

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2015-0170

Innoprise Contract #: C15-0033

Year: 2015-17

Amount:

Department: Public Works

Contract Type: Master Engineering Services Agreement

Contractors Name: Baxter & Woodman, Inc.

Contract Description: Master Services Professional Engineering Agreement - Roadway Maintenance & Pavement Reconstruction 2015-17
Exhibit B for 2017:
C16-0122 Fernway Roadway & Ditch Grading Improvements (2016-0759 \$32,910)
C17-0011 143rd Metra Stairs Addendum #1 (2017-0014 \$23,500)
C17-0051 2017 Road Improvement Construction Services (2017-0237 \$156,200)
C17-0135 Fernway Subdivision Construction Services (2017-0625 \$115,000)

August 1, 2017

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

***Subject: Village of Orland Park – Fernway Subdivision Roadway & Ditch Grading
Improvements 2017
Construction Services***

Dear Mr. Ingram:

Baxter & Woodman, Inc. is pleased to submit this proposal to the Village to provide Construction Services for the subject project. All terms and conditions of the Master Agreement dated March 17, 2015 with the Village of Orland Park shall apply.

PROJECT SUMMARY

Improvements consist of HMA roadway reconstruction, regrading of the existing parkway ditches, portland cement concrete shoulders, driveway apron removal and replacement, culvert removal and replacement, parkway restoration, and other incidental and miscellaneous items of work. The Project will utilize Village funds.

PROJECT SCHEDULE

Our services are anticipated to start September 1, 2017 and record drawings are expected to be completed by December 31, 2017.

The construction work is anticipated to start September 15, 2017 and the final completion date is December 15, 2017.

Our scope of services, tasks and anticipated hours of work, and fee are provided below.

CONSTRUCTION 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, CONSTRUCTION LAYOUT, and 2018 DESIGN SURVEY

- Attend and prepare minutes for the preconstruction conference, creation of project files and construction documents, and review the Contractor's proposed construction schedule, list of subcontractors and material suppliers.
- Provide construction layout for the roadway reconstruction work and ditch grading and culvert replacement work.
- Perform a pre-design field survey for the areas that will be included in the 2018 Fernway Subdivision Roadway & Ditch Grading project.

3. CONSTRUCTION ADMINISTRATION

- Attend bi-weekly construction progress meetings.
- 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.
- Prepare construction contract change orders and work directives when authorized by the Village.
- 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.
- Research and prepare written response by Engineer to request for information from the Village and Contractor.
- Project manager or other office staff visit site as needed.

- 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 and DOCUMENTATION

- Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide (1) Resident Project Representative on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, (for up to 656 hours) 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.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- 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 on the construction progress and working days charged against the Contractor's time for completion.

5. PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.
- Review construction record drawings for completeness prior to submission to CADD for further processing.
- Provide the Village a set of Auto-Cad construction record drawings in a pdf format on a USB Flash drive.

ENGINEERING FEE

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including mileage direct costs which in **total will not exceed \$115,000**. Attached please find our 2017 Rate Sheet.

We appreciate the opportunity to work with the Village of Orland Park on this important project and we are available to begin work immediately upon your notice to proceed. If you find this proposal acceptable, please sign one copy and return for our files.

Please do not hesitate to contact Matthew Abbeduto at 815-444-3352 or via email at mabbeduto@baxterwoodman.com if you have any questions or need additional information.

Sincerely,

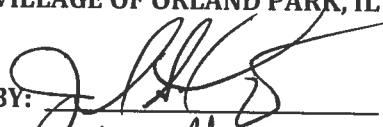
BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Louis D. Haussmann, P. E., PTOE
Executive Vice President/COO

Attachment

VILLAGE OF ORLAND PARK, IL

AUTHORIZED BY: 

TITLE: Village Manager

DATE: 11

I:\Crystal Lake\ORLPK\161112-Fernway Subdivision 2017\Contract\60-Construction\161112.60 Proposal.doc

Village of Orland Park									
Plan Number: 161112.60									
Plan Name: ORLPK - Fernway Subdivision 2017 - CS									
Level	Emp	Overall Project Total	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation	
CS100 Project Initiation			980.00	114,460.00	114,460.00	0.00	540.00	115,000.00	
			24.00	3,180.00	3,180.00	0.00	0.00	3,180.00	
	Matthew Abbeduto		16.00	2,400.00					
	Edwin Mijares		4.00	460.00					
	Barbara Tobin		4.00	320.00					
CS105 Construction Administration			92.00	13,240.00	13,240.00	0.00	60.00	13,300.00	
	Matthew Abbeduto		84.00	12,600.00					
	Barbara Tobin		8.00	640.00					
CS110 Field Observation/Documentation			656.00	75,440.00	75,440.00	0.00	480.00	75,920.00	
	Edwin Mijares		656.00	75,440.00					
CS115 Construction Layout			80.00	8,400.00	8,400.00	0.00	0.00	8,400.00	
	Timothy Bette		40.00	4,600.00					
	Michael Sweeney		40.00	3,800.00					
CS120 2018 Design Survey			40.00	3,800.00	3,800.00	0.00	0.00	3,800.00	
	Michael Sweeney		40.00	3,800.00					
CS140 Project Closeout			88.00	10,400.00	10,400.00	0.00	0.00	10,400.00	
	Matthew Abbeduto		8.00	1,200.00					
	Timothy Bette		40.00	4,600.00					
	Edwin Mijares		40.00	4,600.00					