

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)

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

May 31, 2016

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

RE: NOTICE TO PROCEED

- *Addendum C Pavement Management Update 2016*

Dear Ms. Johnson:

This notification is to inform you that the Village of Orland Park has accepted and approved the proposal for 2016 Pavement Management System Update Services dated April 26, 2016.

Please reference PO #15-001190 on all invoices, correspondence, etc. related to 2016 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. 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 C proposal dated April 26, 2016 in an amount not to exceed Four Thousand Eight Hundred and No/100 (\$4,800.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Napoleon Haney
Rich Rittenbacher
Joe Stefanski - ARA



Attachment 9
APPLIED RESEARCH ASSOCIATES, INC.

April 26, 2016

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 2016 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.

This proposal allows for a 2016 a minimal update of the PMS without an updated condition survey. 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 2015 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 **\$4,800**. 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.

REQUIRED SUPPORT


ARA requires the following support to successfully complete this project in an efficient and effective manner:

- Past project information

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)	Paul G. Grimes
Title	Village Manager
Signature:	
Date:	5/13/16

TERMS & CONDITIONS

Applied Research Associates, Inc. (ARA) agrees to perform the specified work in accordance with the accepted professional standards.

COMPLIANCE WITH LAW

In the performance of services, it is mutually agreed that the Client and ARA will comply with applicable terms and regulations of the United States Government which are by law or regulation to be included in agreements of this nature and are incorporated herein by reference.

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.

PROJECT SUPERVISION AND ASSIGNMENT

ARA shall have wide discretion in the methods used to perform any assigned tasks unless specified otherwise. ARA will exercise sound professional judgment, use the standard of care as required in the industry, and strive for high quality performance and products and service delivery. 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.

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.

ACCESS TO PROJECT SITE

ARA will be granted access to the project site for the activities necessary for the performance of the services. If traffic control is required for the site visit, it shall be provided by the Client or specific provisions will be made for ARA to provide traffic control at an additional cost. 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.

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.

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.

RISK ALLOCATION

It is agreed between the parties and in recognition of the relative risks, rewards, and benefits of the project to both the Client and ARA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, ARA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of ARA's fee (whichever is smaller). Such causes include, but are not limited to, ARA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

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.

TRAVEL

Travel costs are actual project expenses for meals, incidentals, per diem, motels, airfare, mileage, rental car, parking, and other travel costs.

PAYMENT

Payment for ARA invoices are 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.