

Contract #373

Clerk's Contract and Agreement Cover Page

Year: 2007

Legistar File ID#: 2007-0504

Multi Year: ☐

Amount \$67,385.00

Contract Type:

Professional Services

Contractor's Name:

Smith Engineering Consultants

Contractor's AKA:

Execution Date:

8/21/2007

Termination Date:

Renewal Date:

Department:

Public Works

Originating Person:

Pete Casey

Contract Description: 94th Ave and Wheeler Traffic Signal
Engineering and contract services



Monday, September 17, 2007

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

September 17, 2007

Mr. Scott Creech
Smith Engineering Consultants
323 Alana Drive
New Lenox, Illinois 60451



VILLAGE HALL

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

RE: NOTICE TO PROCEED
Intersection of 94th Avenue and Wheeler Drive Traffic Signal

Dear Mr. Creech:

This notification is to inform you that on August 20, 2007 the Village of Orland Park Board of Trustees approved the revised agreement dated June 15, 2007 for the Intersection of 94th Avenue and Wheeler Drive Traffic Signal, in an amount not to exceed Sixty-Seven Thousand Three Hundred Eight-Five and No/100 (\$67,385.00) Dollars.

Please contact Pete Casey at 708-403-6357 to arrange the commencement of the work.

The Village has processed Purchase Order #044832 for this contract/service and faxed this 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.

I am enclosing one (1) original executed contract signed August 21, 2007. I have kept one original executed contract for my records. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Pete Casey



Smith Engineering Consultants

Civil/Structural Engineers and Surveyors

PROPOSAL/AGREEMENT

for

ENGINEERING AND PREPARATION OF CONTRACT PLANS AND SPECIFICATIONS

Mr. Peter J. Casey
Director of Public Works
Village of Orland Park
15655 Ravinia Avenue
Orland Park, Illinois 60462
Phone: (708) 403-6350
Fax: (708) 403-8798

**Traffic Signal Installation & Interconnect:
Intersection of 94th Avenue and Wheeler Drive
Traffic Signal Interconnect of 151st Street and 94th Avenue
with Regent Drive, 88th Avenue, and Orland Brook Drive
Village of Orland Park, Illinois**

SEC Job No. ORLD-060697-4/6/9

September 15, 2006
Revised: June 15, 2007

Illinois ■ Texas

A division of SEC Group, Inc.

323 Alana Drive, New Lenox, IL 60451 t. 815.462.9324 f. 815.462.9328 www.secgroupinc.com



Project Understanding

The general project understanding of this Proposal/Agreement is to design and prepare plans, specifications, and bid documents for the installation of traffic signals to the existing intersection at 94th Avenue and Wheeler Drive. Existing traffic volumes for the project intersection will be utilized for the capacity analysis and signal timing. The existing intersection consists of one through lane and one auxiliary left turn lane in each direction on Wheeler Drive and two through lanes and one auxiliary left turn lane in each direction on 94th Avenue. No roadway geometric improvements are anticipated to be required for this intersection.

Included in this Proposal is a Traffic Signal Interconnect Plan for existing traffic signals along 151st Street. The signals to be interconnected are located at the following intersections: 151st Street and 94th Avenue, 151st Street and Regent Drive, 151st Street and 88th Avenue, and 151st Street and Orland Brook Drive. The approximate total length of this interconnect system is 4,900 feet.

The general scope of work is to design and prepare Construction Documents for the installation of permanent traffic signals for the intersection of 94th Avenue and Wheeler Drive. Also included in this Proposal/Agreement is the design and preparation of Traffic Signal Interconnect Plans for interconnection between the proposed traffic signal and Sunrise Lane, 156th Street and 151st Street signalized intersections. The approximate total length of interconnect system as previously described is 4,400 feet.

SEC will coordinate with existing utilities within the project limits as necessary to ensure a successful project. Also as part of this scope of services, SEC will prepare and submit appropriate permit applications/notification to IEPA, IDNR, USACOE, and IHPA for the project limits.

SEC has included in this Proposal/Agreement direct costs for four (4) soil borings and subsequent geotechnical report to be utilized for the foundation design for the traffic signal poles.

A preliminary set of traffic signal and interconnect plans depicting the proposed improvements will be prepared for the Village of Orland Park's (Client) review and approval. Upon Client approval, a pre-final set of plans will be completed and submitted to the Client for review and comment. It is anticipated that one additional sets of plans will be required to be submitted before the final set of construction plans, specifications, and bid documents can be prepared for submittal to the Village for approval and bidding period. *Also, as included in this Proposal/Agreement is engineering services during the Bidding Period which includes a Pre-bid meeting, advertisement, contractor plan holder list documentation, printing costs for ten (10) plan sets and bid award recommendation to the Village.*



Scope of Work

1) Field Survey

Project Area: Intersection of 94th Avenue and Wheeler Drive, also including the westerly side of 94th Avenue from 151st Street to Sunrise Lane; and the south side of 151st Street from 94th Avenue to Orlan Brook Drive, in the Village of Orland Park, Cook County, Illinois.

- a. Research – Obtain necessary information to complete project regarding rights-of-way and local benchmarks. Research regarding existing dedicated right-of-way to be performed at the Cook County Recorder's office.
- b. Topographic Survey – SEC shall complete a topographic survey of approximately 4,400 feet of westerly right-of-way of 94th Avenue from 151st Street to Sunrise Lane, and approximately 4,900 feet of southerly right-of-way of 151st Street from 94th Avenue to Orlan Brook Drive. The topographic survey will include the parkway area, the westerly back of curb of 94th Avenue to the westerly right-of-way of 94th Avenue, and approximately ten (10) entrances to 94th Avenue, as well as the southerly back of curb of 151st Street to the southerly right-of-way and approximately six (6) entrances and four (4) cross streets to 151st Street. The survey will include visible improvements currently within the topographic survey area. The improvements include, but are not limited to, paving, curb, sidewalk, and existing visible utilities. Trees in excess of 6 inch in diameter will also be measured and located. Contours will be shown at 1 foot intervals. Elevations will be referenced to NGS Control Stations, NAVD 88.
- c. Roadway Intersection Topographic Survey – SEC shall complete a topographic survey of the intersection of 94th Avenue and Wheeler Drive lying within the existing rights-of-way. Approximately 500 feet of each roadway will be surveyed, 250 feet each direction of the centerline-centerline intersection. The survey will include visible improvements currently within the topographic survey area. The improvements include, but are not limited to, paving, curb, sidewalk, and existing visible utilities. Trees in excess of 6 inch in diameter will also be measured and located.
- d. Right of Way Survey – SEC shall locate existing Westerly Right-of-Way of 94th Avenue from 151st Street to Sunrise Lane and the Right-of-Way of Wheeler Drive at 94th Avenue. SEC shall locate existing southerly Right-of-Way of 151st Street from 94th Avenue to Orlan Brook Drive. SEC shall calculate the existing Right of Way based on found monumentation and existing right of way documents. A Plat of Highways is not included in this contract.



- e. Topographic Survey Drawing – The final drawing will depict existing visible improvements as well as locations of said dedicated right-of-way within the project limits. The drawing will be completed in AutoCAD release 2004 or Microstation V8 with data processed in GeoPak. A Topographic Survey Plat is not included in this contract.

2.) Traffic Analysis

- a. General - The general scope of services of this contract item is to prepare a traffic analysis for the following intersections. It is understood that concurrence is required from the Village of Orland Park is required the final operational design.
 - i. 151st Street/94th Ave. (Signalized)
 - ii. 151th Street/Regent Drive (Signalized)
 - iii. 151st Street/88th Avenue. (Signalized)
 - iv. 151st Street/Orlan Brook Drive (Signalized)
- b. Specific -
 - i. Existing Traffic Counts
 - 1. Manual Traffic 12 Hour Counts (Saturdays and Weekdays) will be required determining the existing traffic for the following intersections (*Note that traffic counts are provided by a sub-consultant retained by SEC*).
 - a. 151st Street/94th Ave.
 - b. 151st Street/Regent Drive
 - c. 151st Street/88th Avenue
 - d. 151st Street/Orlan Brook Drive
 - ii. Signal Timing Analysis
 - 1. Utilizing Syncho 6 software, SEC will prepare a traffic simulation model for the purposes of setting proposed timing and demonstrating the benefits of the proposed traffic signal interconnection of 151st Street and 94th Avenue with Regent Drive, 88th Avenue, and Orlan Brook Drive.

3) Preliminary Plans

A preliminary set of Traffic Signal and Interconnect Plans will be prepared for Client review and approval. A list of design criteria and concerns/constraints regarding design will be generated for discussion with the Village. Upon approval of the preliminary plan set and the design criteria as well as resolution of outstanding design concerns/constraints is obtained, SEC will proceed to the prefinal plan preparation stage. It is anticipated that two (2) sets of preliminary plans will be required.

4) Pre-final Plans and Specifications

A pre-final plan set will be completed utilizing the preliminary plan set comments as well as Village design standards as applicable and appropriate. A typical set of Traffic Signal and Interconnect Construction Documents will consist of the following:



- Cover sheet;
- General Notes and Special Provisions;
- Traffic Signal Installation Plan and Layout;
- Cable Plan and Schedule of Quantities;
- Traffic Signal Interconnect Plan;
- Traffic Signal Interconnect Schematic;
- District 1 Signal Details (as applicable);
- Mast Arm Street Name Sign Detail sheet; and
- Erosion control plans/seeding specifications.

Upon completion of the engineering plans, the documents will be submitted to the following agencies for review, comment, and approval:

- Village of Orland Park: two (2) full-size sets, two (2) quarter-size sets and two (2) copies of proposal booklets.
- Utility Companies: five (5) full-size sets (It is understood that SEC will review utility permits to ensure that conflicts are resolved.)

5) *Final Plans and Specifications (revised per comments from Client review)*

The plans will be revised per the comments from Client and will be further developed to include additional plan sheets, specifications, and bidding documents. The information received from utility companies will be included in the plans. It is assumed that utility atlases will be provided by each utility company and locations of utilities will be transferred to the plan set. Conflicts will be highlighted. Upon completion, the documents resubmitted to Client will include: three (3) full-size, five (5) sets of quarter size plans and five (5) sets of proposal booklets for bidding purposes.

An opinion of probable construction cost will be completed and submitted to the Client.

6) *Bidding/Construction Phase Services* - SEC will provide the following Bidding and Part-time Bidding/Construction Observation Services:

- a. *SEC will provide the following services for bidding and letting of project:*
 - *Advertise project for bids*
 - *Attend Pre-bid meeting*
 - *Document Contractor plan holder list information*
 - *Provide Plan Set for Contractor Bidding purposes- ten (10) sets assumed*
 - *Review bids and provide award recommendation to Village.*
- b. SEC will review and comment to Contractor's submittals and shop drawings pertaining to the scope of services included within this Proposal/Agreement.
- b. SEC will review and respond to Request for Information (RFI's) for the proposed construction work pertaining to the scope of services included within this Proposal/Agreement.
- c. SEC will review Change Order requests from the Contractor(s) for the proposed



construction work pertaining to the scope of services included within this Proposal/Agreement.

- d. SEC will attend one (1) Pre-Construction Meeting.
- e. SEC will provide Part-time Construction Observation for this construction work pertaining to the scope of services included within this Proposal/Agreement. For this Lump Sum Proposal/Agreement we have included 20 working days at 4 hours per day.

7) *Meetings/Administration/Coordination*

The following meetings are included in this contract:

- a. One meeting with Client to discuss Preliminary Plan submittal.
- b. One meeting with the Client after pre-final plan completion.
- c. One meeting with the Client prior to final plan submittal.
- d. Attending pre-construction meeting.

Administration/Coordination involves the internal administration and the overall coordination and quality control to complete the project successfully.

8) *Exclusions*

The following items are not included in the scope of this contract:

- a. Floodplain and/or wetland analysis;
- b. Intersection widening and/or channelization;
- c. Engineering project development reports; and
- d. Temporary traffic signal plans

9) *Responsibilities of the Client*

The scope of services is based on the understanding that the Client will provide the following:

- a. A contact individual who is familiar with the project and will work with SEC as needed during this project;
- b. Review and approval of preliminary, pre-final, and final construction document submittals;
- c. Existing Traffic Signal equipment and timing for design of interconnect system.



Fee Summary

Based upon our understanding of the project as detailed in this Contract, the following is a summary of fee associated with the project. This Contract will be completed as a Lump Sum Contract for professional engineering and surveying services. The individual fees are estimates, while the total is the overall Lump Sum Contract Fee. Meetings and reimbursables are included in the lump sum price per the scope indicated herein.

LUMP SUM:

ITEM	LABOR COST	SUB CONSULTING/ DIRECT COSTS
Surveying (-4)		
<i>Topo Survey – Intersection (Wheeler)</i>	\$ 5,210.00	
<i>Topo Survey – Interconnect (94th Ave)</i>	\$ 1,750.00	
<i>Topo Survey – Interconnect (151st Ave Intersection and from 94th -Orlan Hills)</i>	\$ 8,885.00	
Engineering (-9)		
<i>Traffic Signal Plans/Specifications (94th Ave.)</i>	\$ 13,050.00	\$ 620.00
<i>Interconnect Plans/Specifications (94th Avenue)</i>	\$ 3,570.00	\$ 620.00
<i>Interconnect Plans/Specifications (151st St.)*</i>	\$ 10,360.00	
<i>12 Hour Traffic Count (Along 151st)</i>		\$ 9,000.00
<i>Geotechnical Engineering (Wheeler Dr)</i>		\$ 2,500.00
Bidding/Construction Phase Services (-6)		
	\$ 11,490.00	\$ 330.00
Sub Total:	\$ 54,315.00	\$ 13,070.00
	TOTAL:	\$ 67,385.00

* Includes Synchro-Analysis to set signal timing for interconnect.



ADDITIONAL CONTRACT UNDERSTANDING

Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

Outside Consultants

SMITH ENGINEERING CONSULTANTS (SEC) is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to SEC for use in preparation of plans.

SEC is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

Design Without Construction Review

It is agreed that the professional services of SEC do not extend to or include the review or site observation of the contractor's work or performance. It is further agreed that the CLIENT will defend, indemnify and hold harmless SEC from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. SEC agrees to be responsible for its employees negligent acts, errors or omissions.

Construction Observation

SEC shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained SEC to make detailed inspections or to provide exhaustive or continuous project review and observation services. SEC does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request such services be provided by SEC as Additional Services in accordance with the terms of the Agreement.

Attorneys' Fees

In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against SEC unless the CLIENT has first provided SEC with a written certification executed by an independent design professional currently practicing in the same discipline as SEC and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to SEC not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

Standard of Care

Services provided by SEC 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 under similar circumstances.

Job Site Safety

Neither the professional activities of SEC, nor the presence of SEC'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. SEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. 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, SEC and SEC'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.

Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by SEC under this project are intended for use



on this project only. Any reuse, without specific written verification or adoption by SEC, shall be at the CLIENT's sole risk, and CLIENT shall indemnify and hold harmless SEC from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by SEC as instruments of service shall remain the property of SEC. SEC shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

Drywells, Underdrains and Other Infiltration Devices

Services provided by SEC under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason SEC does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

1. Failure to obtain the required release rate;
2. Variability of the soils encountered during construction from those encountered in soil borings; (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability.)
3. Failure of the device due to siltation, poor construction or changes in the water table;
4. Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
5. Reconstruction of failed or inadequate devices;
6. Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
7. Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required SEC will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through SEC nor are their fees included as part of this AGREEMENT. SEC will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. SEC may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. SEC may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will SEC accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction. Any construction inspection services provided by SEC shall not include inspection of these devices.

Failure to Abide by Design Documents or to Obtain Guidance

The CLIENT agrees that it would be unfair to hold SEC liable for problems that might occur should SEC'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow SEC'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing SEC'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against SEC, and agrees to defend, indemnify and hold SEC harmless from any claim for injury or losses that results from failure to follow SEC'S plans, specifications or design intent, or for failure to obtain and/or follow SEC'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing SEC'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate SEC for any time spent and expenses incurred by SEC'S prevailing fee schedule and expense reimbursement policy.



Opinion of Probable Construction Cost

SEC shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by SEC. SEC is not a construction cost estimator or construction contractor, nor should SEC'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. SEC'S opinion will be based solely upon his or her own experience with construction. This requires SEC to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which SEC has no control. Given the assumptions which must be made, SEC cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against SEC relative to the accuracy of SEC'S opinion of probable construction cost.

Design Information in Electronic Form

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, SEC reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. The CLIENT shall retain copies of the work performed by SEC in CADD form only for information and use by the CLIENT for the specific purpose for which SEC was engaged. Said materials shall not be used by the CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by SEC without SEC'S express written permission.

Any use or reuse of original or altered CADD design materials by the CLIENT, agents of the CLIENT, or other parties without the review and written approval of SEC shall be at the sole risk of the CLIENT. Furthermore, the CLIENT agrees to defend, indemnify, and hold SEC harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that SEC shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time SEC shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, SEC shall submit a final set of sealed drawings, and any additional services to be performed by SEC relative to the submitted electronic materials shall be subject to separate AGREEMENT.

Dispute Resolution

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 Consultant and CLIENT agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. If the dispute cannot be settled amicably, it shall then be settled by arbitration in the State of Illinois in accordance with the American Arbitration Associates. The Award of the arbitrator shall be conclusive and binding upon the parties.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SEC and its subconsultants 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 SEC and its subconsultants to all those named shall not exceed SEC'S total fee for services rendered on this project, whichever is greater. 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.

Hazardous Materials

It is acknowledged by both parties that SEC'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event SEC or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of SEC'S services, SEC may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

Payment

1. All work will be invoiced on a monthly basis. All invoices shall be paid within 30 days of the invoice date. All outstanding invoices greater than 30 days shall have 1.5% interest compounded monthly added to the invoice. Additionally, all outstanding invoices must be paid in full before Final Plats of Subdivision will be submitted for recording or record drawings are submitted to municipalities for final approval.

Should the CLIENT fail to pay for professional services hereunder, as billed within 30 days of such billing, SEC shall be



excused from rendering any further services under this project. No work shall be signed or sealed until payment in full is received.

2. Any contracts less than \$1,000.00, payment will be due upon submittal of the completed work to the CLIENT.
3. This AGREEMENT shall not be enforceable by either party until each has in its possession a copy of this AGREEMENT signed by the other.

Inclement Weather

In the event of a substantial weather system affecting the completion of the said project, SEC retains the right to renegotiate additional fees to cover time needed to complete the said project. Substantial weather conditions include but not limited to extensive rain, high winds, snow greater than two (2) inches and ice.

Time Limit

This AGREEMENT must be executed within thirty (30) days of the composition date to be accepted under the terms set forth herein. This contract shall expire one year from date of execution.

Work cannot begin until we have your signed AGREEMENT. If this AGREEMENT merits your approval and acceptance, please sign both copies, retain one copy for your files and return one to our office.




We sincerely appreciate this opportunity to offer our services. If this AGREEMENT merits your approval and acceptance, please sign both copies, retain one (1) copy for your files and return one (1) to our office.

This AGREEMENT is approved and accepted by the Client and Consultant upon both parties signing and dating the AGREEMENT. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

SMITH ENGINEERING CONSULTANTS



T. Scott Creech, P.E.
Director of Operation – New Lenox

TSC/vp

CLIENT:

Accepted by: Ellen J. Baer

Printed/Typed Name: ELEN J. BAER

Title: ASSISTANT VILLAGE MGR. Date: 8/21/07

Client: VILLAGE OF ORLAND PARK