

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2014-0070

**Innoprise Contract #:** C14-0076

**Year:** 2014

**Amount:** \$23,100.00

**Department:** Public works

**Contract Type:** Addendum

**Contractors Name:** Applied Research Associates, Inc (ARA)

**Contract Description:** Addendum A to Pavement & Asset Management Consulting Contract for additional work  
C15-0035 2015-0147 Addendum B 2015 additional work (\$28,700)  
C16-0070 Addendum C 2016 Pavement Management Update (\$4800)  
C17-0084 Addendum D 2017 Pavement Management Update (\$4900)

**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

July 6, 2017

Ms. Donna Warren  
Contracts  
Applied Research Associates, Inc.  
100 Trade Centre Drive, Suite 200  
Champaign, Illinois 61820

RE: **NOTICE TO PROCEED**  
• *Addendum D Pavement Management Update 2017*

Dear Ms. Warren:

This notification is to inform you that the Village of Orland Park has accepted and approved the proposal for 2017 Pavement Management System Update Services dated June 22, 2017.

Please reference PO #17-001943 on all invoices, correspondence, etc. related to 2017 work. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org). 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 D proposal dated June 22, 2017 in an amount not to exceed Four Thousand Nine Hundred and No/100 (\$4,900.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

Encl:

cc: Napoleon Haney  
Rich Rittenbacher  
Joe Stefanski - ARA



APPLIED RESEARCH ASSOCIATES, INC.

June 22, 2017

Mr. John Ingram  
Infrastructure Maintenance Director  
Village of Orland Park  
Public Works Department  
15655 Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6350

Subject: **Proposal for 2017 Pavement Management System (PMS) Update Services**

Mr. Ingram:

Applied Research Associates (ARA), Inc., appreciates the opportunity to submit this letter proposal to the Village of Orland Park to update the Village's Pavement Management System.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Joseph A. Stefanski, P.E.  
Senior Engineer

William R. Vavrik, Ph.D., P.E.  
Vice President & Principal Engineer

## **PROJECT UNDERSTANDING**

In 2012, ARA was chosen to provide services to implement a pavement and asset management system (PMS) for the Village of Orland Park. Using ARA's digital survey vehicle (DSV), ARA conducted a complete coverage pavement condition survey of all streets within the Village jurisdiction. Using a combination of sensor data, GPS, and high-resolution imagery, ARA was able to gather all of the necessary data to assess the current pavement condition using the Condition Rating System (CRS). The CRS data was combined with historical data about the pavement network to develop a PMS using ARA's own RoadCare system. Pavement deterioration models were developed to project the life of roads in the future.

Recommendations, in the form of a preliminary 5-year project selection, were made to help improve the effectiveness of the Village's pavement management practices. The Village plans to maintain their PMS using the Condition Rating System (CRS) to rate the entirety of pavements in their network every four years.

ARA understands Orland Park would like to update the PMS in years where no condition survey occurs, to project an updated 5-year capital improvement plan. ARA was chosen to provide this service in 2014 and 2015 which resulted in a system update and revised list of recommendations that accounted for recent road work.

As a result of the 2012 implementation and 2014 update projects, and the findings and recommendations that resulted, the Village took steps to enhance its Capital Improvement Program (CIP) starting with an unprecedented commitment of an additional \$5.5M in 2015 for its Roadway Reconstruction Program (on top of the typical annual amount of \$3M). Because of the large increase in the amount of roadwork in 2015, the Village decided to continue to update the PMS system.

PMS updates in 2014 (and prior to that) aggregated the road sections by age for the 5-year CIP analysis. In 2015, as an enhancement to the PMS, road sections were grouped by subdivision, and neighborhood. This information provided the Village of Orland Park with the ability to manage pavement sections in groups rather than individual pavement segments, and prioritize funding more appropriately to typical construction project sizes. In 2016, project tasks included a minimal update of the PMS without an updated condition survey.

Similar to 2016, this proposal allows for a 2017 a minimal update of the PMS without an updated condition survey or simulation update. The following project scope illustrates the tasks and milestones required to update the Orland Park PMS.

## **SCOPE OF SERVICES**

### **PAVEMENT MANAGEMENT SYSTEM UPDATE**

The PMS update will include gathering information on projects performed since the 2016 update and programming this information into the PMS. The Village of Orland Park will provide to ARA all relevant project information for review and inclusion into the PMS. For each project this includes:

- Year work was performed
- Treatment used
- Location of work performed (Route/Segment/From/To)

ARA will review this information to gain an understanding of the work completed since the last condition survey. This information will be entered into the system for the benefit of future pavement management updates.

In addition, as a part of this task, ARA will meet with Orland Park staff to discuss the needs and direction of updating the PMS system.

#### **PROJECT SCHEDULE**

ARA is available to begin work as outlined with receipt of written notice to proceed. We will deliver the final project results at the completion of the project.

#### **PROJECT PRICE**

ARA's firm fixed price proposal to perform this project is **\$4,900**. This price includes our labor, overhead, any equipment charges, travel, and other items. This price does not include any fees or expenses for traffic control, which is understood to be provided by the Village of Orland Park, but is not anticipated for this project.

ARA will invoice monthly on a percent complete basis for payment to be made within 30 days of receipt of invoice (Net 30).

#### **GROUND RULES AND ASSUMPTIONS**

ARA's offering is based on the following ground rules and assumptions. Should any of these be adjusted during negotiations, the proposed offer, including pricing may be subject to change.


1. ARA anticipates a fixed price contract.
2. The assumed period of performance is 06/30/2017 through 12/31/2017.
3. ARA will submit invoices on a monthly basis on a percent complete basis with payment terms of net30.
4. ARA requires the following support for the effective completion of this project:
  - Project Plans
  - 2017 work completed

We appreciate the opportunity to provide you these services and look forward to working with you on this project. If you have any questions or comments, please do not hesitate to contact us.



**ACCEPTANCE OF PROPOSAL**

To accept this proposal as an agreement to provide professional services in accord with the scope, price, schedule, required support, and terms & conditions, please sign this proposal in the space below. This acceptance will act as a notice to proceed.

ACCEPTANCE AND AUTHORIZATION	
Name (print)	Joseph S. LaMargo
Title	Interim Village Manager
Signature:	
Date:	6/28/17

## **TERMS & CONDITIONS**

Applied Research Associates, Inc. (ARA) agrees to perform the specified work with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

### **1. INDEPENDENT CONTRACTOR**

ARA will act as an independent contractor and not as Client's agent for any purpose whatsoever, and will have no authority to make any commitments on behalf of Client or to bind Client in any way whatsoever.

### **2. PROJECT SUPERVISION AND ASSIGNMENT**

ARA shall have wide discretion in the methods used to perform any assigned tasks unless specified otherwise. ARA will cooperate with the Client to the extent possible to arrange for consultations between the Client, ARA personnel, and others engaged in rendering services to the Client related to ARA's performance under this agreement. ARA agrees that no tasks shall be performed or expenses incurred without specific authorization of the Client.

### **3. OWNERSHIP OF DOCUMENTS**

All data, information, software, hardware, and documents produced by ARA under this agreement shall remain the property of ARA and may not be used by the Client for any endeavor outside of the scope of this agreement without the written consent of ARA, unless otherwise noted in this agreement.

### **4. ACCESS TO PROJECT SITE**

If required for the performance of this effort, ARA will be granted timely access to the project site as needed. If traffic control or protection is required, it shall be provided by the Client or specific provisions will be made for ARA to provide traffic control or protection at an additional price. ARA will take precautions to minimize damage when performing its work, but ARA is not responsible for any items destroyed as a necessary part of the work.

### **5. PAYMENT**

ARA will invoice monthly and at the completion of the project, with payment due net 30 days. Interest will be charged on amounts outstanding more than 30 days. The interest rate will be 1½ percent per month, compounded until paid. In the event of late payment, the Client agrees to pay all collection costs, legal expenses and attorneys' fees incurred by ARA in collecting payment, including interest. In the event that some portion of the invoice is disputed, payment for the undisputed portion of the invoice will be made within 30 days. If the Parties are unable to reach agreement regarding the disposition of the disputed portions of the invoice within 21 days, the matter will be resolved according to the Dispute Resolution clause of this agreement.

### **6. HIDDEN CONDITIONS OR HAZARDOUS MATERIALS:**

If ARA has reason to believe that a hidden condition may exist, ARA shall notify the client who shall authorize and pay for all costs associated with the investigation of such condition and if necessary, all costs necessary to correct such condition. If (a) the client fails to authorize such investigation of the correction after due notification, or (b) ARA has no reason to believe that such condition exists, the Client is responsible for all risks associated with this condition, and ARA shall not be responsible for the existing condition nor any resulting damages to persons or property. ARA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### **7. TERMINATION OF SERVICES:**

This agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay ARA for all services performed to the date of termination, all reimbursable expenses and reasonable termination expenses.

### **8. CONFIDENTIALITY**

Each party agrees not to use the other's proprietary information for any purpose other than for the performance of this Agreement. Proprietary information is defined as information concerning techniques, processes, inventions, research and development, and cost data in written form with each sheet thereof marked with an appropriate legend indicating its proprietary nature and delivered by one party to another. Any other use of such proprietary information by the recipient shall be made only upon receipt of the prior written consent from an authorized representative of the other party.



#### 9. INDEMNIFICATION

Client (indemnitor) shall indemnify and hold harmless ARA (indemnitee) from and against any and all (including third party) claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or liability of the indemnitor, or anyone directly or indirectly employed by the indemnitor.

#### 10. CONSEQUENTIAL DAMAGES

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

#### 11. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations under this Subcontract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, power, equipment, or transportation (collectively referred to herein as "Force Majeure"). Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

#### 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, excluding its principles of conflicts of laws. The United Nations Convention for the International Sale of Goods is expressly excluded from this Agreement, and shall have no force or effect on the parties.

#### 13. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this agreement, or breach thereof, which may be properly submitted to arbitration, shall be settled by arbitration. The substantially prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses and attorney's fees it incurred in connection with any suit or legal or administrative action or appeal with respect to this order or the transaction under it.

#### 14. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and ARA. No third party shall have the right to rely on ARA opinions rendered in connection with the Services without ARA written consent and the third party's agreement to be bound to the same conditions and limitations as Client.

#### 16. COMPLETE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire Agreement of the parties hereto, and all previous communications between the parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded. No modification of this Agreement shall be binding upon the parties hereto, unless such is in writing and duly signed by the respective parties hereto.