

October 26, 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 - Fernway Subdivision Roadway and Ditch Grading  
Improvements 2017  
Design Engineering***

Dear Mr. Ingram,

Baxter & Woodman is pleased to submit this proposal to the Village to perform design engineering for roadway improvements at the following locations:

<b><u>Road</u></b>	<b><u>Limits</u></b>	<b><u>Length (feet)</u></b>
168 <sup>th</sup> Street	88 <sup>th</sup> Avenue to east end	1,248
169 <sup>th</sup> Street	88 <sup>th</sup> Avenue to the East Village Limits	1,256

Our project understanding, scope of services, and engineering fee are presented below.

**Project Understanding**

The Village plans to reconstruct the above roads and add an 18" wide concrete ribbon curb/shoulder to help support the pavement edges. Design engineering will consist of a field evaluation, review of geotechnical data, preparation of plans, specifications, construction cost estimate, and bid documents. Schematic drawings will be developed from aerial photography and survey data collected by the field staff during construction of 2016 section of the Project.

Ditch grading plans, details, pay items, quantities, and specifications prepared for the Village by Christopher B. Burke Engineering, Ltd. (CBBEL) will be incorporated into the bid documents.

From correspondence with the Village, we understand that preparation of documentation to demonstrate compliance with MWRD Watershed Management Ordinance (WMO) requirements is not needed.

It is anticipated that construction layout will be performed by a resident project representative during the construction phase. Topographic survey and construction services are not included in this scope of work.

### **Scope of Services**

- FIELD EVALUATION - Perform a field evaluation of the existing conditions and estimate quantities for driveway patching.
- MULTI-YEAR PROGRAM CARRYOVER - Survey data collected in 2016 will be used for developing roadway profiles and to aid with the development of the design. Village and construction staff will be consulted to apply any *lessons learned* during construction of the previous year's section.
- CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) - The contractor will provide testing during construction to comply with Form 663. CCDD testing and completion of Form 663 is not included in this scope, and the amount of potentially contaminated soils will be determined during construction.
- UTILITIES - Contact J.U.L.I.E. for potentially impacted utility companies. Initiate utility coordination by contacting utility companies that have facilities along the project limits and requesting utility atlas maps.
- NPDES, SWPPP, IEPA - Complete SWPPP and NOI and obtain NPDES permit from IEPA. Erosion Control Plan Sheets are not anticipated to be required, rather this work will be described using Notes and Standard Drawings.
- PAVEMENT REHABILITATION - The Village will obtain Pavement Core Samples and Soil Borings. This information will be reviewed to determine if remedial treatments or modifications to the pavement section are necessary. Eighteen inch (18") wide concrete ribbon curbs/shoulders or barrier curb and gutter (at intersection radius returns only) will be added.
- SPECIFICATIONS - Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.
- DETAILED DRAWINGS - Complete required plan sheets necessary for bidding including: Cover, General Notes, Summary of Quantities, Typical Sections, and Construction Details.
- INCORPORATION OF DITCH GRADING - Coordinate with CBBEL to obtain plans, details, pay items, quantities, and specifications for ditch grading, and incorporate into bid package.
- FINAL SCHEMATIC PLANS - Prepare bidding documents consisting of plan view schematics, Contract Proposal, Schedule of Prices, and Engineer's Estimate of Cost.

- BIDDING ASSISTANCE - Assist the Village in evaluation of bids.
- PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the Project are achieved. Prepare and submit monthly invoices provide regular updates to the Village.

**Engineering Fee**

The Owner shall pay the Engineer for the services performed or furnished as stated above, 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 **\$32,910**.

All terms and conditions of the Master Agreement dated March 17, 2015 with the Village of Orland Park shall apply.

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. We anticipate completing the above scope of services within three months of receiving the notice to proceed. If you find this proposal acceptable, **please sign one copy and return for our files.**

Please do not hesitate to contact Dennis Dabros or Jay Coleman if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Derek J. Wold, P. E., BCEE  
Executive Vice President

Attachment

**VILLAGE OF ORLAND PARK, IL**

AUTHORIZED BY: \_\_\_\_\_

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

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

<b>Village of Orland Park</b>					
<b>Fernway Subdivision Roadway and Ditch Grading</b>					
<b>Improvements 2017 - Design Engineering</b>					
	<b>Labor Category</b>	<b>Hours</b>	<b>Labor</b>	<b>Expenses</b>	<b>Total Compensation</b>
<b>Overall Project Total</b>		<b>282.00</b>	<b>32,820.00</b>	<b>90.00</b>	<b>32,910.00</b>
01 Field Evaluation		28.00	3,200.00	40.00	3,240.00
	Sr Engineer II	4.00	560.00		
	Engr Tech III	24.00	2,640.00		
02 Multi-Year Program Carryover and Development		16.00	1,800.00	0.00	1,800.00
	Sr Engineer II	8.00	1,120.00		
	Engineer I	8.00	680.00		
03 Plans, Specifications and Estimate of Cost		178.00	20,160.00	30.00	20,190.00
	Sr Engineer II	60.00	8,400.00		
	Engineer I	60.00	5,100.00		
	CAD/GIS/Survey Tech IV	40.00	4,800.00		
	CAD/GIS/Survey Tech III	16.00	1,680.00		
	Clerical II	2.00	180.00		
04 Incorporation of Ditch Grading		36.00	4,200.00	20.00	4,220.00
	Sr Engineer III	4.00	600.00		
	Sr Engineer II	16.00	2,240.00		
	Engineer I	16.00	1,360.00		
05 Bidding Assistance		6.00	880.00	0.00	880.00
	Sr Engineer III	4.00	600.00		
	Sr Engineer II	2.00	280.00		
06 Project Management		18.00	2,580.00	0.00	2,580.00
	Sr Engineer III	2.00	300.00		
	Sr Engineer III	4.00	600.00		
	Sr Engineer II	12.00	1,680.00		

# STANDARD TERMS AND CONDITIONS

**Agreement** - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Owner's Responsibility** - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW 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 proposal.

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

**Invoices and Payments** - The fees to perform the proposed scope of services constitute BW'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 made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

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

**Standards of Performance** - (1) The standard of care for all services performed or furnished by BW, will be completed with 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. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor 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 of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW 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 BW shall apply to only 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 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 construction documents. Owner further agrees that BW'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. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW 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:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW'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, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is 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 negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (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 claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW 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, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW 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 BW 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 perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

**Use of Documents** - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years 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 Client or BW to any third party, including any lender, Contractor, Contractor's 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 Client and BW 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 them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

**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 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 BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing 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.