

# **NOTICE OF SPECIAL MEETING OF THE PUBLIC WORKS COMMITTEE**

A Special Meeting of the Public Works Committee is scheduled for  
Tuesday, June 18, 2019 beginning at 7:15 p.m. in the

Council Chambers located at the  
Village Hall of Tinley Park  
16260 South Oak Park Avenue  
Tinley Park, Illinois

A copy of the agenda for this meeting is attached hereto and can be found at  
[www.tinleypark.org](http://www.tinleypark.org).

Kristin A. Thirion  
Clerk  
Village of Tinley Park

**NOTICE OF A MEETING**  
**OF THE PUBLIC WORKS COMMITTEE**

Notice is hereby given that a meeting of the Public Works Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 7:15 p.m. on Tuesday, June 18, 2019, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. DISCUSS LAGRANGE ROAD UTILITY ENGINEERING PROPOSALS.
3. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK



# Interoffice Memo

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**Date:** June 14, 2019

**To:** David Niemeyer – Village Manager  
Brad Bettenhausen – Village Treasurer  
Kevin Workowski, Public Works Director

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** LaGrange Road Utility Engineering Proposal

Prepared for June 18, 2019 Public Works Committee Meeting for consideration and possible action:

Description: The Village has been in the process of extending watermain and sanitary sewer west towards LaGrange Road for over a year now in order to provide the necessary utility services to the undeveloped parcels for future development. The Village is planning to have a Master Plan prepared by one of our engineering consultants.

We received two (2) proposals from Robinson Engineering (\$149,000.00) and Baxter & Woodman, Inc. (\$78,400.00) for their engineering services. Each engineering firm researched and provided proposals based on the same services that need to be provided in order to complete the project. Those services include utility sizing, topographic surveys, routing of utilities, options for the utility alignments, drawings and specifications as well as an engineer's opinion of probable construction costs.

The proposal provided by Baxter & Woodman, Inc. is in the amount of \$78,400.00.

Budget / Finance: Funding is budgeted for in the FY20 Budget.

Budget Available:	\$170,000.00 (CIP20-60-00-001)
B&W Proposed Proposal Cost:	<u>\$ 78,400.00</u>
Difference (under budget)	\$ 91,600.00

Staff Direction Request:

1. Approve proposal and recommend awarding the Engineering Services in the amount of \$78,400.00 to Baxter & Woodman, Inc.
2. Direct Staff as necessary.

Attachments

1. B&W Proposal dated 6/11/19



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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO. 2019-R-064**

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

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**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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**RESOLUTION NO. 2019-R-064**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND BAXTOR 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 Baxtor 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 18<sup>th</sup> day of June, 2019, by the Corporate Authorities of the Village of Tinley Park  
on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 18<sup>th</sup> day of June, 2019, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

# EXHIBIT 1

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 BAXTOR 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 18<sup>th</sup> day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

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 179<sup>th</sup> Street and old 183<sup>rd</sup> 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 179<sup>th</sup> Street and 183<sup>rd</sup> Street, and between LaGrange Road and 94<sup>th</sup> 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 183<sup>rd</sup> Street. Crossings of 183<sup>rd</sup> Street would be made by trenchless methods. The proposed water main would be looped east along 183<sup>rd</sup> Street to 94<sup>th</sup> 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
<u>Item H:</u>	<u>\$1,800 (Estimated T&amp;M cost)</u>
<b>OVERALL COST</b>	<b>\$78,400</b>

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: \_\_\_\_\_

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

## 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.



*Municipal Expertise. Community Commitment.*

Jennifer S. Prinz, PE  
Direct Line: (708) 210-5687  
Email: [jprinz@reltd.com](mailto:jprinz@reltd.com)

May 29, 2019

Project 19-R0055

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477

Attn: Mrs. Paula Wallrich, AICP- Director of Community Development

RE: Proposal for Professional Engineering Services  
LaGrange Road Sanitary Sewer and Water Main Extension

Dear Mrs. Wallrich:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the sanitary sewer and watermain extensions to serve parcels in the undeveloped Cook County parcels within the LaGrange Road corridor between 179<sup>th</sup> Street and old 183<sup>rd</sup> Street. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

## **1. PROJECT OVERVIEW**

The Village of Tinley Park intends to extend the existing 12-inch diameter water main and 15-inch diameter sanitary sewer between 179<sup>th</sup> Street and old 183<sup>rd</sup> Street to help serve the undeveloped Cook County parcels in the area between LaGrange Road and 94<sup>th</sup> Avenue. A couple of options have been explored as detailed in the preliminary investigation memo prepared by REL on July 25, 2018. The water main and sanitary sewer will be located within the limits of the existing roadway right of way (179<sup>th</sup> Street and Old 96<sup>th</sup> Avenue/LaGrange Road) OR within utility easements obtained from several privately-owned parcels. Minimal impact to pavement is anticipated at this time as any crossings of 183<sup>rd</sup> Street will be augured.

## **2. SCOPE OF SERVICES**

### **A. Project Initiation and Organization Meeting**

REL has already conducted a preliminary investigation of the routing options and provided this information to the Village. As a follow up to this meeting, REL will provide the Village with the necessary assistance to determine which option is the most viable based on the Village's contact with the current landowners. REL will provide exhibits and attend up to 3 meetings as necessary with the Village and parcel owners to discuss the project.

## **B. Site Visit**

Once the final routing is chosen, a site visit will be conducted by the project's design engineer. Photographs of the areas in which the proposed sanitary sewer and water mains are to be installed will be taken to document existing conditions. This site visit will supplement the information that REL has already gathered during the preliminary investigation and discussed in our project initiation meeting in addition to supplementing the topographic survey to be acquired by REL. It is our strong opinion gained through experience on similar projects that meticulous data gathering, on-site experience, and face-to-face conversations with Village staff by the design engineer are key components in a successful design process.

## **C. Topographic Survey**

Once the final routing is chosen, REL will set horizontal and vertical control points for design, topographic, and construction surveys. REL will perform field survey work to locate all surface features within the project area in order to prepare a detailed topographic survey for the installation area. Existing utilities that are visible at the surface will be located and documented in the topographic survey for use in design. Any Village storm sewer and sanitary sewer within the project area will have lids opened and inverts measured and documented. All other public utilities within the project area will be located only if marked at the surface by the respective utility or J.U.L.I.E. REL will not perform potholing or Subsurface Utility Engineering as part of this scope of services.

REL will determine approximate ROW information based on tax maps, county deeds and record subdivision plats already in our possession. A detailed Boundary Survey and title searches for each lot along the project corridor is not include in this scope of service.

REL will prepare topographic survey basemaps sufficient for the engineering plan development as discussed below.

## **D. Preparation of Easement Documentation**

Depending on the final routing selected, REL will prepare any necessary easements for the privately-owned parcels including coordination with the Village attorney, title retrieval, easement language preparation, plat preparation and recording as necessary. It is anticipated this would cost \$2,500 per PIN for a maximum of \$10,000.

## **E. Soil Borings and Sampling**

REL will arrange to have our subconsultant drill borings for the project at appropriate intervals along the improvement. The borings will be extended to a depth of 15-30 feet. The subsurface exploration will be performed with a truck-mounted drill rig, utilizing continuous flight hollow stem auger to advance the test holes. Soil samples will be secured by the Standard Penetration Test method at 2.5-foot intervals to the termination depth of the borings. Groundwater level observations will be noted during the drilling activities and in the open bore holes upon completion. Laboratory visual classification and other testing will be performed to determine the behavioral characteristics of the subsurface materials encountered. In addition, soil samples will be tested accordingly at an environmental testing laboratory for soil classification for landfill clarification that may be used during construction.

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis, presented in a written report describing the soil and groundwater conditions along the sanitary sewer and water main alignment.

#### **F. Preparation of Engineering Plans and Specifications**

Based on the above data gathered, the design will proceed and contract documents will be prepared. The sanitary sewer will be designed in accordance with the requirements of IEPA's Illinois Recommended Standards for Sewage Works, Parts 370.300-370.350 as well as the Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). The water main will be designed in accordance with Part 8 – Distribution System Piping and Appurtenances of the Recommended Standards for Water Works, along with Village standards. Coordination with utility companies will be performed during the design.

REL will prepare final engineering plans, construction specifications, bidding/contract documents, and an engineer's probable cost of construction. REL will meet with Village staff to review the 50% complete design documents. REL will again meet with Village staff to review the 90% complete design documents. The Village's comments will then be integrated to produce final design documents released for bidding.

#### **G. Regulatory Agency Coordination & Permitting**

Permitting and coordination will be required with the Illinois Environmental Protection Agency (IEPA) and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) in order to obtain a construction permit. In addition, depending on the final routing, coordination with the Cook County Department of Transportation and Highways (CCDOH) and the Illinois Department of Transportation may be required. REL will assist the Village in preparing necessary permit application forms and obtaining a permit from the IEPA and MWRDGC.

#### **H. Project Bidding**

Once the project is designed and permitted then the project will be bid. REL will provide the Village with the contract documents for bidding. REL will assist the Village in the receipt and evaluation of proposals and the awarding of the construction contract. REL will assist the Village staff by attending the bid opening, preparing the bid tabulation, evaluating the bid proposals, and providing a recommendation for award of the contract.

### **3. PAYMENT TERMS**

**Item A and B:** REL proposes a lump sum fee of **\$5,000**

**Item C:** REL proposes a lump sum fee of **\$22,000**

**Item D:** REL proposes a lump sum fee of **\$2,500 per parcel for a maximum fee of \$10,000**

**Item E:** REL proposes an estimated fee of **\$19,000**. *Actual subconsultant costs will be passed on to the Village with no mark up.*

**Item F and G:** REL proposes a lump sum fee of **\$88,000**

**Item H:** REL proposes time and materials rates with an estimated fee of **\$5,000** (REL will not proceed with additional work above the \$5,000 estimate without written authorization from the Village)

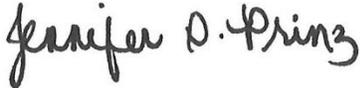
This fee of **\$149,000** is based on our understanding of the project and experience with similar projects.

**4. STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Please let me know if you have any questions or concerns. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (708) 210-5687 or email me at [jprinz@reltd.com](mailto:jprinz@reltd.com) with any questions regarding this proposal, or if any additional information is needed.

Respectfully yours,  
**ROBINSON ENGINEERING, LTD.**



Jennifer S. Prinz, PE, CFM  
Director of Engineering  
JSP/  
Encl.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name, Title

**ROBINSON ENGINEERING, LTD ("REL")**  
**STANDARD TERMS AND CONDITIONS**

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

**OPINION OF PROBABLE COSTS** - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

**REUSE OF PROJECT DELIVERABLES** - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**MUTUAL WAIVER** – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, 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.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - 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 Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – 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 to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**PUBLIC  
COMMENT**

**ADJOURNMENT**