

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)

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
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

April 7, 2016

Mr. Derek J. Wold, P.E.
Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, Illinois 60448

RE: *NOTICE TO PROCEED – 2016 Road Improvement Program and Southwest Highway at Brook Crossing Drive Construction Services*

Dear Mr. Wold:

This notification is to inform you that the Village of Orland Park has accepted and signed the proposal dated March 22, 2016 for 2016 Road Improvement Program – Construction Services, and the proposal dated February 29, 2016 for Southwest Highway at Brook Crossing Dive Construction Services. Both of these proposals shall be Exhibit B and attached to the Roadway Maintenance & Pavement Reconstruction 2015-17 Master Agreement dated March 17, 2015.

The Village will be processing a Purchase Order for each of the above services and will email it to your company when issued. 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) fully executed proposal dated March 22, 2016 in an amount not to exceed One Hundred Six Thousand Eight Hundred Twenty and No/100 (\$106,820.00) Dollars (note the Board of Trustees approved an amount not to exceed \$120,000.00), and one (1) fully executed proposal dated February 29, 2016 in an amount not to exceed Thirty Eight Thousand One Hundred Ten and No/100 (\$38,110.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Kurt Corrigan
Napoleon Haney
John Ingram
Rich Rittenbacher
Gregory Smith - KTJLaw

February 29, 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 – Southwest Highway at Brook Crossing Drive
Construction Services***

Dear Mr. Ingram:

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

PROJECT SUMMARY

Improvements include earth excavation; subbase granular material; hot-mix asphalt base, binder, and surface course; hot-mix asphalt surface removal; aggregate and hot-mix asphalt shoulders; thermoplastic pavement marking; detector loop replacement; miscellaneous drainage improvements; signage; landscaping; and other incidental and miscellaneous items of work necessary to complete the improvements. The Project will utilize Village funds.

PROJECT SCHEDULE

The project is required by contract to be completed within 80 Calendar days, but is anticipated to be completed much faster. This agreement is based on the anticipation of completing the project within 25 working days.

Our scope of services and engineering fees are presented below.

CONSTRUCTION SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. **PROJECT INITIATION**
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

3. CONSTRUCTION ADMINISTRATION

- Attend periodic 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. Owner 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. Owner 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.
- Review construction record drawings for completeness prior to submission to CADD.
- Prepare construction contract change orders and work directives when authorized by the Owner.
- Review the Contractor's requests for payments as construction work progresses, and advise the Owner 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 Owner and Contractor.
- Project manager or other office staff visit site as needed.

4. FIELD OBSERVATION

- Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays (for up to 200 hours), 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 Owner 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 or 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 Owner of 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.

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 travel costs which in total will not exceed **\$38,110.00**.

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

Derek J. Wold, P. E.
Vice President

Attachment

C: Craig D. Mitchell, P.E., Construction Department Manager

VILLAGE OF ORLAND PARK, IL

AUTHORIZED BY:
Paul G. Grimes
TITLE: Village Manager
DATE: 3/25/16

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