

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0686

Innoprise Contract #: C14-0019

Year: 2014

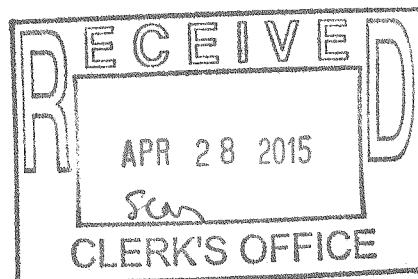
Amount: \$10,000.00

Department: Dev Services - Kurt Corrigan

Contract Type: Professional Engineering Services

Contractors Name: Gewalt Hamilton Associates, Inc

Contract Description: Traffic Data Collection (\$9300 + \$700 contingency)
C15-0039 2015-0131 Addendum A - 2015 Services \$9800



MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

March 25, 2014

Mr. Daniel Brinkman, P.E.
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, Illinois 60061

RE: NOTICE TO PROCEED - Addendum A dated April 22, 2015 to Traffic Data Collection Services 2014

Dear Mr. Brinkman:

Enclosed is a copy of Addendum A dated April 22, 2015 for 2015 Traffic Data Collection Update. Please attach this to the original Traffic Data Collection Services 2014 contract dated January 31, 2014.

Please contact Kurt Corrigan at 708-403-6123 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed/mailed 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.

For your records, I have enclosed one (1) original executed addendum dated April 22, 2015 in an amount not to exceed Nine Thousand Eight Hundred and No/100 (\$9,800.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Kurt Corrigan

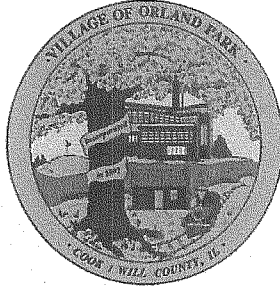
MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

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Carole Griffin Ruzich

Daniel T. Calandriello

April 22, 2015

Mr. Dan Brinkman
Gewalt Hamilton Associates, Inc
The Monadnock Building
53 W. Jackson Blvd., Suite 924
Chicago, Illinois 60604

RE: *Addendum A dated April 22, 2015 – Traffic Data Collection 2015*

Dear Mr. Brinkman:

This notification is to inform you that on March 2, 2015, the Village of Orland Park Board of Trustees approved awarding Gewalt Hamilton Associates, Inc. the contract in accordance with the proposal you submitted dated February 4, 2015, for Traffic Data Collection 2015. 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,

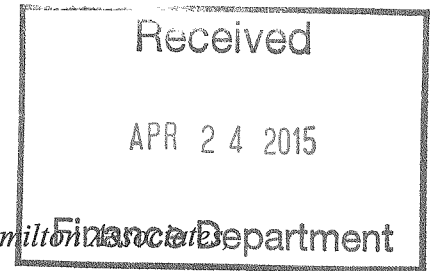
Contract Administrator

cc: Kurt Corrigan
Kelly Conolly, GHA

ADDENDUM A to
Traffic Data Collection Contract

Dated
January 31, 2014

Between
The Village of Orland Park, Illinois ("VILLAGE") and Gewalt Hamilton Associates, Inc. ("CONTRACTOR")



WHEREAS, on January 31, 2014, a certain Agreement regarding Traffic Data Collection between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to extend the scope and term of the agreement.

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 strike in its entirety the words "The Proposal dated September 9, 2013 as it is responsive to the VILLAGE's requirements" and replace with the words "The Proposal(s) for the Project authorized under this Agreement as it is responsive to the VILLAGE's requirements attached as Exhibit A."
3. **SECTION 1: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to add "Any addenda issued under this Agreement" after "Certificates of Insurance".
4. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended to strike in its entirety the sentence "Provide Traffic Data Collection services as described in the proposal dated September 9, 2013" and replace with "Provide Traffic Data Collection services as described in the attached proposal(s)".
5. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended to strike in its entirety the words "TOTAL COST: A lump sum fee of Nine Thousand Three Hundred and No/100 (\$9,300.00) Dollars" and replace with the words "TOTAL FEE and REIMBURSABLE EXPENSES: The ENGINEER's Fee and Reimbursable Expenses shall be a set forth in Exhibit A, the proposal for the project. Any services not identified in Exhibit A shall be considered additional services and shall be compensated as such based upon the agreement of the PARTIES."
6. **SECTION 4: TERM OF THE CONTRACT** of said Agreement shall be stricken in its entirety and replaced with:

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on the date of execution. The SERVICES shall commence upon execution of each proposal and receipt of a

ADDENDUM A to
Traffic Data Collection Contract

Dated
January 31, 2014

Between
*The Village of Orland Park, Illinois ("VILLAGE") and Gewalt Hamilton Associates,
Inc. ("CONTRACTOR")*

Notice to Proceed and continue expeditiously from that date until final completion or by the agreed upon time frame per proposal for each event. This may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Agreement with thirty (30) days prior written notice.

7. **SECTION 7: NOTICE** of said Agreement shall be amended to strike "Kelly Conolly, P.E." and kconolly@gha-engineers.com and replace with "Daniel Brinkman, P.E." and dbrinkman@gha-engineers.com, respectively.
GHA address change from 850 Forest Edge Drive to 625 Forest Edge Drive
8. 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.
9. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **22nd day of April, 2015**, shall be attached to and form a part of the Agreement dated the 31st day of January, 2014 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 4/26/15

FOR: THE CONTRACTOR

By: 

Print Name: Daniel P. Brinkman

Its: Associate / S.P. Engineer

Date: 4.23.15

Agreement for Professional Services
2015 Traffic Data Collection
Orland Park, Illinois
GHA Proposal No. 2015.T017

The Monadnock Building
53 W. Jackson Blvd., Suite 924, Chicago, IL 60604
TEL 312.329.0577 ■ FAX 312.329.1942
www.gha-engineers.com

The Village of Orland Park (*Client*), having an address of 14700 Ravinia Avenue, Orland Park, IL 60462 and Gewalt Hamilton Associates, Inc., (*GHA*), having a headquarters office at 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village of Orland Park (*Client*) is in need of traffic counts at various locations within the Village. The objective is to continue a bi-yearly program that collects and compiles traffic count data within the community in order to identify changes in travel patterns or trends of growth, as well as supplement IDOT data at locations with more detailed information. Counts conducted every other year will allow the Village to establish a database and compare data from year to year. GHA propose ten intersection locations detailed in the following sections. We will collect data using Miovision Video Data Collection Units and provide the Village with electronic files of the data in Adobe PDF and MS Excel format.

II. Traffic Data Collection Services

GHA proposes to provide traffic data collection as shown below. The following ten locations are suggested based on our understanding of the areas in the Village that need to be studied further, as well as the recommendations of the 2040 Transportation Plan.

- 24-hour intersection counts (Tuesday through Thursday) except where noted. Data will include turning movement volumes, classification, and bike and pedestrian data on one-hour intervals at the following locations.
 1. 131st Street & Wolf Road
 2. *The Orland Bikeway @ 82nd Avenue – 12-hour counts*
 3. 153rd Street & Ravinia Avenue
 4. Ravinia Avenue & West Avenue
 5. 163rd Street & 94th Avenue
 6. 167th Street & Will Cook Road
 7. Southwest Highway & Wolf Road
 8. 180th Street & Wolf Road
 9. 179th Street & 104th Avenue
 10. 179th Street & 108th Avenue/Eagle Ridge Drive
 11. 179th Street & Marley Creek Boulevard – *12-hour counts*
 12. 183rd Street & Wolf Road

III. Deliverables

Upon Completion of the data collection, GHA will provide the following deliverables:

1. Electronic raw data files in PDF and MS Excel format for each location as turning movement, pedestrian and bicycle data by hour by class.
2. In 2013, GHA developed a database table in MS Excel format with counts by year, by location, by approach, etc. We will compile and summarize the raw count data in the matrix database for use by the Village.

IV. Project Schedule

GHA is prepared to commence work upon receipt of written authorization from the Client. Data collection will typically commence within 5-7 business days of authorization (weather and holiday schedule permitting). For typical weekday counts, we only collect data Tuesday through Thursday.

Data collection deliverables will be provided within 10 business days after data collection is completed.

V. Key Personnel

Ms. Kelly Conolly, P.E., Transportation Engineer will function as the Project Manager. Ms. Conolly is very familiar with the Village and the Village's 2040 Transportation Plan and has managed numerous similar data collection efforts. She will be assisted as needed by additional professional and technical staff.

VI. Compensation for Services

GHA proposes to complete the above work for a lump sum fee as outlined below:

Service	Cost
24-hour counts @ 10 intersections, 12-hour counts @ 2 intersections	\$ 9,400.00
Compilation & Summary Table Database	\$ 400.00
Estimated Reimbursable	included
Lump Sum Fee	\$ 9,800.00

The proposed fee includes the traffic counts and optional compilation. Reimbursable expenses are included in the Lump Sum fee noted above and include GHA expenses such as photos, postage, messenger services, printing, mileage, etc.

Should the scope of work need to be expanded, additional services requested and authorized by the *Client* will be billed in accordance with the following fee schedule:

GHA 2015 Hourly Billing Rates

Principal Engineer	\$194/hr.	Staff Engineer	\$114/hr.
Senior Engineer	\$164/hr.	Senior Engineering Technician	\$112/hr.
Senior Environmental Consultant	\$164/hr.	Environmental Consultant	\$110/hr.
Professional Engineer	\$136/hr.	Engineering Technician II	\$96/hr.
Registered Land Surveyor	\$118/hr.	Engineering Technician I	\$70/hr.
GIS Professional	\$118/hr.	Clerical	\$58/hr.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made. Please see *Attachment A*, which is attached hereto and is incorporated herein, for the General Provision of this Agreement.

VII. Services Not Included

Should additional services be required beyond those outlined in *Section II: Traffic Data Collection Services* of this Agreement, GHA will request written authorization prior to commencing the work.

VIII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

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 GHA. GHA'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 GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

IX. Authorization

By signing below you indicate your acceptance of this Agreement in its entirety.

Sincerely,
Gewalt Hamilton Associates, Inc.



Kelly Conolly, P.E.
Transportation Engineer

Client



Village of Orland Park

Date: 4/26/15

Encl: Attachment A

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.