Received
NOV - 6 2020
Finance Department

ORLAND PARK

Master Agreement for Professional Engineering Services

This Master Agreement (hereinafter referred to as the "Agreement") is made this **1st day of October, 2020** by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and BAXTER & WOODMAN, INC. (hereinafter referred to as the "ENGINEER").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the ENGINEER (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Agreement is a Master Agreement and shall be the agreement for all projects authorized by the VILLAGE. Specific projects under this Agreement shall be authorized in writing by the VILLAGE by a proposal, which shall be attached hereto as Exhibit B and made a part of this Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit B and attached to this Agreement as Exhibit B.

This Agreement shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Agreement takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Agreement, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Agreement's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Agreement shall be in full force and effect in their unaltered condition.

This Agreement
Exhibit A - The Terms and General Conditions for Professional Engineering Services
The Proposal(s) for the Project authorized under this Agreement as it is responsive to the VILLAGE's requirements attached as Exhibit B
All Certifications required by the Village
Certificates of Insurance

SECTION 2: SCOPE OF SERVICES AND PAYMENT: The ENGINEER agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Provide professional engineering services as described in the attached proposal, Exhibit B. See proposal for complete scope of work as requested by the Village of Orland Park and agreed by the PARTIES

(hereinafter referred to as the "SERVICES") and the VILLAGE agrees to pay the ENGINEER pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

TOTAL FEE and REIMBURSABLE EXPENSES: The ENGINEER's Fee and Reimbursable Expenses shall be a set forth in Exhibit B, the proposal for the project. Any services not identified in Exhibit B shall be considered additional services and shall be compensated as such based upon the agreement of the PARTIES.

SECTION 3: ASSIGNMENT: ENGINEER shall not assign the duties and obligations involved in the performance of the SERVICES which is the subject matter of this Agreement without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on October 1, 2020 and continue for a period of five (5) years ending September 30, 2025. The SERVICES shall commence upon execution of each proposal and receipt of a Notice to Proceed and continue expeditiously from that date until final completion or by the agreed upon time frame per proposal for each event. Any project in progress on September 30, 2025 shall be allowed to continue until services are completed. This may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Agreement with thirty (30) days prior written notice. Certain provisions of the Contract shall survive expiration or termination of the Contract.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ENGINEER shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, officials, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the ENGINEER, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said ENGINEER, its officers, officials, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, officials, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ENGINEER shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The ENGINEER shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the ENGINEER shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the ENGINEER in compliance with the AGREEMENT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: ENGINEER agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: ENGINEER hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the ENGINEER and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The ENGINEER shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. ENGINEER and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. ENGINEER and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The ENGINEER shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the SERVICES.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:
Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the ENGINEER:
Dennis Dabros, PE
Vice President/Primary Contact
Baxter & Woodman, Inc.
8840 West 192nd St.
Mokena, Illinois 60448
Telephone: 815-444-3370
Facsimile: 815-478-8710
e-mail: ddabros@baxterwoodman.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The ENGINEER'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the ENGINEER shall replace any

incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The ENGINEER shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: ENGINEER shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify, defend and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE	FOR: THE ENGINEER
By:	By:
Print Name: George Koczwara	Print Name: Dennis Dabros, P.E.
Its: Village Manager	Its: Vice President
Date: 11-9-20	Date: November 6, 2020

ORLAND PARK

PROFESSIONAL ENGINEERING SERVICES
TERMS AND GENERAL CONDITIONS

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement 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 Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.

2. **Responsibility of the Engineer:** 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 Village 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, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another 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 which 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.

   The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village 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 Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.

4. **Suspension of Services:** Village 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 minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of

Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

   It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

9. **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.

10. **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. Village 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.

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

12. **Changes in the Work**: All changes in the WORK must be requested by Engineer and approved by the Village via an Authorization to Proceed document bearing the signature of the Village Manager. Any change order or series of change orders that increase or decrease the base contract value by $10,000 or more, or that increases or decreases the Contract duration beyond the approved project schedule must be accompanied by a written request from Engineer justifying the additional cost or change in schedule. Within an agreed upon period of time, Village will provide a response to Engineer's Change Order or Time request by providing a determination signed by the Village or its designee finding that the change requested was not reasonably foreseeable at the time the contract was signed, the change is germane to the contract or the change is in the best interest of the Village. Any change increasing the original contract value by fifty percent (50%) or more must be re-bid by the Village as required by law. Authorization to spend the Board approved contingency amount must be preapproved by the Village per the Request for Change Order form (Exhibit A of the contract documents).

13. **Severability of Invalid Provisions:** 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.

14. **Force Majeure:** Whenever a period of time is provided for in this Agreement for either the ENGINEER or Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, pandemic, act of public enemies, action of federal or state government or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond ENGINEER's control" if committed, omitted, or caused by ENGINEER, ENGINEER's employees, officers or agents or a subsidiary, affiliate or parent of ENGINEER or by any corporation or other business entity that holds a controlling interest in

ENGINEER, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of ENGINEER's employees would not be an act "beyond ENGINEER's control"). ENGINEER shall notify the Village as soon as possible, but no later than two (2) business days, of any force majeure event. However, if the force majeure event continues to affect performance for more than three (3) business days, the Village may immediately terminate this Agreement. In the event of such termination, the ENGINEER shall be paid for services satisfactorily performed under this Agreement up to the effective date of termination and shall be entitled to reimbursement of any expenses already incurred and not recoverable by refunds.

15. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.

16. **Access and Permits:** Village 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. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.

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

18. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

    The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

19. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

20. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and

charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.

21. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.

22. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

23. **Insurance:** The Engineer shall provide the Village with certificates of insurance and all endorsements evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.

24. **Electronic Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by e-mail or facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by e-mail or facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that an e-mail or facsimile transmission was used.

25. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

BAXTER & WOODMAN, INC.

By: _____ November 6, 2020
Date

Print Name & Title: Dennis Dabros, P.E., Vice President

VILLAGE OF ORLAND PARK

By: _____ 11-9-20
George Koczwara, Village Manager Date

EXHIBIT B

BAXTER & WOODMAN
Consulting Engineers
8840 West 192nd Street, Mokena, IL 60448 • 815.459.1260 • baxterwoodman.com

February 21, 2024

Ms. Michelle Heslin
Public Improvement Technician II
Village of Orland Park
15655 S. Ravinia Avenue
Orland Park, Illinois 60462

Subject: Village of Orland Park – 2024 Annual Neighborhood Road Improvement Program
Phase III Engineering

Dear Ms. Heslin:

Baxter & Woodman, Inc. is pleased to submit this Proposal to provide Construction Services for the 2024 Annual Neighborhood Road Improvement Program. All terms and conditions of the Master Agreement dated October 1, 2020, with the Village of Orland Park shall apply.

PROJECT SUMMARY

Baxter & Woodman, Inc. will be responsible for providing Construction Engineering Services for the entire duration of the 2024 Annual Neighborhood Road Improvement Program, which includes work at the following locations:

Brook Hills 1, Clearview Estates (East), Compton Court (Courtyards of OP), Green Castle and Manor Homes, Humphrey's, Mallard Landings Unit 5, Somerglen Drive (Colette Highlands), and Wildwood Hills South.

Improvements include hot-mix asphalt surface removal; driveway approach pavement removal and patching; isolated curb and gutter removal and replacement, concrete sidewalk removal and replacement; concrete slab raising; preparation of exposed aggregate base course; placement of hot-mix asphalt binder and surface course; adjustment and/or repair of drainage structures; parkway restoration; and other incidental and miscellaneous items of work on various roadways within the Village.

PROJECT SCHEDULE

The Village anticipates awarding the Construction Contract by March 4, 2024. The Contract Documents specify a November 15, 2024, Completion Date. Our proposed staffing, scope of services, and engineering fees are as follows.

PROPOSED STAFF

Our familiar team will consist of Project Manager Matt Abbeduto and Resident Engineer Connor Murray. Matt brings over 20 years of experience in public infrastructure construction and has managed several of the Village's annual neighborhood improvement programs and various other projects since 2017. Matt's familiarity with the Village, local contractors, and construction will be a benefit to the Village on this year's road program. Matt will be involved in the project on a daily basis, performing site visits to ensure the project is completed successfully.

Resident Engineer Connor Murray is also familiar with Village and their preferences based on his experience with the ongoing Fernway Subdivision Phases 7-9 Roadway and Ditch Grading Improvements project and from serving on similar road programs in other communities. Connor has proven his abilities working on behalf of Village staff to resolve contractor issues and resident concerns. While Connor does not have 8+ years of experience of construction observation, he has proven on other Village projects that he is fully capable, and he is committed to managing the project with Matt's support.

The team will also have engineering intern Madison Slattery to help during the primary construction period. Madison was an intern with our firm last summer and gained experience on a similar $6M road resurfacing project for the Village of Park Forest.

Baxter and Woodman, Inc. understands the proposed staff does not meet the Village's preferred staff qualifications as outlined in the Request for Proposal. This is due to assignments that staff with over 8+ of experience are already committed to. This project is an opportunity that we did not want to pass on given our track record of successfully managing the Village's annual road program and other various construction projects, but we are confident that the Village's expectations will be satisfied with our proposed team.

CONSTRUCTION SCOPE OF SERVICES

1. Act as the Village's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.

2. PROJECT INITIATION

   A. Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.

B. Assist the Village with preparing a project emergency communication plan for distribution to various Village staff and stakeholders.

C. Review the plans and specifications in depth, verifying quantities, elevations, and dimensions relevant to the project. Also, anticipate any potential conflicts or issues and develop solutions prior to construction.

D. Perform construction layout as allowed by Village for preferred areas in anticipation of work starting.

E. Perform a pre-construction video recording for all existing conditions within the project limits and provide the Village with a digital copy prior to the contactor mobilizing.

3. CONSTRUCTION ADMINISTRATION

A. Attend bi-weekly construction progress meetings and prepare meeting minutes.

B. 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. Village 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. The Village 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 of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

C. Prepare construction contract change orders and work directives when authorized by the Village.

D. Review the Contractor's requests for payments as construction work progresses and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

E. Research and prepare written response by Engineer to request for information from the Village and Contractor.

F. Project manager or other office staff visit site as needed.

G. Coordinate the services of a materials testing company to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials, and equipment furnished by the Contractor. Services of a material testing company shall be furnished by the Village as deemed necessary by the Engineer.

4. FIELD OBSERVATION

A. Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide a Resident Engineer and a Resident Engineer's Assistant on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, 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 Village 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 of 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.

B. Utilize a web-based GIS Field and Office Mapping system to inventory pay item quantities, project documentation, and residential concerns. An application will to be built on an Esri ArcGIS Online (AGOL) platform with the ability to be collaborated with the Village AGOL

Organization. The GIS data will be shareable with Village staff and any outside contractors that need to view the pay item details, project status and residential concern resolution with the ability to export the data to various formats through the application.

C. Perform ADA sidewalk ramp evaluations and share compliance assessment data with the Village for all new sidewalk ramps constructed as part of the 2024 road program. The data will be collected and shared utilizing GIS which can be imported into the Village's GIS system.

D. Construction layout throughout the duration of the project based on the Village's preferred sequence of schedule of work.

E. 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 daily reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

F. Collection of as-built field data using GIS data collection equipment within the project locations.

G. Perform and document an ongoing punch list and share with the contractor to facilitate project closeout.

5. PROJECT CLOSEOUT

A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Engineer Services.

B. Verify all contractor required documentation has been received, punch list has been verified, and confirm Village acceptance prior to final payment to the contractor.

C. Provide the Village with GIS data collected, processed, and developed as part of the Field Observation tasks.

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, which in total will not exceed **$268,960.00.** Attached please find our 2024 budget.

All terms and conditions of the Master Agreement dated October 1, 2020, 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. If you find this proposal acceptable, please sign one copy and return for our files.

Please do not hesitate to contact Matthew Abbeduto at 815-444-3352 or via email at mabbeduto@baxterwoodman.com if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Dennis S. Dabros, PE
Vice President

Attachment

VILLAGE OF ORLAND PARK, IL

AUTHORIZED BY: _____

TITLE: _____

DATE: _____

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VILLAGE OF ORLAND PARK, ILLINOIS

2024 ANNUAL NEIGHBORHOOD ROAD IMPROVEMENT PROGRAM, PHASE III ENGINEERING

Plan Number: 2400395.00

Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
	Overall Project Total	**1,968.00**	**261,960.00**	**261,960.00**	**0.00**	**7,000.00**	**268,960.00**
CS100 Project Initiation		12.00	2,460.00	2,460.00	0.00	50.00	2,510.00
	Engineer VII	8.00	1,920.00				
	Engineer I	4.00	540.00				
CS105 Construction Administation		116.00	26,160.00	26,160.00	0.00	150.00	26,310.00
	Engineer VII	100.00	24,000.00				
	Spacial Technology Professional	16.00	2,160.00				
CS110 Field Observation		1,780.00	224,400.00	224,400.00	0.00	6,750.00	231,150.00
	Engineer VII	100.00	24,000.00				
	Engineer I	1,200.00	162,000.00				
	Engineering Intern	480.00	38,400.00				
CS140 Project Closeout		60.00	8,940.00	8,940.00	0.00	50.00	8,990.00
	Engineer VI	8.00	1,920.00				
	Engineer I	40.00	5,400.00				
	Spacial Technology Professional	12.00	1,620.00				

Average Hourly Rate (Not Including Reimbursable Allowance): $261,960 / 1,968 hr. = $133.11 / hr.

Matthew S. Abbeduto, PE

Construction Manager

Matt's project management and resident engineering experience spans federal- and municipal-funded urban/rural roadway and bridge construction/rehabilitation projects. He is experienced in the installation of traffic signals, street lighting, and in site development. Matt is knowledgeable of Illinois Department of Transportation policies and procedures for construction inspection, material inspection, contract administration, and project documentation. He is adept at coordinating with contractors, utility companies, construction/project managers, engineers, and owners to resolve project conflicts, minimize delays, maximize cost savings, and facilitate project completion. With a thorough understanding of the importance of communication, Matt strives to keep clients and stakeholders updated on construction status and correspondence.

EDUCATION

B.S., Civil Engineering, University of Illinois at Urbana-Champaign, 2002

Joined Firm in 2017

Years of Experience: 22

REGISTRATIONS

Licensed Professional Engineer: Illinois

CERTIFICATIONS

IDOT Documentation of Contract Quantities #23-20694

IDOT QC/QA HMA Level 1 Technician

IDOT QC/QA PCC Level 1 Technician

IDOT QC/QA Mixture Aggregate Technician

ACI Concrete Field Testing Technician - Grade I

IDOT QC/QA Nuclear Density Testing

IDOT S-33 Soils

Liability IQ for Architects and Engineers

REPRESENTATIVE PROJECTS

Orland Park, IL

2017-2021 Road Improvement Program

Construction Manager for the 2017 through 2021 Road Improvement Programs, which included work throughout various areas within the Village. Improvements included hot mix asphalt surface removal, pavement removal and patching, spot curb and gutter removal and replacement, sidewalk removal and replacement, preparation of aggregate base, hot mix asphalt binder and surface course, adjustment of drainage structures, sidewalk slab raising, shotcrete curb and gutter repairs, and parkway restoration on various roadways within the Village.

Orland Park, IL

2017-2018, 2022 Fernway Subdivision Improvements

Construction Project Manager for the 2017, 2018, and 2022 Fernway Subdivision Improvements. The Fernway subdivision required multi-phase, multi-year roadway and ditch grading improvements to correct the poor drainage throughout the subdivision and to enhance the roadway cross section. The improvements included excavation; grading and shaping ditches; pavement removal; subgrade repair; preparation of base; new ribbon curb; sidewalk approach ramp replacement for ADA compliance; hot mix asphalt binder and surface course; new concrete driveway culverts; driveway apron pavement replacement; and parkway restoration with sod. Diligent attention and coordination with residents regarding staging and access was key for a successful project.

Orland Park, IL

Laguna Woods Roadway Reconstruction

Resident Engineer for construction observation of the $2.4M roadway reconstruction improvements in the Laguna Woods subdivision. The reconstruction included over 2 miles of curb installation, concrete shoulder installation, culvert removal and replacement, ditch regrading, subgrade improvements, driveway replacements, sidewalk improvements, and asphalt roadway mill and overlay. Field observation required high level coordination between the Village, contractor, and residents. Concrete pours and driveway replacements were scheduled on a coordinated basis to minimize impact on residents, garbage routes, and school buses.

Erosion and Sediment Control - Modules I & III

CONTINUING EDUCATION

Doug Cartland, Inc.
"Creating Excellence in Communication and Customer Relations" training

Doug Cartland, Inc.
"Problem/Communication Resolution" training

Orland Park, IL
151st Street Reconstruction
Construction Project Manager for the Phase III construction engineering services for the $5M federal and local funded widening, reconstruction, and infrastructure improvements along 151st Street from West Avenue to Ravinia Avenue. Additionally, the project included construction of a new roundabout located at the intersection of 151st Street and West Avenue.

Plainfield, IL
2021-2023 MFT and Non-MFT Road Program
Construction Manager for the Village's annual road resurfacing programs in 2021-2023. The Village completes two annual road programs each year that are bid and constructed simultaneously. One program utilizes Motor Fuel Tax (MFT) funds while the other is locally funded. Each of the annual resurfacing programs have ranged up to $2.5 million in construction cost. Construction is typically performed at an accelerated pace throughout the Village in order to have construction complete before school starting.

Mokena, IL
2021-2023 Street Improvements
Construction Manager for Village-funded improvements to various streets within the Village. Improvements consisted of HMA roadway milling and resurfacing, pavement patching, curb and gutter replacement and shotcrete repair, sidewalk replacement, storm sewer, pipe underdrains, structure adjustments, pavement markings, joint sealer, and landscape restoration.

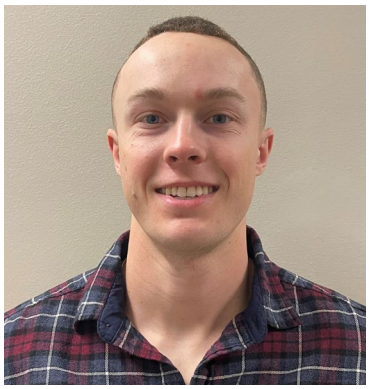
South Chicago Heights, IL
2021 MFT Program
Construction Manager for the Village's 2021 MFT-funded improvements along Enterprise Park Avenue and Wentworth Avenue. Improvements consisted of road resurfacing, full-depth pavement replacement and removal, ADA ramp replacement, concrete curb and gutter repair, and parkway restoration.

Olympia Fields, IL
2021 MFT Program
Construction Manager for MFT-funded improvements to 1.41 miles of streets within the Village. Improvements included HMA surface removal and resurfacing, pavement patching, structure adjustments, grading and shaping of ditches, and removal and replacement of culverts. The project also utilized Rebuild Illinois bond funds.

La Grange, IL
2018-2020 MFT Road Program
Construction Manager for MFT-funded improvements at various locations throughout the Village. Improvements consist of HMA roadway resurfacing and pavement replacement including HMA and PCC pavement removal, aggregate base preparation and repair, pavement patching, curb and gutter replacement, sidewalk replacement, and pavement markings. The 2018-2019 MFT Street Program followed immediately after the Park Road Water Main Replacement. Matt also served as QA/QC Review for construction of the Village's 2022 Street Patching Program.

Connor M. Murray

Resident Engineer



EDUCATION

B.S., Civil Engineering, University of Illinois at Chicago, 2021

Joined Firm in 2022

Years of Experience: 3

IDOT CERTIFICATIONS

IDOT Documentation of Contract Quantities (#22-19730)

IDOT QC/QA HMA Level 1 Technician

IDOT QC/QA PCC Level 1 Technician

IDOT QC/QA Mixture Aggregate Technician

Erosion and Sediment Control Workshop Modules I & III

ACI Concrete Field Testing Technician - Grade I

BDE Regulated Substances and Special Provisions during Construction Projects 2024

Connor provides field observation of construction activities for various roadway projects with multiple funding sources. He has observed both hot mix asphalt (HMA) and Portland Cement Concrete (PCC) installations. Connor has completed documentation for MFT- and locally-funded projects.

REPRESENTATIVE PROJECTS

Plainfield, IL
2022 MFT and Non-MFT Road Program Construction Services
Construction Technician for field observation, calculations, and documentation of the 2022 MFT and Non-MFT roadway improvements on various roadways in the Village. Connor was responsible for field observation, quantities measurements, field book updates, Inspector's Daily Reports preparation, and documentation of daily activities.

La Grange, IL
2022 Street Patching
Construction Technician for pavement patching for various streets within the Village. Observed placement of patches, completed field measurements, and performed yield checks. Connor was responsible for field observation, updating the field book, preparing Inspector's Daily Reports, and documenting daily activities.

Orland Park, IL
Fernway Road and Ditch Reconstruction
Construction Technician for the Village-funded improvements, which consist of hot mix asphalt (HMA) roadway reconstruction, regrading of the existing parkway ditches, Portland Cement Concrete (PCC) shoulders, driveway apron removal and replacement, culvert removal and replacement, and parkway restoration. Connor is responsible for field observation, updating the field book, preparing Inspector's Daily Reports, and documenting daily activities.

Plainfield, IL
Bronk Farm Construction Services - Phase 1
Construction Technician for roadway and utility services for various locations in the Bronk Farm subdivision. Connor is responsible for field observation, updating the field book, preparing Inspector's Daily Reports, and documenting daily activities.

Plainfield, IL
Greenbriar Development Construction Services - Phase 1
Construction Technician for roadway and utility services for various locations in the Greenbriar subdivision. Connor is responsible for field observation, updating the field book, preparing Inspector's Daily Reports, and documenting daily activities.