

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 - 2015 RIP Program \$239,300 (2015-0170)
Exhibit B - Orlan Brook Drive Culvert Replacement \$25,200 (C15-0079 - 2015-0399)
Exhibit B - 143rd Metra Station Stairs \$13,840.00 (C15-0097 2015-0170)
Exhibit B - Fernway Roadway & Ditch Grading \$33,800 (C15-0122 2015-0671)
2015-0789 Additional Services to RIP Program \$27,295 (C15-0125)

Exhibit B - 2016 Road Improvement Program \$120,000 (C16-0040 2016-0159)
Exhibit B - Construction Oversight Brook Crossing Dr & Southwest Highway \$38,110 (C16-0041 2016-0159)
Exhibit B - Orlan Brook Dr. Culvert Amendment No. 1 (C16-0064 2016-0259 \$6900)
Exhibit B - Orlan Brook Dr. Culvert Replacement Construction Services (C16-0078 2016-0495 \$32,712.50)
Exhibit B - Fernway Subd Construction Services (C16-0081 2016-0493 \$161,323)

Letter of Transmittal



**ORLAND
PARK**

Date: October 27, 2016

To: Derek Wold, P.E.
Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, Illinois 60448
815-459-1260

From: Denise Domalewski, Contract Administrator
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
708-403-6173
708-403-9212 (fax)
ddomalewski@orlandpark.org

Derek,

Enclosed are fully executed copies of the construction services proposals for Fernway Subdivision Roadway & Ditch Grading and Orlan Brook Drive Culvert Replacement for your files. The Purchase Orders were issued earlier and sent to Baxter & Woodman. Both of these proposals should be attached to the Master Services Agreement as Exhibit B.

I've also included a fully executed proposal for the additional services to the 2016 Road Improvement Program.

Please contact me with any questions or concerns.

Sincerely,

Denise Domalewski

June 22, 2016

Mr. John J. 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 – Construction Services

Dear Mr. Ingram:

Baxter & Woodman, Inc. is pleased to submit this proposal 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 on July 18, 2016 and record drawings completed by December 16, 2016.

The construction work is anticipated to start August 1, 2016 and the final completion date is November 11, 2016.

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, FIELD DESIGN, and OFFICE DESIGN.
 - Provide Field Design services prior to construction layout (200 hrs.) for the roadway reconstruction work and ditch grading and culvert replacement work.
 - When required incorporate any needed field changes to the final engineering plans by the Design Engineer before the work is started. (24 hrs.)

- Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

3. CONSTRUCTION ADMINISTRATION- (106 hrs.)

- 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- (1,030 HRS)

- Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide (2) 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 865 hours) and (1) Resident Project Representative on a periodic part-time basis of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 100 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 weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

5. PROJECT CLOSEOUT (90 hrs)

- 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 \$161,323**.

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 call me 815-444-3335 if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink that reads "Derek J. Wold". The signature is written in a cursive, flowing style.

Derek J. Wold, P.E.
Vice President

Attachment

C: Mark L. Dachsteiner, P.E., Construction Manager

VILLAGE OF ORLAND PARK, IL

AUTHORIZED BY: Timothy J. McCarty
TITLE: INTERIM Village Manager
DATE: August 1, 2016

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Village of Orland Park, Illinois
Fernway Subdivision Roadway and Ditch Grading Improv. 2016
Section No.: N/A

CONSTRUCTION ENGINEERING
COST ESTIMATE OF CONSULTANT'S SERVICES IN DOLLARS

Route: Various
Local Agency: Village of Orland Park

Section: N/A
Project: N/A
Job No.: N/A

*Firm's approved rates on file with IDOT's
Bureau of Accounting and Auditing:

Overhead Rate N/A
Complexity Factor 0
Work Days M-F 08/01/16- 11/30/16 87
Anticipated Service from 07/18/16 to 12/16/16
Weeks of Service 17.5 Wks
Saturdays 4

Method of Compensation:
Cost Plus Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3 ☐ 14.5%[(2.8 + R)DL] + IHDC
Direct Labor Multiple ☐
Specific Rate ☒
Lump Sum ☐

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs	Overhead*	In-House Direct Costs	Services by Others	Profit	Total
PROJECT INITIATION	PRINCIPAL-Wold	0	\$180.00	\$0.00					\$0.00
	SR. ENGR. IV Dachsteiner	15	\$160.00	\$2,400.00		\$48.60			\$2,448.60
	ENGR. TECH III-Mijares	5	\$110.00	\$550.00		\$21.60			\$571.60
	CLERICAL II-Tobin	4	\$90.00	\$360.00					\$360.00
	SURVEY TECH III-Sweeny	0	\$95.00	\$0.00					\$0.00
CONSTRUCTION ADMINISTRATION AND DESIGNER ASSISTANCE	SR. ENGR. IV Dachsteiner	70	\$160.00	\$11,200.00		\$340.20			\$11,540.20
	SR. ENGR. III-Orbon	0	\$150.00	\$0.00					\$0.00
	ENGR. TECH III-Mijares	32	\$110.00	\$3,520.00					\$3,520.00
	CLERICAL II-Tobin	4	\$90.00	\$360.00					\$360.00
FIELD DESIGN/CONSTRUCTION LAYOUT	SR. ENGR. III-Coleman	24	\$140.00	\$3,360.00					\$3,360.00
OFFICE DESIGN	ENGR. TECH III-Mijares	100	\$110.00	\$11,000.00		\$108.00			\$11,108.00
	SURVEY TECH- III-Sweeny	100	\$95.00	\$9,500.00		\$108.00			\$9,608.00
FIELD OBSERVATION/DOCUMENTATION	ENGR. TECH I-Lauterbach	100	\$80.00	\$8,000.00		\$324.00			\$8,324.00
	ENGR. TECH III-Mijares	650	\$110.00	\$71,500.00		\$1,036.80			\$72,536.80
	Survey Tech III-Sweeny	280	\$95.00	\$26,600.00		\$648.00			\$27,248.00
COMPLETION OF PROJECT	SR. ENGR. IV Dachsteiner	10	\$160.00	\$1,600.00					\$1,600.00
	ENGR. TECH III-Mijares	60	\$110.00	\$6,600.00		\$38.00			\$6,638.00
	CAD/SURVEY TECH-Bette	20	\$105.00	\$2,100.00					\$2,100.00
MATERIAL TESTING							\$0.00		\$0.00
TOTALS		1,474		\$158,650.00	\$0.00	\$2,673.20	\$0.00	\$0.00	\$161,323.20

CONSTRUCTION SERVICES TOTAL - NOT TO EXCEED **\$161,323.20**

Summary of In-House Direct Costs:
VEHICLE EXPENSES: TRAVEL - 2,000MI @ CURRENT IRS RATE (\$0.54 FOR ESTIMATING PURPOSES) \$2,673.20
PRODUCTION, ADMINISTRATION, POSTAGE: \$0.00

Summary of Services by Others:
MATERIAL TESTING: \$0.00