

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:** \_\_\_\_\_

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

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

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