

TASK ORDER

Task Order No. 23-12

In accordance with Section 2 of the Agreement between the Village of Oak Park (hereinafter referred to as the "Village") and Baxter & Woodman, Inc. (hereinafter referred to as the "Consultant") for Professional Engineering Services, dated September 21, 2021 (the "Agreement"), the Village and Consultant agree as follows:

1. **Project:**

Design and Construction Services Engineering for the North and South Pumping Stations Pump Rebuild and Check Valve Replacement Project 23-12

2. **Services of Consultant:**

A. **Basic Services:**

Engineering design and construction services to assist the Village with rebuilding of the two pit pumps at both the North and South Pumping Stations, and replacement of three of four existing outlet check valves.

B. **Additional Services:**

See Attachment A for detailed Scope of Services.

3. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations:

IEPA Construction & Operating Permit

4. **The date of execution of this Task Order by the Village.**

5. **Task Order No. 23-12 Completion Date:**

X Design – 180 days following the Commencement Date plus extensions, if any, authorized by a change order issued pursuant to Section 3.2 of the Agreement. Construction Engineering completion – TBD (dependent on Contractor and Supplier availability)

6. **Submittal Schedule**

Submittal for review:

| | |
|------------|---------|
| 30% Design | Month 2 |
| 60% Design | Month 3 |
| 90% Design | Month 4 |
| Final | Month 5 |

7. **Key Project Personnel:**

| Names: | Telephone and Email: |
|---|----------------------|
| Sean O'Dell sodell@baxterwoodman.com | 815-444-4438 |
| Harry Harman hharman@baxterwoodman.com | 815-444-3235 |
| Timothy Chan tchan@baxterwoodman.com | 815-444-4968 |
| Construction TBD | |

8. **Contract Price.**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed Sixty-nine thousand four hundred dollars (\$69,400) [\$43,900 Design, \$25,500 Construction Services] except as adjusted by a change order issued pursuant to Section 3.2 of the Agreement.

9. **Payments:**

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth in the Agreement, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, the Village or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, the Village shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

10. **Modifications to Contract:**

None

11. **Attachments:**

Attachment A – Detailed Scope of Services

12. **Designated Representative for Task Order:**

If to the Village:

Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302
Email: mckenna@oak-park.us

If to the Consultant:

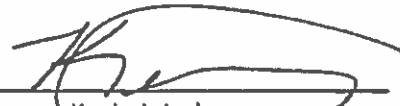
Sean E. O'Dell, PE
Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake, IL 60012
Email: sodell@baxterwoodman.com

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be signed by their duly authorized representatives on the dates set forth below. Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Agreement.

VILLAGE OF OAK PARK

BAXTER & WOODMAN, INC.


By: Kevin J. Jackson
Its: Village Manager


By: Sean E. O'Dell, PE
Its: Vice President

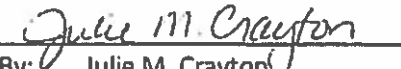
Date: October 18, 2022

Date: October 4, 2022

ATTEST:

ATTEST:


By: Christina M. Watters
Its: Village Clerk


By: Julie M. Crayton
Its: Deputy Secretary

Date: 10/19, 2022

Date: October 4, 2022

REVIEWED AND APPROVED
AS TO FORM


OCT 17 2022
LAW DEPARTMENT

Attachment A

DESIGN SCOPE OF SERVICES

1. PROJECT ADMINISTRATION AND MEETINGS

- A. Plan, schedule and control the activities necessary to complete the project. These activities include budget, schedule, scope, and performance.
- B. Confer with the Village Staff, from time to time, to clarify progress of the project and discuss changes to the project scope.
- C. Arrange and attend six (6) virtual meetings using MS Teams with Village's staff and one (1) in-person meeting with Village Staff and prospective bidder. Meetings may be virtual if needed.
 - (1) Kickoff meeting (virtual).
 - (2) Preliminary design review meeting (virtual).
 - (3) Final design review meeting (virtual).
 - (4) Prebid Conference meeting (site meeting).

2. PRELIMINARY DESIGN

- A. Make a site visit to both the North and South Pumping stations to take measurements to confirm accuracy of Drawings provided by the Village as well as assess existing conditions that might affect the rebuilding of the pumps and installation of the new check valves.
- B. Contact local representative of the existing pump manufacturer to determine recommended rebuild procedure for the model of the existing pumps as well as cost and availability of parts.
- C. Review available space to install a new low headloss check valve. Select valve to work in tandem with the pumps for efficient operation.
- D. Work with Village Staff to determine most desirable check valve to be utilized.
- E. Review condition of the existing motorized isolation gate valves and determine if potentially leaking valves should be replaced.
- F. Prepare preliminary drawings of pipe and pump layout showing existing and proposed check valves.
- G. Prepare preliminary opinion of probable construction costs.

3. FINAL DESIGN

- A. Prepare final design drawings showings pipe layout, details, and technical specifications for the removal and installation of the new check valves and pump rebuilding procedure.
- B. Prepare final opinion of probable construction costs.
- C. Furnish the Village with digital copy of Drawings in PDF format for solicitation of proposals.

4. IEPA PERMIT ACQUISITION

- A. Prepare all required documents including detailed drawings and specification and submit documents to the IEPA for review, approval, and issuance of a Construction Permit for the four pumps.
- B. Work with IEPA reviewers to secure the IEPA Construction Permit.
- C. Provide the Village with a digital copy of the drawing approved by the IEPA.

5. BIDDING ASSISTANCE

- A. Provide the Village with a list of qualified bidders for solicitation of construction bids.
- B. Attend a pre-bid conference with interested contractors to provide "firsthand" knowledge of site conditions that could affect the construction.
- C. Respond to the bidders' questions on the construction contract and design documents. Issue a maximum of two (2) addendum revising construction contract and/or design documents as necessary including the addendum following the pre-bid conference.
- D. Make an analysis of the bids received by the Village and submit recommendations for the award of construction contract.

Owner Responsibilities:

- a) Furnish copies of available previous drawings of the building interior including pump and pipe configuration.
- b) Furnish copies of the existing pumps and motors as well as information on the recently replaced check valve.

CONSTRUCTION SCOPE OF SERVICES

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

2. PROJECT INITIATION

- A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
- B. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

3. CONSTRUCTION ADMINISTRATION

- A. Attend up to three (3) periodic construction progress meetings.
- B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. 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 contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- C. Review construction record drawings for completeness prior to submission to CADD.
- D. Prepare up to one (1) construction contract change orders and work directives when authorized by the Owner.
- E. Review up to four (4) Contractor's requests for payments as construction work progresses and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- G. Project manager or other office staff visit site as needed.

4. FIELD OBSERVATION – PART TIME

- A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer's office of not more than six (6) hours per regular weekday, not including legal holidays (approximately six (6) hours per week, for up to seventy-six (76) hours) 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.
- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor

and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts 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.

- C. Part-Time Field Observation provides that the Resident Project Representative will make Intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
 - D. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
 - E. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.
5. SUBSTANTIAL COMPLETION OF PROJECT
- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
 - B. Prepare Certificate of Substantial Completion.

6. COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.**
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.**
- C. Review the Contractor's requests for final payment and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.**
- D. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.**

7. PROJECT CLOSEOUT – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

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