

September 8, 2025

Mr. S. Khurshid Hoda, CPP  
Director, Engineering Department  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, IL 60462

**Subject: Village of Orland Park – South Wolf Road Naturalization Site – Design Engineering**

Dear Mr. Hoda:

Baxter & Woodman, Inc.'s understanding of the Village's primary goal for the project is to transform three (3) parcels along S. Wolf Road in the Village of Orland Park into a green, usable area. As all three parcels are located within the regulatory floodway of Marley Creek, a stormwater detention facility would not be permitted by the Metropolitan Water Reclamation District's (MWRD) Watershed Management Ordinance (WMO). The opportunity to sell detention credit through the StormStore program in Cook County does not appear to be an option for this site. However, we believe there are still many options to provide valuable green space through naturalization of these parcels. Ecologically rich wetland areas with native plantings would greatly improve the aesthetics of the area, and an opportunity to apply as a wetland mitigation bank could be discussed with the U.S. Army Corps of Engineers (USACE). Multi-use paths could also be installed to increase public access to a newly created natural area within the Village. Baxter & Woodman has Registered Landscape Architects on staff and could help the Village explore many different options for transforming these parcels into a valuable asset to both the Village and the surrounding ecosystem.

Baxter & Woodman, Inc. has extensive experience with design-build projects like this one. **While the scope below represents a design-bid-build approach, the scope can be revised to reflect a design-build method if the Village is interested.** Along those lines, our construction team has developed estimates for the demolition of the remaining buildings onsite as well as the construction of a natural area across the three (3) parcels (approximately 10.4 acres). These costs are discussed following the design fee.

Baxter & Woodman, Inc. is pleased to submit the following proposal, which outlines our scope of services and engineering fee. The work includes surveying, permitting, wetland delineation, conceptual plans, grant applications, engineering design and preparation of plans for demolishing existing structures and converting three (3) adjacent parcels into green space within the Village of Orland Park. The project limits include the vacant lot at 17101 S. Wolf Road, the undeveloped parcel 17151 S. Wolf Road, and the vacant lot at 17171 S. Wolf Road, which are to be converted into green space with native vegetation. The proposed work includes a Phase 1 Environmental Site Assessment for the 17171 S. Wolf Road property.

## Scope of Services

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### 1. PROJECT COORDINATION AND DATA COLLECTION

#### 1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Prepare a milestone schedule to outline project tasks and critical path items.
- B. Coordinate with the Village and project team to confirm the goals of the Project are achieved.
- C. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

#### 1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this Project:
  - 1. Meetings with the Village
    - a) Kickoff Meeting – Attend an in-person kickoff meeting to answer initial questions and present concepts and plans for completing the Project. Provide a list of requested documents necessary for the Project, as well as a target date for the Village to transmit such documents to the project team.
    - b) Conceptual Design Meeting
    - c) Preliminary Design (60%) Meeting
    - d) Pre-application Meetings with MWRD, the Illinois Department of Natural Resources Office of Water Resources (IDNR-OWR), and USACE. The meeting with USACE will include discussion of opportunities for wetland mitigation banking of the site.

#### 1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the Village for use in design:
  - 1. Utility Atlases
  - 2. GIS Shape files surrounding the project limits
  - 3. Aerial Photography
  - 4. Environmental Studies
  - 5. Maintenance and flooding records
  - 6. Drainage Studies
  - 7. Hydraulic and Hydrologic information and calculations
  - 8. Geotechnical Data
- B. Create lists of missing or conflicting data.

## 1.4. TOPOGRAPHIC SURVEY

- A. Topographic Survey: Perform topographic survey of the Project limits of natural and man-made features in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
- B. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.
- C. Right of Way: Field-locate existing property corners and utilize available tax parcel information to establish project area.
- D. Conduct a survey of trees exceeding a 4-inch diameter within the area of impact that includes size, species, and condition. Provide a summary of findings and anticipated replacement values.
- E. Collect drainage structure condition, inverts, size, and flow direction; critical ground elevations to determine overland flow depths; and lowest opening elevations of residential structures (as applicable) within low-lying areas.

## 1.5. WETLAND DELINEATION

- A. Identify Wetlands according to the multi-parameter approach as detailed in the Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest. This task includes the collection of background data such as National Wetlands Inventory and Wetland Inventory maps, soil survey, topographic maps, and available aerial photographs, to investigate the potential for the existence of wetlands on site. Wetland boundaries are flagged approximately every 50 feet. Flags are recorded with a Trimble R1 GNSS receiver (+/- one foot, which is industry standard); and data points are uploaded into GIS. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.
- B. Prepare a Wetland Delineation Report and Exhibits that summarize the methodology used, site description, and results of survey.
- C. Agency review fees, wetland banking, and processing through the stormwater variance procedures are not included in this agreement and will be paid for separately by the Village.

## 1.6. SITE VISIT FOR DESIGNERS

- A. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings, and identify the horizontal and vertical alignment of the storm sewer pipe.
- B. Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair.
- C. Collect and record all necessary field data for structural, roadway, drainage, utility, and pavement analysis. Observe and photograph the project area and immediate surroundings.

## 1.7. UTILITY LOCATES AND COORDINATION

- A. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.
- B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
- C. Record and maintain documentation of communications with utilities.

## 1.8. GEOTECHNICAL INVESTIGATION

- A. Arrange for a geotechnical sub-consultant to make pavement cores and/or soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report.
- B. Obtain pavement cores of the surface and base material, for determining the composition of the existing pavement material within the Project limits.
- C. Provide a boring and core location map prior to this work (up to 10 borings).

## 1.9. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD)

- A. Utilize soil borings for the testing the potential classification of CCDD. Facilitate completion of IEPA Form 662 (or 663, if necessary) to assist with estimating disposal costs, if needed.

## 2. PRELIMINARY DESIGN

### 2.1. DESIGN CONCEPTS

- A. Evaluate green space alternatives for the site, considering local hydrology, utilities, topography, soils, and Village goals for wetland areas, landscaping aesthetics, and public access.
- B. Develop conceptual-level plans and costs for up to three (3) alternative conceptual designs.

### 2.2. PREFERRED ALTERNATIVE DESIGN

- A. Develop the preferred alternative design plans, including profiles and cross sections, as necessary, throughout the project.
- B. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions.
- C. Plan sheets will include improvement limits, utility adjustments, landscaping areas, restoration areas, multi-use trails, and wetland locations and impacts.
- D. Identify locations and routes for storm sewers to improve drainage.

### 2.3. PRELIMINARY DESIGN DOCUMENTS

- A. Develop base sheets of natural and man-made features from topographic survey data.
- B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.

- C. Prepare preliminary plan sheets (60%) that indicate the proposed layout of design elements.  
Plan sheets will include:
    - 1. Cover
    - 2. Existing condition
    - 3. Demolition
    - 4. Plan
    - 5. Soil erosion and sediment control
    - 6. Trail design and restoration
    - 7. Construction details
  - D. Create lists of deficient items for clarification at future site visits.
- 2.4. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST
- A. Prepare Engineer's Opinion of Probable Cost (EOPC) for the Project including construction costs, contingencies, construction engineering services.
- 2.5. PEER AND CONSTRUCTABILITY REVIEWS
- A. Conduct engineering QA/QC peer reviews of drawings.
  - B. Conduct constructability review of drawings.
  - C. Make revisions to drawings based on comments from both engineering and construction reviews.
- 2.6. DELIVERABLES - Digital copy of plan sheets.
3. ENVIRONMENTAL COORDINATION AND PERMITTING
- 3.1. PERMITS AND AGENCY COORDINATION
- A. Submit the design documents to obtain permits from MWRD, USACE, IDNR-OWR, and IEPA.
  - B. Submit a Notice of Intent and the Stormwater Pollution Prevention Plan to the IEPA for a General NPDES Permit No. ILR10.
  - C. Submit the Stormwater Pollution Prevention Plan to the Will-South Cook Soil and Water Conservation District for approval.
  - D. Obtain an endangered species consultation from IDNR through EcoCAT.
  - E. Obtain a historic preservation consultation from IDNR.
- 3.2. PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA) / ENVIRONMENTAL BASELINE SURVEY (EBS)
- A. Conduct a Phase I Environmental Site Assessment (ESA) and, if applicable, an Environmental Baseline Survey (EBS) for the parcel at 17171 S. Wolf Road to identify Recognized Environmental Conditions (RECs) and to determine the Environmental Condition of Property

(ECP) categories in support of All Appropriate Inquiry (AAI) as defined under 40 CFS Part 312 and CERCLA §120(h). The assessment will be conducted in general concordance with:

- The most current version of ASTM Standard E1527-21, and
- U.S. Army Corps of Engineers Environmental Regulation (ER) 200-2-3 (where applicable), including all DoD-specific requirements.

B. A qualified Environmental Professional (EP), as defined in 40 CFR §312.10 and ER 200-2-3, will perform the ESA/EBS, which shall include the following tasks:

- Review Records – Including federal, state, local, and tribal environmental databases, and applicable DoD-specific databases such as DERP/FUDS/FOST/FOSL records, installation restoration program (IRP) files, and historical military land use data.
- Historical Research – Review of aerial photographs, historical maps, topographic maps, city directories, building permits, and fire insurance maps, extending back to the property's earliest known use (minimum 50 years) in accordance with ER 200-2-3.
- Site Reconnaissance – Visual inspection of the subject property and surrounding areas to identify current or past conditions indicative of potential environmental concerns, including munitions constituents, petroleum products, and radiological materials, if applicable.
- Interviews – With current and former property owners, occupants, and facility personnel, including military or government personnel if required.
- Environmental Condition Classification – Assignment of the property or parcel(s) into Environmental Condition of Property (ECP) categories A-H, per ER 200-2-3 guidelines, for purposes of transfer, lease, or redevelopment.
- Report Preparation – Preparation of a written report that meets the requirements of both ASTM E1527-21 and ER 200-2-3, suitable for use in supporting real property transfer decisions, including any required Finding of Suitability to Transfer (FOST) or Finding of Suitability to Leave (FOSL) documentation.

C. Limitations: This scope is limited to the identification of Recognized Environmental Conditions (RECs) as defined under ASTM E1527-21 and to the ECP categorization for federal purposes as required under ER 200-2-3. While the assessment may identify certain potential environmental concerns, there may be other Business Environmental Risks (BERs) not covered by this scope. As defined in ASTM E1527-21, a Business Environmental Risk is “a risk which can have a material environmental or environmentally driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice.” Examples of non-scope issues that may represent Business Environmental Risks include but are not limited to asbestos-containing materials (ACMs), lead-based paint (LBP), mold or moisture intrusion, lead in drinking water, radon, wetlands or other protected ecological resources, vapor intrusion modeling, and per- and polyfluoroalkyl substances (PFAS). This scope does not include sampling, laboratory analysis, or intrusive investigation

(e.g. Phase II ESA), nor does it include abatement or design services related to ACM, LBP, or mold. These services may be provided under a separate agreement upon request.

#### 4. FINAL DESIGN AND PLAN DEVELOPMENT

##### 4.1. FINAL DESIGN

- A. Review and respond to Preliminary (60%) plan sheet comments.
- B. Develop Pre-Final (90%) plan sheets.
- C. Finalize the preferred green space arrangement, drainage, and topography through the Project.
- D. Finalize Engineer's Opinion of Probable Construction Cost.

##### 4.2. BIDDING DOCUMENTS

- A. Provide detailed drawings, design elements and construction requirements.
- B. Indicate location of all utilities that can be obtained from the best available records, including utility company atlases.
- C. Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
- D. Prepare Design Documents consisting of Drawings and Specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). Specifications prepared in conformance with the format of the Construction Specification Institute or the Illinois Department of Transportation.
- E. Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of "Front End Documents" including Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon standard Village contract documents or documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
- F. Both Pre-final (90%) and Final (100%) plan sheet submittals are anticipated for this Project.

##### 4.3. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST – Prepare EOPCC for the Project including construction cost; contingencies; and construction engineering services.

##### 4.4. PEER AND CONSTRUCTABILITY REVIEWS

- A. Conduct engineering QA/QC peer reviews of Final drawings and specifications.
- B. Conduct constructability review of Final drawings and specifications.
- C. Revise Drawings and Specifications based on comments from both engineering and construction reviews.

##### 4.5. DELIVERABLES

- A. The following is a list of anticipated final deliverables to the Village for this Project:
  - 1. Full sized For Bid Plan Sheets - One (1) copy

2. 11x17 sized For Bid Plan Sheets - One (1) copy
  3. Digital copy of plan sheets, contract documents, and EOPCC
  4. Digital copy of CAD files.
5. GRANT ASSISTANCE
- 5.1. GRANT APPLICATIONS - Prepare two (2) grant applications collaboratively with the Village staff by refining the collected information into specific proposed improvements, including a description of the Project scope and benefits. This may include drafting cover letters, letters of support, Grant Accountability & Transparency Act (GATA) documentation, project location maps, project milestone schedules, and photo logs. Because of the variability in grant application efforts, this task includes up to 100 hours of work. Additional work may be provided as an addendum to this contract.

## Exceptions

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The following items are not included within the scope of this Project, but can be provided as additional services to the contract:

- A. Plat of easement preparation
- B. ROW Acquisition services including title commitments, Plats, Legals, Appraisals, Negotiations
- C. Hydrologic & Hydraulic modeling (not anticipated to be needed)
- D. Wetland Banking Fees
- E. Bidding Assistance
- F. Landscape Architecture Services
- G. Construction Observation
- H. Permit agency fees
- I. USACE Individual permit
- J. IDNR-OWR Individual permit
- K. Railroad Permits (not anticipated to be needed), Village Permits, or any other permits outside of those explicitly listed in the Scope



## Fee

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The Village shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$121,900.00**.

A complete fee breakdown is included as Attachment 1.

The proposed demolition and construction costs are included below. The demolition cost includes asphalt removal, disconnection of well and septic, and an asbestos survey, though it does not include asbestos or radon remediation. The construction cost is budgetary-level and will greatly depend on what sort of naturalization project the Village decides to pursue. This cost would be refined significantly following the development of design concepts.

Proposed Demolition Cost Estimate: **\$690,000**

Proposed Construction Cost Estimate: **\$750,000**

This proposal is valid for 90 days from the date issued.

## Schedule

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Design concepts will be delivered within six (6) months after receipt of the signed proposal, with preliminary and final plans to follow later. The precise schedule will be finalized with the Village.

If the Village would like to pursue a design-build contract, demolition can be scheduled as early as this winter; the construction could start as soon as all permits have been received.

## Standard Terms and Conditions

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The attached Standard Terms and Conditions apply to this proposal.

## Acceptance

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If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Corey Van Dyk at 815-444-3258 or [cvandyk@baxterwoodman.com](mailto:cvandyk@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Paul D. Siegfried, PE, CFM, CPESC  
Associate Vice President

Village of Orland Park

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

**Owner's Responsibility** – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

**Schedule for Rendering Services** – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

**Invoices and Payments** – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

**Opinion of Probable Construction Costs** – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

**Standards of Performance** – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor 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; (6) Baxter & Woodman 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; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract 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 construction documents. Owner further agrees that Baxter & Woodman'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. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

**Insurance** – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

**Use of Documents** – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

**Successors, Assigns, and Beneficiaries** – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

**Miscellaneous Provisions** – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

ATTACHMENT 1

South Wolf Road Naturalization Site Village of Orland Park, IL	Siegfried	Van Dyk	Strack	Nugent	Zimmerman	Melone	McGuire		Slager	Townson	McConnell	Total Hours	Task Totals
	QA/QC	Project Manager	Project Engineer	Project Engineer	Environmental	Environmental	Geologist	Survey Crew (1 man)	CADD	Admin	Construction Review		
	\$ 252	\$ 220	\$ 160	\$ 138	\$ 180	\$ 130	\$ 135	\$ 125	\$ 135	\$ 100	\$ 180		
1 Project Coordination and Data Collection												207	\$ 32,508
1 Project Management		35										35	\$ 7,700
2 Project Meetings		12	20	10								42	\$ 7,220
3 Collect Existing Data			2	6								8	\$ 1,148
4 Topographic Survey				2				40	20			62	\$ 7,976
5 Wetland Delineation						40						40	\$ 5,200
6 Site Visit for Designers		4	4									8	\$ 1,520
7 Utility Locates and Coordination				8								8	\$ 1,104
8 Geotechncal Investigation			2									2	\$ 320
9 Clean Construction or Demolition Debris (CCDD)			2									2	\$ 320
2 Preliminary Design												172	\$ 28,112
1 Design Concepts	2	12	24	12	4							54	\$ 9,360
2 Preferred Alternative Design		8	12	24	12							56	\$ 9,152
3 Preliminary Design Documents			4	12					16			32	\$ 4,456
4 Preliminary Engineer's Opinion of Probable Cost		2	6	12	2							22	\$ 3,416
5 Peer and Constructability Reviews	4										4	8	\$ 1,728
3 Environmental Coordination and Permitting												98	\$ 13,510
1 Permits and Agency Coordinaion													
MWRD			4	16								20	\$ 2,848
USACE			2	16								18	\$ 2,528
IDNR-OWR			2	6								8	\$ 1,148
IEPA				4								4	\$ 552
SWCD				4								4	\$ 552
EcoCAT				2								2	\$ 276
Historic Preservation				2								2	\$ 276
2 Phase I Environmental Site Assessment (ESA)							38			2		40	\$ 5,330
4 Final Design and Plan Development												130	\$ 20,396
1 Final Design		6	12	24	8							50	\$ 7,992
2 Bidding Documents		4	12	24					12	4		56	\$ 8,132
3 Final Engineer's Opinion of Probable Cost		2	4	8	2							16	\$ 2,544
3 Peer and Constructability Reviews	4										4	8	\$ 1,728
5 Grant Assistance												98	\$ 14,600
1 Grant Applications (2)		6	30	60						2		98	\$ 14,600
Total Hours =	10	91	142	252	28	40	38	40	48	8	8	705	
Total Direct Labor =	\$ 2,520	\$ 20,020	\$ 22,720	\$ 34,776	\$ 5,040	\$ 5,200	\$ 5,130	\$ 5,000	\$ 6,480	\$ 800	\$ 1,440	\$ 109,126	
Total Reimbursables =												\$ 12,760	

\$ 121,900

Estimated Reimbursable Expenses:

Mileage	\$ 200
EDR Report (Environmental Assessment)	\$ 300
Equipment	\$ 260 (Survey Van - 4 Days)
Total	\$ 760

Estimated Sub-Consultant Fees: \$ 12,000 (Geotech)