

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0251

Innoprise Contract #: C16-0061

Year: 2016

Amount: \$38,500.00

Department: PW - Rich Rittenbacher

Contract Type: Professional Engineering Services

Contractors Name: HR Green

Contract Description: Wheeler Drive Bridge over Tinley Creek - Design Eng Services
C17-0048 (2017-0143) Addendum A - Phase III Construction Observation
Services \$27,585

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

May 23, 2017

Mr. T. Scott Creech
HRGreen, Inc.
323 Alana Drive
New Lenox, Illinois 60451

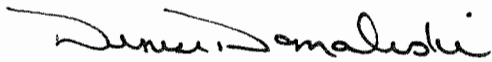
Notice to Proceed: Addendum A dated April 26, 2017 Phase III Construction Observation Services
Wheeler Drive over Tinley Creek Culvert Rehab Project

Dear Mr. Creech:

Enclosed is a copy of Addendum A dated April 26, 2017 for the change to the Scope of Work to include Phase III Construction Observation Services. Please attach this to the original Wheeler Drive Bridge Reconstruction over Tinley Creek contract dated May 10, 2016.

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

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:

cc: Rich Rittenbacher

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

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



TRUSTEES

Kathleen M. Fenton

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April 26, 2017

Mr. T. Scott Creech
HRGreen, Inc.
323 Alana Drive
New Lenox, Illinois 60451

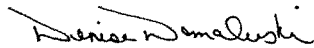
RE: Addendum A dated April 26, 2017 Phase III Construction Observation Services
Wheeler Drive over Tinley Creek Culvert Rehab Project

Dear Mr. Creech:

This notification is to inform you that on March 20, 2017, the Village of Orland Park Board of Trustees approved awarding HRGreen, Inc, Inc. the contract in accordance with the proposal you submitted dated February 7, 2017, for Phase III Construction Observation Services on the above project. Please sign two (2) copies of the attached addendum and return both copies to my attention at Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462. I will return a fully executed addendum for your files.

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

Sincerely,



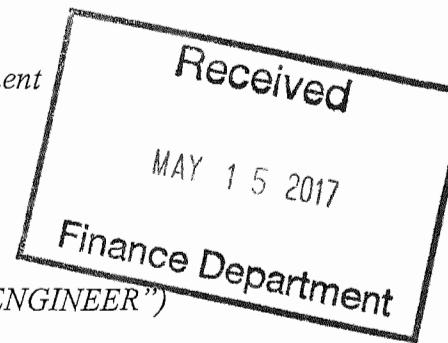
Denise Domalewski
Purchasing & Contract Administrator

cc: Napoleon Haney
Rich Rittenbacher
Matthew Jereb, P.E., HRGreen

ADDENDUM A to
Wheeler Drive Bridge Reconstruction over Tinley Creek Agreement

Dated
May 10, 2016

Between
The Village of Orland Park, Illinois ("VILLAGE") and HRGreen, Inc. ("ENGINEER")



WHEREAS, on May 10, 2016, a certain Agreement regarding Wheeler Drive Bridge Reconstruction Over Tinley Creek between the Village and the Engineer was executed (hereinafter referred to as the "Agreement"); and

WHEREAS, the Village wishes to modify the SCOPE OF WORK.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. **SECTION 1: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include "Addendum A dated April 26, 2017" and "Proposal dated February 7, 2017."

3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended to include the following:

Provide Phase III Construction Observation Services per the proposal dated February 7, 2017 for an amount not to exceed Twenty Seven Thousand Five Hundred Eighty-Five and No/100 (\$27,585.00) Dollars.

4. **SECTION 7: NOTICE: To the ENGINEER** of said Agreement shall be amended for Phase III Construction Observation Services to read:

T. Scott Creech, P.E.
Matthew J. Jereb, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
Telephone: 815-462-9324
Facsimile: 815-462-9328
e-mail: screech@hrgreen.com
mjereb@hrgreen.com

5. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

ADDENDUM A to
Wheeler Drive Bridge Reconstruction over Tinley Creek Agreement

Dated
May 10, 2016

Between
The Village of Orland Park, Illinois ("VILLAGE") and HRGreen, Inc. ("ENGINEER")

This Addendum, made and entered into effective the **26 day of April, 2017**, shall be attached to and form a part of the Agreement dated the 10th day of May, 2016 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE OF ORLAND PARK

By: 

Print Name: Joseph S. LaMargo

Its: Interim Village Manager

Date: 5-19-17

FOR: HRGreen, Inc.

By: 

Print Name: ANDREW MROWICKI

Its: VICE PRESIDENT

Date: 5-10-17



PROFESSIONAL SERVICES AGREEMENT

For

WHEELER DRIVE OVER TINLEY CREEK CULVERT REHABILITATION PROJECT

Construction Observation Services

Mr. John Ingram
Director of Public Works
Village of Orland Park
15655 S. Ravinia Avenue
Orland Park, Illinois 60655
708.403.6350

Matthew J. Jereb, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
HRG Project No. 160196

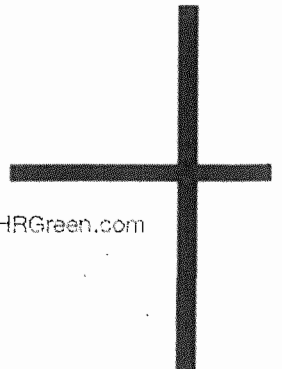
February 7, 2017

HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805
323 Alana Drive, New Lenox, Illinois 60451

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THIS **AGREEMENT** is between Village of Orland Park (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The project consists of improvements to the existing double barrel cast in place concrete box culvert (15' wide by 5'-5" high double barrel). Improvements consist of removal and replacement of concrete superstructure with steel reinforcement, remove and replace PCC sidewalk within the culvert limits, and adding ornamental railing. Wheeler drive will be allowed to be closed for a specified period of time to allow required superstructure activities.

1.2 Assumptions

The construction observation phase assumes **part-time** observation by one (1) Construction Engineer throughout the duration of the project while the contractor is performing work on-site. The duration is estimated to be forty (40) working days (8 weeks) or from earliest start of June 1, 2017 to August 1, 2017 for substantial completion and August 15, 2017 for final completion. Additional time is included to get familiar with the plans and contract documents, set-up filing system, mark and measure removal items, attend preconstruction meeting, develop a punchlist, coordinate final acceptance with the CLIENT, project close-out, general administrative tasks, and managerial supervision.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

The COMPANY will be on-site part-time while the contractor is performing work, to ascertain that the contractor's work is being performed in accordance with plans, special provisions, and standard specifications in accordance with all contract requirements. The COMPANY will observe and document the work performed and quantify pay items constructed in place. Pay Estimates will be generated for the CLIENT's approval and any proposed changes to the work will be presented to the CLIENT for consideration and approval. The COMPANY will track the contractor's progress and daily activities via daily and weekly reports. The COMPANY will assure proper evidence of material inspection in accordance with IDOT's Project Procedures Guide, as well as coordinate with the Village's material testing firm to provide and maintain adequate materials testing reports for material acceptance by the CLIENT and IDOT. Each of these tasks will be part of the Construction Engineer's daily duties.

Following is a description of the various tasks associated with the construction observation services to be supplied by the Company.

A. Construction Start-Up and Review

This work includes the need for the Construction Engineer to review the approved plans and specifications to become generally familiar with the project, reviewing

contractor submittals and proposed construction schedule, and set-up the Construction Engineer's file system and documentation.

B. Construction Layout Verification

This work consists of marking limits of removals for concrete superstructure removal, p.c.c. sidewalk removal, and verifying other elements of the contractor's work to ensure constructability of the plans. (Construction Staking is to be completed by the Contractor)

C. Preconstruction Meeting

This work consists of preparing documents and chairing the Preconstruction Meeting prior to the start of construction.

D. Construction Observation – On-site Improvements

This work consists of part-time observation of contractor work activities, field measurements, documentation via Inspectors Daily Reports, generation of contractor pay estimates and potential change orders, any other overall project management requirements to ensure general conformance with the approved Engineering Plans and Specifications. The construction engineer will be onsite part-time during key construction activities such as concrete form and rebar placement prior to concrete pours, concrete pours, finishing, and other construction activities as determined, as necessary, to observe construction activity for conformance with plans and specifications.

E. Project Close-out and Punch List

This work will consist of agreeing to all pay item quantities with the contractor, obtaining all material certification, development of "as-built" record drawings, developing and coordinating the completion of any punchlist, and development of final change orders and pay estimate.

F. RE Administration

The work will consist of Construction Management personnel providing guidance and consultation to the field staff as needed. It is anticipated that one (1) site visit per week will be made by the Sr. Project Manager to ensure the project is being administered properly and staff is equipped appropriately to ensure that observation and documentation is being performed in compliance with IDOT standard procedures. Time is also included for invoicing and managing project budget.

3.0 Deliverables and Schedules Included in this Agreement

The schedule for construction observation will be in accordance with the contractor's work schedule. Final Project records will be organized, boxed, and indexed for submission to the CLIENT.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- A. Off-site Material Inspection
- B. Construction Layout of Contractor Work

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Rubino Engineering, Inc. – Material Testing for concrete.

6.0 Client Responsibilities

The CLIENT will provide final approval of Pay Estimates and Change Orders.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 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.

7.4 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.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:
 Time and material basis with a Not to Exceed fee of **\$22,585.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
Start-up and Review	8	\$ 880.00		
Construction Layout Verification	4	\$ 440.00		
Preconstruction Meeting	2	\$ 220.00		
Construction Observation (2, 3)	160	\$ 17,600.00	\$ 565.00	\$ 1,000.00
Project Close-out and Punchlist	12	\$ 1,320.00		
RE Administration	4	\$ 560.00		
Subtotals:	190	\$ 21,020.00	\$ 565.00	\$ 1,000.00
	Contract Total:		\$ 22,585.00	

- (1) Direct Costs (Mileage) = 44 Round Trips x 24.0 Miles/RT x \$0.535/Mile = \$564.96 ≈ \$565.00
- (2) Construction Observation Services are based on Estimated 40 Working Field Days
- (3) Part-Time Observation Services – Average of 20 hours per week for 8 weeks.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

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.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In

addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

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. The 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

the 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, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. 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.

8.14 Attorney's Fees

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.

8.15 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 COMPANY as instruments of service shall remain the property of COMPANY. COMPANY 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.

8.16 Reuse of Documents

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.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'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 COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to

obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'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. This requires COMPANY 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 COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

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 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 recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY 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 COMPANY 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, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

COMPANY 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 COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs,

arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY 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 Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'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. COMPANY 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, 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.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY 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 COMPANY'S services, COMPANY 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 warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

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. 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 COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants 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 the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the COMPANY'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.

8.26 Construction Observation

COMPANY 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 COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY 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 in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.


8.27 Municipal Advisor

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. Work cannot 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.

Approved by:
Printed/Typed
Name:



Matthew Jereb, P.E.

Construction Senior

Title: Project Manager

Date: 02/07/17

VILLAGE OF ORLAND PARK

Accepted by:
Printed/Typed
Name:



Joseph S. LaMergo

Title:

Interim Village Mgr.

Date:

5/19/17

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