

RESOLUTION NO. 15-18

**A RESOLUTION AUTHORIZING ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF VILLA PARK AND BAXTER & WOODMAN
CONSULTING ENGINEERS FOR THE NORTH PRINCETON WATER MAIN
IMPROVEMENT PROJECT**

WHEREAS, the Village of Villa Park is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village of Villa Park has received a proposal from Baxter & Woodman Consulting Engineers to perform Phase II engineering services for the proposed North Princeton Watermain Improvement Project, which consists of field evaluation, plan preparation, specification writing, and bidding assistance, which services shall be completed at a cost not to exceed \$30,300; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with Baxter & Woodman Consulting Engineers as is more particularly set forth in a document styled "**Proposal for Design Services for the North Princeton Watermain Improvement Project**" a copy of which is attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

1. That the agreement styled "**Proposal for Design Engineering Services for the North Princeton Watermain Improvement Project**" attached Exhibit A be and the same is hereby approved and the Village Manager is hereby authorized and directed to execute same on behalf of the Village of Villa Park.

2. That this resolution shall be in full force and effect from and after its passage and approval according to law.

RESOLUTION NO. _____

PASSED AND APPROVED THIS 23rd DAY OF February, 2015.

VILLAGE OF VILLA PARK



President, Village of Villa Park

ATTEST:



Clerk, Village of Villa Park



ADOPTED this 23rd day of February, 2015, pursuant to a roll

call vote as follows:

AYES:	5
NAYS:	0
ABSENT:	1
ABSTAINING:	0

February 4, 2015

Mr. Vydas Juskelis, PE
Director of Public Works
Village of Villa Park
20 South Ardmore
Villa Park, IL 60181-2610

***Subject: Village of Villa Park – North Princeton Water Main Improvement Project
Proposal for Design Engineering Services***

Dear Mr. Juskelis:

Baxter & Woodman, Inc. is excited to have the opportunity to work with you on the Princeton Avenue water main improvement between Terrace Street and Ridge Road. Our staff will bring to this assignment the same energy and enthusiasm they served Villa Park with on previous street and infrastructure design efforts! This Proposal outlines our scope of services and engineering fee.

SCOPE OF SERVICES

Our proposed scope of design engineering services consists of field evaluation, plan and specification preparation, and bidding assistance. A detailed description of the services to be provided includes:

DESIGN ENGINEERING SERVICES

1. **PROJECT MANAGEMENT** – Plan, schedule, and control activities that must be performed to complete the Project including budget, schedule, and scope. Confer with Village staff and project team to ensure the goals of the Project are achieved, and to review available data. Attend one kick-off meeting with the Village to review the Project, establish Project criteria and establish clear lines of communication, and up to two progress meetings to review the Plans, Contract Proposal and Estimate of Cost.
2. **SITE VISITS FOR DESIGNERS** – Conduct site visits by designer(s) of water main during the design phase to clarify discrepancies on the plans, select routes for pipe, and investigate pipe installation methods.
3. **UTILITY COORDINATION** – Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
4. **TOPOGRAPHIC SURVEY** – Perform full topographic survey (water and roadway design quality) within the Project limits at 50-foot cross sections including driveways. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

5. CADD – Provide detailed computer-aided drafting of water main and appurtenances locations and construction requirements. Indicate location of utilities that can be obtained from utility company atlases. Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
6. PLANS – Design the proposed water main in compliance with Illinois Environmental Protection rules and obtain IEPA permit for construction and to avoid existing utilities. The water main plans will include existing and proposed alignments and locations of fire hydrants, typical service connections, valves, and connections to existing mains.
7. SPECIAL PROVISIONS – Prepare special provisions in accordance with IDOT Motor Fuel Tax (MFT) guidelines and Community Development Block Grant (CDBG) requirements (language and forms). Village Special Provisions will be provided by the Village.
8. PEER AND CONSTRUCTABILITY REVIEWS – Perform an in-house peer review of the pre-final plans and specifications. Utilize Construction Department personnel to provide a review of the drawings and specifications. Make corrections based upon comments from both engineering and construction departments.
9. OPINION OF PROBABLE COST – Prepare summary of quantities, schedules of materials, and an Engineer’s Opinion of Probable Construction Cost.

AGENCY PERMIT SUBMITTALS

10. IEPA/DPWS – Submit the design documents to the IEPA for the permit to construct, own, and operate the Project. Permit fees are not included in this Proposal.
11. CDBG – Submit specification to CDBG Program for approval. Attend one CDBG meeting at DuPage County.

PROJECT BID

12. ASSIST BIDDING (Two Bids) – Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract. The Project will be bid in two phases, one in 2015 and one in 2016.

PROJECT SCHEDULE

Notice to Proceed	February 2015
Preliminary Plan Set Complete	April 2015
Target Letting	May 2015

ENGINEERING FEE

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$30,300**.

If our Proposal is acceptable to you, **please indicate by signing below and returning a copy to our office**. The attached revised Standard Terms and Conditions apply to this proposal. This contract may be amended to add roadway improvement design by mutual agreement of both parties.

We appreciate the opportunity to work with the Village. If you have any questions, or require additional information, please contact Sean O'Dell at 815.459.1260 or sodell@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



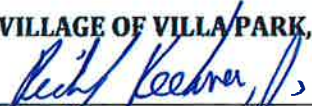
Derek J. Wold, P.E.
Vice President



John P. Mick II, PE, F-NSPE, F-ITE
Client Manager Villa Park

Attachment

VILLAGE OF VILLA PARK, ILLINOIS

ACCEPTED BY: 

TITLE: Village Manager

DATE: 2-27-15

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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) BW is not responsible for the acts of 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; (8) 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; (9) 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 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 the 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.