studies

1. Prepare and submit a Preliminary Site Assessment (PESA) as an Environmental Survey Request (ESR) to IDOT. This submittal will be for cultural and hazardous waste screening.
2. A photo log of structures along the project corridor that appear to be greater than fifty (50) years old will be completed. The photos will be submitted to IDOT for their in-house cultural review.
3. Air Quality - It has been assumed that since no additional lanes will be proposed, IDOT will not require analysis.
4. Noise - It has been assumed that since there are no new roadway alignments that a Noise analysis will not be required.
5. Natural Resources - No tree survey will be performed.
6. Special Waste – Initial screening for special waste will be completed in order to obtain design approval from IDOT. Actual testing will be performed as part of Phase II engineering after the Phase I - Preliminary Engineering is complete and project limits established. It is anticipated that the project can be risk managed and in-district sign-off will be obtained.

#### F. Project Development Report

1. Prepare draft Project Development Report (BLR 22111) and report exhibits.
2. Preliminary Opinions of Probable Costs will be developed.
3. Provide IDOT two (2) draft reports for review and comment.
4. Address IDOT's preliminary report and prepare final Project Development Report.
5. Provide three (3) final Project Development Reports.

#### G. Meetings

1. This project will require the following meetings during Phase I:

- a. Phase I Kick-off with Village and IDOT at IDOT (1 meeting)
- b. Pre-final review Meeting with Village
- c. Pre-final Meeting with IDOT
- d. COMPANY has included time to provide presentations to Village Board, Public Works Committee, or other meetings. A total of two meetings at 2 hours each are included herein.
- e. Meeting Specifications:
  - COMPANY will have two (2) representatives at all meetings;
  - A maximum of four (4) hours per meeting have been allotted, including travel time; and,
  - Meeting minutes, if required, will be provided.