

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0390

Innoprise Contract #: C13-0078

Year: 2013-15

Amount: \$30,000.00

Department: PW - Tom Martin & Rich Rittenbacher

Contract Type: Service

Contractors Name: Construction & Geotechnical Material Testing, Inc.

Contract Description: Soils and Materials Testing & Engineering 2013, 2014 with option of 2015 at \$30,000 per year

C14-0022 Addendum for Geotechnical Services for Nature Center - Dev Services \$2781

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
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

April 16, 2014

Mr. Pratik K. Patel, P.E.
Construction & Geotechnical Testing, Inc.
60 Martin Lane
Elk Grove Village, Illinois 60007

RE: *Addendum dated March 25, 2014*
Soils and Materials Testing and Engineering Contract

Dear Mr. Patel:

Enclosed is a copy of the addendum dated March 25, 2014 for the scope change to include the Geotechnical Exploration Services for the Nature Center. Please attach this to the original Soils and Materials Testing and Engineering Contract contract dated July 22, 2013.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Jane Turley

ADDENDUM to
Soils and Materials Testing and Engineering Contract

Dated
July 22, 2013

Between
*The Village of Orland Park, Illinois ("VILLAGE") and Construction & Geotechnical Material
Testing Inc. (CGMT, Inc) ("CONTRACTOR")*

WHEREAS, on July 22, 2013, a certain Agreement regarding Soils and Materials Testing and Engineering between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to modify the scope of the agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. **SECTION 1: THE CONTRACT DOCUMENTS:** of said Agreement shall be amended to include "The proposal Geotechnical Exploration Services, Nature Center Site, dated February 27, 2014, revised March 19, 2014"
3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall be amended to include the following:

"The Village, in consideration of the performance by Contractor of the provisions of this amendment, agrees to pay Contractor a sum of Two Thousand Seven Hundred Eighty-One and No/100 (\$2,781.00) Dollars for the Geotechnical Exploration Services at the Nature Center Site, payable after receipt of the Contractor's invoice pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)"
4. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
5. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

ADDENDUM to
Soils and Materials Testing and Engineering Contract

Dated
July 22, 2013

Between
*The Village of Orland Park, Illinois ("VILLAGE") and Construction & Geotechnical Material
Testing Inc. (CGMT, Inc) ("CONTRACTOR")*

This Addendum, made and entered into effective the 25th day of March, 2014, shall be attached to and form a part of the Agreement dated the 22nd day of July, 2013 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: _____

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 3/29/14

FOR: THE CONTRACTOR

By: _____

Print Name: PRATIK PATEL

Its: VILLAGE PRESIDENT

Date: 3/26/14



Proposal for Geotechnical Exploration Services

**Nature Center Site
Orland Park, Illinois**

Prepared For:

**Mr. Richard Rittenbacher
Village of Orland Park**

Prepared By:

CGMT, Inc.

CGMT Proposal No. 14P0125-R

February 27, 2014

Revised: March 19, 2014



Construction & Geotechnical Material Testing, Inc.

60 Martin Lane, Elk Grove Village, Illinois 60007
♦ Telephone (630) 595-1111 ♦ Fax (630) 595-1110



CGMT Proposal No. 14P0125-R
March 19, 2014

March 19, 2014

Mr. Richard Rittenbacher
Village of Orland Park – Public Works Department
15655 Ravinia Avenue
Orland Park, Illinois 60462

Re: Proposal for Geotechnical Exploration Services
Nature Center Site
13951 & 13961 LaGrange Road
Orland Park, Illinois

Dear Mr. Rittenbacher:

Construction Geotechnical and Material Testing, Inc. (CGMT) hereby submits a proposal to perform geotechnical engineering services for the proposed roadway construction at the above mentioned address in Orland Park, Illinois. This proposal was prepared after receipt of our e-mail correspondence with your representative on February 26, 2014 and follow up on March 19, 2014.

We understand that the proposed exploration will be to determine the subsurface conditions for roadway improvements at the above mentioned location. It is to our understanding the boring locations are in accessible vacant areas. At this time the type of roadway construction were not made available to CGMT. For this exploration, we are requested to perform a total of six soil borings for the proposed roadway construction areas for the property. We anticipate soil borings will be accessible for a truck-mounted drill rig. In the event, a soil boring will be located in wooded or wetland areas, that boring will be offset and drilled at an accessible location and no clearing/ATV rig will be required.

SCOPE OF SERVICES

The investigation is to consist of the following tasks, based on the anticipated site conditions, the information provided by your office, and our experience of similar projects:

- **Task 1 – Field Investigation:** Field investigation will include mobilization and consist of seven (7) soil boring drilled to depths of about 10 feet on the proposed roadway improvement area. Soils encountered will be sampled at 2.5-foot intervals for the first ten feet in general accordance with the ASTM requirements for Standard Penetration Test. Representative soil samples will be collected from each sample interval for visual classification and/or laboratory testing. The borings will be drilled using a truck-mounted drill rig. The locations of the soil borings will be identified by the client or CGMT representative by assumption of drawings provided and will be based on rig accessibility to those locations and the limits of the site. Upon completion of drilling operations, groundwater readings will be obtained; the borings will be backfilled with soil cuttings.



CGMT Proposal No. 14P0125-R
March 19, 2014

• **Task 2 – Laboratory Testing:** Laboratory Testing will be performed on representative samples collected from selected intervals. These tests will consist of unconfined compressive strength on all cohesive soils and natural moisture contents on all cohesive soil samples. Should other tests be required, we would notify your office as soon as this becomes evident.

• **Task 3 – Analyses and Report:** CGMT will analyze collected field and laboratory data and prepare a report of our findings. The final geotechnical report would include general information on site geology, descriptions of existing soil conditions, and additional information consisting of but not limited to:

- Feasible Foundation Systems and Allowable Soil Bearings
- Settlement Issues
- Suitability of soils to support floor slabs and pavements and for reuse as new fill
- Geotechnical-Related Construction Issues
- Pavement Soil-Related Design Parameters
- Short-term Water Table Elevations

SCHEDULE

CGMT is available to initiate field activities within one week of your authorization to proceed. This authorization may be issued by completing the "Authorization to Proceed" information at the end of this proposal and sending it (via facsimile) to my attention. We anticipate that drilling operations will require 3 to 5 business days to schedule. Your office would be informed of our findings on a timely basis, with a preliminary verbal summary report of our findings to be directed to your project manager within seven days of the completion of Task 1. The laboratory testing phase is anticipated to require 1 business days. A final report can normally be prepared within two and one-half weeks following notice to proceed and receipt of appropriate retainer, assuming no extraordinary laboratory testing efforts are required.

CGMT will arrange for a utility locate at the project site as required by state law. This would take a minimum of 48 hours (over consecutive business days) once JULIE has been contacted. CGMT will arrange this locate upon receipt of your authorization to proceed with the project.

Estimated Cost

We estimate that the cost for each of the tasks will be as follows:

Task 1 – Field Exploration:	\$ 1,675
Task 2 – Laboratory Testing:	\$ 166
Task 3 – Analysis and Report:	<u>\$ 940</u>
TOTAL PROJECT COST	\$ 2,781

These costs are based on the following assumptions:

1. Client is to provide legal access to the site(s) and is to notify all legal entities affected by the scope of work presented in this proposal.
2. CGMT understands that either the exploration will be performed with clear drill rig access. If desired, CGMT could engage a dozer and operator for an additional fee.
3. Client will secure the necessary permits and other legal documentation to access the sites and to perform work.



CGMT Proposal No. 14P0125-R

March 19, 2014

4. Client is to provide, in a timely manner, a plat of survey, site topography, aerial photographs or such other drawings and documents necessary to complete the field activities.
5. Client is to survey the locations of the soil borings on the property at the time authorization to proceed is issued to CGMT.
6. Client will assume responsibility of site landscaping damaged by CGMT drill rig.
7. Bore locations will be accessible by CGMT drill rig.
8. Borings will be backfilled with soil cuttings after the completion.
9. Client will be responsible for locating utilities not covered by public utility service. CGMT can provide additional subcontracted cost for services if requested.

In the event, an ATV mounted rig will be required/used to access the boring locations based upon the site conditions at the time of field exploration, an additional ATV rig mobilization cost of \$300 and ATV Rig daily use of \$200 per day will be invoiced. Before mobilizing an ATV rig on the site, you will be informed of our intentions for both your review and authorization. If clearing of trees is required, we will provide costs for your approval prior to initiation of these additional services.

Our final billing would be based on all of the work authorized and performed at the direction of your office. Terms of payment for our services for the full amount is **net 30 days** of invoice.

Thank you for providing us the opportunity to present this proposal. Please contact our office if you have any questions regarding this proposal or if you need additional information.

Respectfully,

CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.

Pratik Patel

Pratik K. Patel, P.E.
Vice President

Cc: File/PK
Jane Turley

Attachment(s): Terms & Conditions

Authorization to Proceed:	
Accepted by: 	Title: Paul G. Grimes Village Manager
Agency/Firm: _____	Date: 3/26/14



GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client:** Construction & Geotechnical Material Testing, Inc. (CGMT) (Engineer) shall serve as Client's geotechnical and materials engineering consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer:** Engineer will render engineering services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar services in the same region. Engineer makes no warranty, either expressed or implied, with respect to its services.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision that purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order Engineer shall immediately comply with its terms and take all reasonable steps to reduce the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed, in the event the period of any suspension exceeds thirty (30) days. Client will reimburse Engineer for the cost of such suspension and remobilization.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The Client, under the same terms, whenever Client shall determine that termination is in its best interests, may terminate this Agreement. Cost of termination and costs of work performed at the time of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. **Documents Property of Client:** Drawings, specifications, reports, and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

7. **Reuse of Documents:**

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use of only the Client on this Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

8. **Compliance with Laws:** The Engineer shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations, which are in effect as of the date of this Agreement.

9. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of its net fee for the services from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer, or to the amount of the Engineer's insurance, whichever is less.

Client shall indemnify and hold harmless Engineer, up to the same amount that Engineer undertakes to indemnify the Client under this Agreement, from loss of expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise by reasons of the services rendered under this Agreement.

12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. **Waiver of contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provision:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

19. **Designation of Authorized Representative:** Each party shall designate one or more persons to act with authority in its behalf in respect to all aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

20. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

21. **Payment for Services:** Invoices for the work are to be submitted on the 15th and last day of the month for work done during each respective time frame. An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided at each billing cycle. Terms of payment for our services are net due at the time of receipt of the final report and our invoice. If this account is delinquent per the terms of this contract, an interest charge of 1.5 percent will be assessed on a monthly basis.

22. **Limitation of Liability:** Client agrees to allocate certain of the risks associated with the project by limiting Engineer's total liability to Client, subject to available insurance proceeds, arising from Engineer's professional acts, errors, or omissions and for any and all causes under this agreement to the fullest extent permitted by law as follows. For projects where Engineer's fee estimate or proposed fees are:

- a. less than \$10,000 or less, Engineer's total aggregate liability shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.
- b. greater than \$10,000, Engineer's total aggregate liability shall not exceed \$25,000 or the total fee for the services rendered, whichever is greater.