
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2019-R-064

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND BAXTER AND WOODMAN FOR LAGRANGE ROAD UTILITY ENGINEERING**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND BAXTER AND WOODMAN ENGINEERING
FOR LAGRANGE ROAD UTILITY ENGINEERING**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Baxter and Woodman Engineering, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

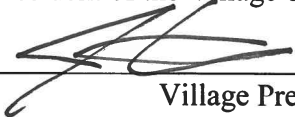
ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

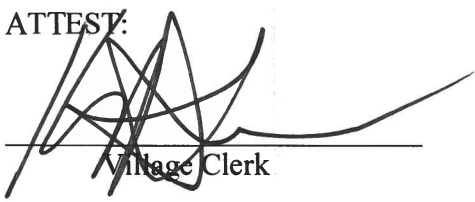
NAYS: None

ABSENT: None

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.



Village President

ATTEST:


Village Clerk

EXHIBIT 1

**CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND BAXTER AND WOODMAN FOR
LAGRANGE ROAD UTILITY ENGINEERING**

June 11, 2019

Mr. Colby Zemaitas
Village Engineer
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

Subject: Village of Tinley Park – LaGrange Road Utilities

Dear Mr. Zemaitas,

The Village of Tinley Park is planning to provide water and sewer service to undeveloped parcels within the LaGrange Road corridor between 179th Street and old 183rd Street. Baxter & Woodman is pleased to submit this proposal to complete route investigation and design services for the LaGrange Road Utilities project.

Project Summary

The Project consists of providing public utility service to the parcels of land between 179th Street and 183rd Street, and between LaGrange Road and 94th Street. Sanitary sewers and water mains will be extended from their existing termini at the south end of the parking lot of the Moraine Valley Community College south to 183rd Street. Crossings of 183rd Street would be made by trenchless methods. The proposed water main would be looped east along 183rd Street to 94th Street.

Scope of Services

The following outlines our scope of services and our engineering fee to prepare a route investigation and prepare design documents for the Village.

Design Services

1. PROJECT MANAGEMENT – Plan, schedule and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
2. UTILITY ROUTING INVESTIGATION – Review existing studies, sanitary sewer/water main locations and elevations, and proposed development areas. Prepare Technical Memorandum detailing recommended routes for proposed sanitary sewer and water main, service to abutting properties, exhibits showing the proposed improvements, easement locations, description of the permits required, and Preliminary Opinion of Probable Cost. Attend up to three meetings with Village staff and parcel owners to discuss the project.

3. PROJECT MEETINGS – Conduct up to three meetings with Village staff at times during final design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will normally consist of a Kickoff Meeting, one meeting at approximately 50 percent completion, and one final meeting at 90 percent completion.
4. TOPOGRAPHIC SURVEY – Perform a topographic survey of the project limits of natural and man-made features along the utility routes to develop base sheets for Project Drawings. Sewer pipe diameters and invert elevations will be collected. We have assumed the topographic survey can be completed prior to crops in the farm field interfering with the work.
5. UTILITIES – CONTACTS AND COORDINATION
 - A. Conduct a Design Stage Locate with JULIE, which consists of obtaining names and telephone numbers of utilities located within the work areas.
 - B. Contact utilities, obtain atlases where available, and provide preliminary Drawings to utility companies for their markup and return.
6. DESIGN
 - A. DRAWINGS – Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work for the Project to be furnished and performed by the Contractor selected by the Village. Make revisions based on comments from Village staff.
 - B. SPECIFICATIONS – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate for the Project. Provide final specifications to Village upon completion of design.
 - C. SITE VISITS FOR DESIGNERS – Conduct site visits by designers of utilities to clarify any discrepancies on the Drawings, select final routes for pipelines, and investigate pipe installation methods.
 - D. CAD FOR DETAILED DESIGN – Provide detailed computer aided drafting of sanitary sewer, water main and appurtenance locations, and construction requirements. Indicate location of utilities from best available records. Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings. Provide CAD files to Village upon completion of design.
 - E. GEOTECHNICAL COORDINATION - Coordinate the selection of a geotechnical subconsultant to conduct soil borings, collect and analyze soil samples, determine groundwater levels and prepare a written report for structural design in accordance with the request for proposal. An allowance of \$6,000 has been included in the

Compensation total fee for the geotechnical work required for five soil borings and report.

- F. PEER AND CONSTRUCTABILITY REVIEWS – Conduct QA/QC peer reviews of Drawings and specifications. Utilize Construction Department personnel to provide a review of drawings and specifications. Make revisions based on comments from both engineering and construction departments.
- G. ENGINEER'S OPINION OF PROBABLE COST – Prepare a final opinion of probable total Project cost including construction cost, contingencies, construction engineering services, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and administrative services or other costs necessary for completion of the Project.
7. EASEMENT AND PLAT WORK
- A. Utilize our registered land surveyor to investigate existing property ownerships, existing easements, and dedicated rights-of-way. Obtain title commitments for the properties requiring easements.
- B. Prepare preliminary plats of easement for the Village to utilize in obtaining easements.
- C. Prepare up to four easement plats as directed by the Village, and record easement plats.
8. PERMITS
- A. Submit the design documents and permit applications to the following agencies for a permit to construct, own, and operate the Project.
- IEPA Department of Public Water Supply
 - IEPA Division of Water Pollution Control
 - Metropolitan Water Reclamation District of Greater Chicago
9. PROJECT BID
- A. ASSISTANCE TO BIDDERS - Set bid dates with Village, create Advertisement for Bids (AFB), provide AFB to Village for publication. Answer bidder's questions during bid period.
- B. ADDENDUMS - Issue necessary addenda to all plan holders as necessary.
- C. BID TABULATION AND LETTERS OF RECOMMENDATION - Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible. Issue a Letter of Recommendation to Award a construction contract to the Owner for their action.

Design services do not include easement negotiation, subsurface utility engineering, coordination of special assessments, wetland delineation and permitting, or documentation to comply with loan or grant requirements.

Engineering Fee

Our engineering fee for the above-outlined scope of services shall be based on the following amounts:

Items A and B:	\$7,700
Item C:	\$7,200
Item D:	\$1,600 per parcel (4 max)
Item E:	\$7,200
Item F and G:	\$48,100
Item H:	\$1,800 (Estimated T&M cost)
OVERALL COST	\$78,400

Thank you for the opportunity to submit our proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact me if you should have any questions or need additional information.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Sean E. O'Dell, P.E.
Vice President

Attachment

VILLAGE OF TINLEY PARK, IL

ACCEPTED BY: _____

TITLE: Village President

DATE: 6-18-2019

STANDARD TERMS AND CONDITIONS

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

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

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

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

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

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability: \$1 million per claim	Professional Liability:	\$5 million per claim
\$2 million aggregate		\$5 million aggregate
Automobile Liability: \$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-064, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER AND WOODMAN ENGINEERING FOR LAGRANGE ROAD UTILITY ENGINEERING,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.



KRISTIN A. THIRION, VILLAGE CLERK