

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #:

Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:



ORLAND PARK

Letter of Transmittal

Date: June 14, 2019

To: Dennis Dabros, P.E.
Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, Illinois 60448
P: 815-459-1260
E: ddabros@baxterwoodman.com

From: Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
P: 708-403-6173 | F: 708-403-9212
E: ddomalewski@orlandpark.org

Dennis,

Enclosed is the fully executed copy of the amendment to the 2019 Road Improvement Program Construction Services proposal dated April 8, 2019.

The Purchase Order will be issued soon and emailed to the company when available. This proposal should be attached to the Master Services Agreement dated March 17, 2015 as Exhibit B.

You may contact me at the above number or email.

Regards,

Denise Domalewski

April 26, 2019

Mr. John J. Ingram
Infrastructure Maintenance Director
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

***Subject: Village of Orland Park – 2019 Road Improvement Program
Construction Services***

Dear Mr. Ingram:

Baxter & Woodman is pleased to submit this Amendment to our proposal dated April 8, 2019 to provide additional construction services.

Project Understanding

Baxter & Woodman, Inc. will be responsible for providing Construction Engineering Services for the entire duration of the 2019 Road Improvement Program, which includes work at the following locations: *Arbor Pointe, *Grandview Drive, Brentwood *(North), *Golfview Condos, *Persimmons (3), *Ashford Court, *Seton Place, *Teebrook, *Wheeler Drive, Brentwood (South), Park Hill, Ravinia Avenue, 135th Street, and Orland Park Health and Fitness Center.

**Denotes areas added to the 2019 Road Improvement Program after April 8, 2019.*

Improvements include hot-mix asphalt surface removal; pavement removal and patching; spot curb and gutter removal and replacement, sidewalk removal and replacement; preparation of aggregate base; hot-mix asphalt binder and surface course; adjustment of drainage structures; parkway restoration, and other incidental and miscellaneous items of work on various roadways within the Village. The Project will utilize Village funds.

Project Schedule

The Contract Documents specify an October 15, 2019 Completion Date, however it is anticipated that the additional scope of work will result in construction completion by 12/1/19.

Our scope of services and engineering fees are presented below.

Scope of Services

1. Act as the Village's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.

2. PROJECT INITIATION

- A. Review each Contractors Bid Submittal and provide recommendation to award.
- B. Attend open house for residents, at the request of the Village.
- C. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

3. CONSTRUCTION ADMINISTRATION

- A. Attend periodic construction progress meetings and prepare meeting minutes.
- B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Village agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Village further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- C. Prepare construction contract change orders and work directives when authorized by the Village.
- D. Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- E. Research and prepare written response by Engineer to request for information from the Village and Contractor.
- F. Project manager or other office staff visit site as needed.
- G. Coordinate the services of a materials testing company to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor. Services of a material testing company shall be furnished by the Village as deemed necessary by the Engineer.

4. FIELD OBSERVATION

- A. Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide a Resident Project Representative on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Village to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide daily reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

5. PROJECT CLOSEOUT

- A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

Engineering Fee

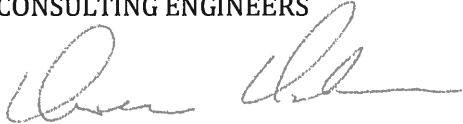
Our engineering fee for the above stated scope of services will be based upon our hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses which is estimated to total an additional **\$167,020** for an amended not to exceed amount of **\$299,470**.

All terms and conditions of the Master Agreement dated March 17, 2015 and amended and approved on January 24, 2018 with the Village of Orland Park shall apply.

If you find this proposal acceptable, **please sign and return one copy for our files**. Upon your written authorization to proceed, we will begin working immediately. Please do not hesitate to contact Matthew Abbeduto at 815-444-3352 or mabbeduto@baxterwoodman.com if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Dennis Dabros, P. E.
Vice President

Attachment

VILLAGE OF ORLAND PARK, IL

AUTHORIZED BY: _____



TITLE: _____

Interim Village Manager

DATE: _____

6-11-19

| Village of Orland Park | | | | | | | |
|--|---------------------------------|--------------------|---------------------------|-------------------------|-----------------------|------------------------|---------------------------|
| Plan Number: 190425.60 | | | | | | | |
| Plan Name: ORLPK 2019 RIP - Construction Services | | | | | | | |
| Level | Emp | Planned Hrs | Planned Labor Bill | Compensation Fee | Consultant Fee | Reimb Allowance | Total Compensation |
| Overall Project Total | | 2,774.00 | 294,970.00 | 294,970.00 | 0.00 | 4,500.00 | 299,470.00 |
| CS100 | Project Initiation | 64.00 | 7,800.00 | 7,800.00 | 0.00 | 0.00 | 7,800.00 |
| | Matthew Abbeduto | 20.00 | 3,100.00 | | | | |
| | Melissa Miller | 40.00 | 4,400.00 | | | | |
| | Beverly Sinnott | 4.00 | 300.00 | | | | |
| CS105 | Construction Administration | 158.00 | 23,370.00 | 23,370.00 | 0.00 | 0.00 | 23,370.00 |
| | Matthew Abbeduto | 144.00 | 22,320.00 | | | | |
| | Beverly Sinnott | 14.00 | 1,050.00 | | | | |
| CS110 | Observe Construction, Full-Time | 2,500.00 | 257,600.00 | 257,600.00 | 0.00 | 4,500.00 | 262,100.00 |
| | Engineer I | 1,160.00 | 110,200.00 | | | | |
| | Melissa Miller | 1,340.00 | 147,400.00 | | | | |
| CS140 | Project Closeout | 36.00 | 4,360.00 | 4,360.00 | 0.00 | 0.00 | 4,360.00 |
| | Matthew Abbeduto | 12.00 | 1,860.00 | | | | |
| | Melissa Miller | 20.00 | 2,200.00 | | | | |
| | Beverly Sinnott | 4.00 | 300.00 | | | | |
| CS150 | Construction Layout | 16.00 | 1,840.00 | 1,840.00 | 0.00 | 0.00 | 1,840.00 |
| | Timothy Bette | 8.00 | 960.00 | | | | |
| | Michael Sweeney | 8.00 | 880.00 | | | | |