CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2020-0010 **Innoprise Contract #:** C20-0025

Year: 2020 **Amount:** $423,728.00

Department: Development Services - Khurshid Hoda

Contract Type: Construction Engineering Services

Contractors Name: Baxter & Woodman, Inc.

Contract Description: 151st Street (West to Ravinia) Construction Engineering Services

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org

ORLAND PARK

VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

March 6, 2020

Mr. Matt Abbeduto
Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, Illinois 60448

NOTICE TO PROCEED – 151st Street (West Avenue to Ravinia Ave) Construction Engineering Services

Dear Mr. Abbeduto:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of February 18, 2020.

Please contact Khurshid Hoda at 708-403-6128 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated February 14, 2020 in an amount not to exceed Four Hundred Twenty Three Thousand Seven Hundred Twenty-Eight and No/100 ($423,728.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

Encl:

cc: Khurshid Hoda

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

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February 14, 2020

Mr. Matt Abbeduto
Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, Illinois 60448

NOTICE OF AWARD – 151st Street (West Avenue to Ravinia Ave) Construction Engineering Services

Dear Mr. Abbeduto:

This notification is to inform you that on January 20, 2020, the Village of Orland Park Board of Trustees approved awarding Baxter & Woodman, Inc. the contract in accordance with the proposal you submitted dated December 6, 2019, for 151st Street (West Avenue to Ravinia Ave) Construction Engineering Services for an amount not to exceed Three Hundred Ninety Six Thousand Nine Hundred Twenty-Eight and No/100 ($396,928.00) Dollars plus Thirty Thousand and No/100 ($30,000.00) contingency.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 28, 2020.

- I am attaching the Contract for 151st Street (West Avenue to Ravinia Ave) Construction Engineering Services. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.

- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Denise Domalewski

Denise Domalewski
Purchasing & Contract Administrator

cc: Khurshid Hoda

Received
FEB 18 2020
Finance Department

ORLAND PARK

151st Street (West Ave to Ravinia Ave) Phase III
Construction Engineering Services

This Agreement (hereinafter referred to as the "Agreement") is made this **14th day of February, 2020** by and between 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 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
Professional Engineering Services General Terms & Conditions
The Request for Proposal #19-027 issued November 8, 2019
The Proposal dated December 6, 2019, (updated February 6, 2020) as it is responsive to the RFP
Certificate of Compliance
Certificates of Insurance
Exhibit A – Request for Change Order

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:

Phase III-Construction Engineering Services for widening, reconstruction, and infrastructure improvements along 151st Street from West Avenue to Ravinia Avenue, Orland Park, Illinois 60462. Additionally, the project includes construction of a new roundabout located at the intersection of 151st Street and West Avenue

(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 Proposed Fee	$393,728.00
* Contingency	$ 30,000.00

TOTAL FEE and REIMBURSABLE EXPENSES: an amount not to exceed Four Hundred Twenty Three Thousand Seven Hundred Twenty-Eight and No/100 ($423,728.00) Dollars.

***Use of contingency funds requires prior authorization from the Village per Exhibit A – Request for Change Order.**

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 the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for two (2) years or until final completion. This agreement shall terminate upon completion of the WORK. This agreement 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.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ENGINEER shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, 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, 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, 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:
Matt Abbeduto
Project Manager
Baxter & Woodman, Inc.
8840 West 92nd Street
Mokena, Illinois 60448
Telephone: 815-444-3352
Facsimile: 708-478-8710
e-mail: mabbeduto@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: VILLAGE OF ORLAND PARK

By: _____

Print Name: George Koczwara

Its: Village Manager

Date: 2-20-20

FOR: BAXTER & WOODMAN, INC

By: _____

Print Name: Dennis Dabros, P.E.

Its: Vice President

Date: February 17, 2020

ORLAND PARK

PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND 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:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

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 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: _____ February 17, 2020
Officer Date

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

VILLAGE OF ORLAND PARK

By: _____ 2-20-20
Date

Print Name & Title: George Koczwara, Village Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
650 Dundee Road
Suite 170
Northbrook IL 60062

CONTACT NAME:
PHONE (A/C, No, Ext): (847) 412-1414 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Ins Co	20508
INSURER B: Continental Insurance Company	
INSURER C: Continental Casualty Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake IL 60012

COVERAGES CERTIFICATE NUMBER: CL19122744767 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X primary/non contributory X subj to written contract GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			6045872351	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 15,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			6045872348	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			6045872365	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6045872379	1/1/2020	1/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liability			AEH591900841	1/1/2020	1/1/2021	Per Claim Aggregate		$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Construction Engineering Services for widening, reconstruction, and infrastructure improvements along 151st Street from West Avenue to Ravinia Avenue, Orland Park, Illinois 60462. Additionally, the project includes construction of a new roundabout located at the intersection of 151st Street and West Avenue.

CERTIFICATE HOLDER

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian/CID MB Christian

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

February 6, 2020

Mr. Khurshid Hoda
Director of Programs and Engineering Services
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

Subject: Village of Orland Park – 151st Street Improvements Construction Services

Dear Mr. Khurshid:

Baxter & Woodman, Inc. is pleased to submit this Proposal to provide Construction Services for the 151st Street Improvements between West Avenue and Ravinia Avenue. All terms and conditions of the Master Agreement dated March 17, 2015, amended January 24, 2018 with the Village of Orland Park shall apply.

PROJECT SUMMARY

Baxter & Woodman, Inc. will be responsible for providing Construction Services for the entire duration of the 151st Street Improvements.

Improvements include pavement removal, aggregate base removal, earth excavation, water main removal and replacement, storm sewer and pipe culvert removal, drainage and utility structure adjustments, new drainage structures and storm sewers, subgrade aggregate placement, full-depth hot-mix asphalt pavement, driveway pavement removal and replacement, curb and gutter removal and replacement, sidewalk removal and replacement, new lighting system, removal of existing temporary traffic signals at the Ravinia Avenue intersection and construction of a new traffic signal installation, construction of handicapped accessible ramps, pavement striping, landscape restoration, and all incidental and collateral work with the Village, utility companies, IDOT and other entities related to the project as necessary to complete the project as shown on the plans and as described in the special provisions. IDOT coordination shall also include change order administration.

PROJECT SCHEDULE

The Contract Documents specify 110 Working Days

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 the IDOT preconstruction conference. Review and make recommendations for approval of the Contractor's proposed construction schedule and list of subcontractors.
   B. Assist the Village with utility relocation and adjustment coordination.
   C. Attend up to three (3) open houses for residents and businesses, at the request of the Village.

3. CONSTRUCTION ADMINISTRATION
   A. Conduct weekly construction progress meetings per the Village's preference, produce and distribute meeting minutes.
   B. Assist the Village with agency permit coordination.
   C. Assist the Village with property owner coordination related to land acquisition and easement matters.
   D. Shop drawing and submittal review by Engineer shall apply 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. Engineer 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. 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.
   E. Research and prepare written response by Engineer to request for information from the Village and Contractor.
   F. Coordinate the services of the Village's 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 for conformance with Village and IDOT requirements.
   G. Project manager or other office staff visit site as needed.
   H. Scope of services includes Scope defined in the Village's Request for Proposals issued November 8, 2019 and Baxter and Woodman, Inc. proposal dated December 6, 2019.

4. FIELD OBSERVATION & DOCUMENTATION
   A. Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide a Resident Engineer and Construction Inspector at the construction site on a full-time basis and 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. In the event the Engineer becomes aware of a situation which in its opinion is an imminent safety hazard, Engineer shall bring this information to the attention of those parties that are in fact responsible for safety, or safety precautions on this project. By giving such notice Engineer is NOT assuming the obligation of safety or safety precautions. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

B. Review Contractor layout for conformance with the plans and coordinate adjustments as necessary.
C. 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.
D. Provide weekly reports with digital photographs to IDOT and the Village to track construction progress and working days charged against the Contractor's time for completion.
E. Provide the Village with electronic daily reports.
F. Maintain daily digital photographs and make them accessible to the Village on a regular basis.
G. Prepare and process construction contract change orders and work directives when authorized by the Village.
H. 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.
I. Documentation of contract quantities in accordance with IDOT policies and procedures.

J. Coordinate public outreach and face-to-face interaction with Village Police and Fire Departments, the Village Public Information Office, local businesses and residents regarding construction impacts and project status.
K. Monitor and report on the condition and status of traffic control devices and sequence management before and throughout construction.
L. Inspect, document and monitor erosion and sediment control practices to ensure conformance with the project's Storm Water Pollution and Prevention Plan.
M. Verification of acceptable materials per Village of Orland Park and IDOT requirements.

5. PROJECT CLOSEOUT
   A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Field Observation and Documentation Services.
   B. Final inspection, punch list generation and project closeout in compliance with Village and IDOT requirements.
   C. Preparation and electronic submittal of as-built changes to the contract drawings in CAD format.
   D. Review project warranty documents provided by the Contractor for compliance with the Contract documents and recommend acceptance by the Village.
   E. Provide construction-related engineering services regarding warranty and anniversary work by the Contractor after the Project, or parts thereof, have been accepted by the Village. Such services will include, but not be limited to assistance to the Owner in enforcing the Contractor's guarantee to repair or replace defective work within the warranty time stated in the construction contract documents for the Project.

6. CREATE AND MAINTAIN WEBSITE
   A. Obtain video and photographs of existing conditions.
   B. Prepare, host, and maintain a Project website throughout Construction. The site will contain useful information about the Project including schedule, roadway detours due to construction activities, videos, photographs, and FAQs. We will also include a sign-up option so that interested parties can receive regular Project updates via email.
   C. Promote the website address in all Project communication tools (meetings, pamphlets, door to door canvassing, press releases, and Village websites, etc.).

7. DRONE CAPTURED PROGRESS VIDEO RECORDING
   A. Provide six (6) drone flights over the Project Site on a periodic basis from Project Initiation through Project Completion, to record the various stages and associated progress of the construction activities. Drone flights will provide high resolution video and imagery.
   B. Drone will be flown by a licensed Drone Pilot.

BAXTER & WOODMAN
Consulting Engineers

C. All Federal Aviation Administration (FAA) requirements will be reviewed and met before each flight.

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 **$393,728.** Attached please find our project budget.

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 Dabros, P. E.
Vice President

Attachment

VILLAGE OF ORLAND PARK, IL

AUTHORIZED BY: _____

TITLE: Village Manager

DATE: 2-20-20

I:\Crystal Lake\ORLPK\191572-151st St Phase III\Contracts\191572.60_151stStImpDraftProposalRev2.doc

VILLAGE OF ORLAND PARK, IL
151ST STREET IMPROVEMENTS CONSTRUCTION SERVICES

Element of Work	Employee Classification	Man-Hours	Labor Rate	Labor Costs	Services by Others	In-House Direct Costs	Total
PROJECT INITIATION							
Preconstruction Meeting, Utility & Misc. Coordination, Open House, Submittal Review	ENGR IV (PM)	16	$160.00	$2,560.00		$58.00	$2,618.00
Preconstruction Meeting, Utility & Misc. Coordination, Open House, Submittal Review, Project Start-Up Documentation	ENGR I (RE)	40	$100.00	$4,000.00		$36.00	$4,036.00
General Administration	ADMIN SUPPORT I	2	$85.00	$170.00			$170.00
CONSTRUCTION ADMINISTRATION							
Meetings, Submittals & RFIs, Utility & Misc. Coordination, Site Visits, Doc. Review (8 hours/week for 8.5 months = 272 hours). 48 hours in Winter/Spring 2021.	ENGR IV (PM)	320	$160.00	$51,200.00		$278.00	$51,478.00
General Administration	ADMIN SUPPORT I	8	$85.00	$680.00			$680.00
FIELD OBSERVATION & DOCUMENTATION							
RE at 48 hours/week for 8.5 months in 2020 (1,632 hours), Doc. through Winter (88 hours),Spring 2021 work (160 hours)	ENGR I (RE)	1880	$100.00	$188,000.00		$6,612.00	$194,612.00
Inspector at 45 hours/week for 5 months (900 hours)	ENGR TECH II	900	$120.00	$108,000.00		$2,436.00	$110,436.00
PROJECT CLOSEOUT							
Review Closeout Documentation, Punch Lists, Record Drawings, IDOT and Village Correspondence	ENGR IV (PM)	30	$160.00	$4,800.00		$14.00	$4,814.00
Final Inspections, Closeout Audit(s) and Documentation, Punch Lists, Record Drawings	ENGR I (RE)	120	$100.00	$12,000.00		$174.00	$12,174.00
General Administration	ADMIN SUPPORT I	2	$85.00	$170.00			$170.00
QA MATERIAL TESTING					$12,540.00		$12,540.00
TOTALS		3,318		$371,580.00	$12,540.00	$9,608.00	**$393,728.00**

In-House Direct Costs (Mileage):

PROJECT INITIATION:
ENGR IV Precon IDOT - 100 mi./trip = 100 mi.
ENGR I Precon at IDOT - 62 mi./trip = 62 mi.

CONSTRUCTION ADMINISTRATION:
ENGR IV - 40 trips x 12 mi./trip = 480 mi.

FIELD OBSERVATION & DOCUMENTATION:
ENGR I - 190 trips x 60 mi./trip = 11,400 mi.
ENGR TECH II - 100 trips x 42 mi./trip = 4,200 mi.

PROJECT CLOSEOUT:
ENGR IV - 2 trips x 12 mi./trip = 24 mi.
ENGR I - 5 trips x 60 mi./trip = 300 mi.

TOTAL = 16,566 Miles @ $0.58/Mile: $9,608.00

Services by Others:

Soil and Material Consultants, Inc. - QA Testing of Materials: $12,540.00

PROPOSED 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 mileage direct costs which in total will not exceed **$396,928.** See below for fee breakdown, subconsultant proposal, and company billing rates.

	Planned Hours	Labor Compensation	Subconsultant: Soil & Material Consultants	Mileage Expenses	Total Fee
Project Initiation	58	$6,730		$94	$6,824
Construction Administration	328	$51,880		$278	$52,158
Field Observation & Documentation	2,780	$296,000	$15,740	$9,048	$320,788
Project Closeout	152	$16,970		$188	$17,158
Overall Project Total	**3,318**	**$371,580**	**$15,740**	**$9,608**	**$396,928**

Element of Work	Employee Classification	Man-Hours	Labor Rate	Labor Costs	Services by Others	In-House Direct Costs	Total
PROJECT INITIATION	ENGR IV	16	$160.00	$2,560.00		$58.00	$2,618.00
	ENGR I	40	$100.00	$4,000.00		$36.00	$4,036.00
	ADMIN SUPPORT I	2	$85.00	$170.00			$170.00
							$0.00
CONSTRUCTION ADMINISTRATION	ENGR IV	320	$160.00	$51,200.00		$278.00	$51,478.00
	ADMIN SUPPORT I	8	$85.00	$680.00			$680.00
							$0.00
FIELD OBSERVATION & DOCUMENTATION	ENGR I	1880	$100.00	$188,000.00		$5,220.00	$193,220.00
	ENGR TECH II	900	$120.00	$108,000.00		$3,828.00	$111,828.00
							$0.00
PROJECT CLOSEOUT	ENGR IV	30	$160.00	$4,800.00		$14.00	$4,814.00
	ENGR I	120	$100.00	$12,000.00		$174.00	$12,174.00
	ADMIN SUPPORT I	2	$85.00	$170.00			$170.00
QA MATERIAL TESTING					$15,740.00		$15,740.00
TOTALS		3,318		$371,580.00	$15,740.00	$9,608.00	$396,928.00

In-House Direct Costs:

VEHICLE EXPENSES - TRAVEL, 16,566 MI @ $0.58/MILE $9,608.00

Services by Others:

Soil and Material Consultants, Inc. - QA Testing of Materials $15,740.00

BAXTER & WOODMAN, INC.
2020 HOURLY BILLING RATES AND EXPENSE ITEMS
FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	$210
Vice President	$195
Engineer IV to V	$160 to $180
Engineer I to III	$100 to $140
Engineering Intern	$60
Engineering Tech IV to V	$135 to $145
Engineering Tech I to III	$90 to $120
Environmental Scientist IV to V	$125 to $150
Environmental Scientist I to III	$80 to $100
Professional Surveyor	$150
Survey Manager	$120
Surveyor, Project	$100
GIS Manager	$160
GIS Techician to Specialist to Coordinator	$105 to $140
CADD Manager	$130
CADD Tech I to III	$60 to $130
Administrative Support I to III	$85
Marketing Professional I to III	$120
Accounting Professional I to III	$85

Hourly rates for inspection services do not include any overtime.

The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.

Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.

Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.

Company-owned/leased vehicle usage will be reimbursed at a rate of $65.00 per diem or $32.50 per half diem.

Traffic Counters $50/day.

Miovision Traffic System usage will be reimbursed at a rate of $600.00 per diem and $24.00 per hour processing.

Sub-consultant costs will be reimbursed at their invoice costs plus 5%

Unmanned Aircraft System (Drone) Units will be reimbursed at a rate of $2,000.00 per day.

Flow Meter Units will be reimbursed at a rate of $750.00 per month.

SOIL AND MATERIAL CONSULTANTS, INC.

Office: 847-870-0544
Fax: 847-870-0661
us@soilandmaterialconsultants.com
www.soilandmaterialconsultants.com

November 20, 2019
Proposal No. 17,965

Mr. Matthew Abbeduto, P.E.
Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, IL 60448

Re: Soil and Construction Material Testing
FAU Route 1603 – 151st Street
Orland Park, Illinois

Dear Mr. Abbeduto:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager and provide QA jobsite testing. IDOT is to provide QA plant testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of $15,740.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid T. Steinbach, P.E.
Director of Engineering

RTS:dd

Proposal Accepted By:

Client _____

Street _____

Town _____ State _____ Zip Code _____

Phone ( ) _____ E-Mail Address _____

Signature _____ Position _____

Printed Name _____ Date _____

Proposal No. 17,965
Re: FAU Route 1603 – 151st Street
Orland Park, Illinois

SOIL AND MATERIAL CONSULTANTS, INC. SCHEDULE OF FEES

Effective 1-1-19 BITUMINOUS CONCRETE

Service	Estimated Units		Fee			Cost
Field Testing						
Technician with Nuclear Gauge	40	hours	$ 85.00 340.00	/hour /day min.	$	3,400.00
Laboratory Testing						
Unit Weight – cores	50	each	$ 25.00	each	$	1,250.00
Engineering						
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	4	hours	$ 140.00	/hour	$	560.00
			Estimated Cost:		$	5,210.00

Estimates:

Item	Tons	Est. Contractor Working Days	Est. Days - 20% QA
HMA Surface, N50	51	--	--
Class D Patches	31	--	--
Full Depth Asphalt 10"	8,985	15	--
Full depth Driveway 6"	60	--	--
Full depth Driveway 8"	428	0.5	--
Total:	9,555	15.5	--

Billing Notes: Hourly Charges: Portal To Portal
Weekdays over 8 hours/day: Hourly Rate x 1.5
Saturdays: Hourly Rate x 1.5
Sundays: Hourly Rate x 2.0

Proposal No. 17,965
Re: FAU Route 1603 – 151st Street
Orland Park, Illinois

SOIL AND MATERIAL CONSULTANTS, INC. SCHEDULE OF FEES

Effective 1-1-19 PORTLAND CEMENT CONCRETE

Service	Est. Work Units			Fee			Cost
Field Testing							
Technician - includes temperature, slump, air and cylinders	64	hours	$	85.00 340.00	/hour /day min.	$	5,440.00
Cylinder Pick-up	8	hours	$	85.00	/hour	$	680.00
Laboratory Testing							
Cylinder Compressive Strength	64	each	$	15.00	each	$	960.00
Engineering							
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	5	hours	$	140.00	/hour	$	700.00
					Estimated Cost:	$	7,780.00

Estimates:

Item	Quantity	CY	Est. Contractor Working Days	Est. Days - 20% QA	Cyls.
PCC Combined C & G	9,800 Ft.	545	7	2.0	16
PCC Sidewalk 5"	22,705 Ft²	351	6	1.5	12
PCC Driveway 8"	656 Yd.²	146	4	1.0	8
PCC Pavement 9"	335 Yd.²	84	2	0.5	4
Concrete Foundation	125 Ft.	74	5	1.5	12
Handhole	15 ea.	60	4	0.5	4
PCC Sidewalk 6"	600 Ft.²	11	–	–	–
PCC Sidewalk 8"	2,325 Ft.²	58	2	0.5	4
Concrete Median 4"	5,750 Ft.²	71	2	0.5	4
Total:		1,400	32	8	64

Billing Notes: Hourly Charges: Portal To Portal
Weekdays over 8 hours/day: Hourly Rate x 1.5
Saturdays: Hourly Rate x 1.5
Sundays: Hourly Rate x 2.0

Proposal No. 17,965
Re: FAU Route 1603 – 151st Street
Orland Park, Illinois

SOIL AND MATERIAL CONSULTANTS, INC. SCHEDULE OF FEES

Effective 1-1-19 AGGREGATE AND SOIL

Service	Est. Work Units			Fee			Cost
Field Testing							
Technician (3 trips @ 8 hrs.)	24	hours	$	95.00 360.00	/hour /day min.	$	2,280.00
Material Pick-up	2	hours	$	95.00	/hour	$	190.00
Laboratory Testing							
Sieve Analysis – washed		each	$	70.00	each	$	If Needed
Standard Proctor		each	$	160.00	each	$	If Needed
Modified Proctor		each	$	170.00	each	$	If Needed
Engineering							
Senior Engineer (P.E.) - includes project administrations field/laboratory engineering, consultation and report review	2	hours	$	140.00	/hour	$	280.00
					Estimated Cost:	$	2,750.00

Billing Notes: Hourly Charges: Portal To Portal
Weekdays over 8 hours/day: Hourly Rate x 1.5
Saturdays: Hourly Rate x 1.5
Sundays: Hourly Rate x 2.0

REQUIRED FORMS

ORLAND PARK

PROPOSAL SUMMARY SHEET
RFP # 19-027
151st Street from West Avenue to Ravinia Avenue
Phase III – Construction Engineering Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Baxter & Woodman, Inc.

Street Address: 8840 West 192nd Street

City, State, Zip: Mokena, IL 60448

Contact Name: Matt Abbeduto

Phone: (815) 444-3352 Fax: (708) 478-8710

E-Mail address: mabbeduto@baxterwoodman.com

Proposal Total: $ 396,928

Signature of Authorized Signee:

Title: Vice President, Construction Services

Date: December 6, 2019

ACCEPTANCE: This proposal is valid for one hundred and twenty (120) calendar days from the date of submittal.

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned John V. Ambrose, as President/CEO
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification) and on behalf of Baxter & Woodman, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [x] No [ ]

Federal Employer I.D. #: 36-2845242
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

__ Sole Proprietor
__ Independent Contractor *(Individual)*
__ Partnership
__ LLC
x Corporation Illinois (*State of Incorporation*) February 1, 1969 (*Date of Incorporation*)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No [ ]

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-Rigging" or "Bid-Rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes [x] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public Contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes** [x] **No** [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:** **Yes** [x] **No** [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

John V. Ambrose

Signature of Authorized Officer

John V. Ambrose

Name of Authorized Officer

President/CEO

Title

December 6, 2019

Date

REFERENCES

ORGANIZATION	City of Aurora
ADDRESS	77 South Broadway
CITY, STATE, ZIP	Aurora, IL 60507
PHONE NUMBER	(630) 256-3200
CONTACT PERSON	Roopa Anjanappa
DATE OF PROJECT	4/16/18 - 9/1/19

ORGANIZATION	City of Lockport
ADDRESS	222 East Ninth Street
CITY, STATE, ZIP	Lockport, IL 60441
PHONE NUMBER	(815) 838-0549 ext. 2313
CONTACT PERSON	Brent Cann
DATE OF PROJECT	2/1/2019-7/2/2019

ORGANIZATION	McHenry County Division of Transportation
ADDRESS	16111 Nelson Road
CITY, STATE, ZIP	Woodstock, IL 60098
PHONE NUMBER	(815) 334-4969
CONTACT PERSON	Jeff Young
DATE OF PROJECT	4/18/18-3/31/22 (est.)

Proposer's Name & Title: Dennis Dabros, Vice President of Construction Services

Signature and Date: December 6, 2019

ORLAND PARK

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY
$1,000,000 – Each Accident $1,000,000 – Policy Limit
$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence $2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)
$2,000,000 – Each Occurrence $2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY
$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer.

ACCEPTED & AGREED THIS 6th DAY OF December, 20 19

Signature
John V. Ambrose, President/CEO
Printed Name & Title

Authorized to execute agreements for:
Baxter & Woodman, Inc.
Name of Company

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
650 Dundee Road
Suite 170
Northbrook IL 60062

CONTACT NAME:
PHONE (A/C, No, Ext): (847) 412-1414 FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
BAXTER & WOODMAN, INC
8678 RIDGEFIELD ROAD
CRYSTAL LAKE IL 60012

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Ins Co	20508
INSURER B: Continental Insurance Company	
INSURER C: Continental Casualty Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL18122196438 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X primary/non contributory X subj to written contract GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER:			6045872351	1/1/2019	1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $ $	1,000,000 1,000,000 15,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			6045872348	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			6045872365	1/1/2019	1/1/2020	EACH OCCURRENCE AGGREGATE $	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		6045872379	1/1/2019	1/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liability			AEH591900841	1/1/2019	1/1/2020	Per Claim Aggregate		$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All projects of the named insured subject to policy terms & conditions.

CERTIFICATE HOLDER

Baxter & Woodman, Inc.
8678 Ridgefield Rd.
Crystal Lake, IL 60012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael Christian/CID

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ACORD 25 (2014/01)
INS025 (201401)

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