

April 22, 2014

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 –South Michigan Avenue Engineering Services Proposal

Dear Mr. Juskelis:

Baxter & Woodman, Inc. is excited to have the opportunity to work with you on the Michigan Avenue reconstruction between Park Boulevard and Madison Avenue. 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 preparation, specification writing, and bidding assistance. A detailed description of the services to be provided includes:

DESIGN ENGINEERING SERVICES

1. **MANAGE PROJECT** – Plan, schedule, and control activities that must be performed to complete the project including budget, schedule, and scope. Confer with Village staff, from time to time, to clarify and define the general scope, extent and character of the project and to review available data. Attend one kick-off meeting with the Village to review the PROJECT and 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. PRELIMINARY PLANS, SPECIAL PROVISIONS AND ESTIMATE OF COST

- **DATA COLLECTION** – Collect photographs of the existing conditions along the PROJECT route to assist with preparation of design drawings and exhibits. Obtain data of record, including utility atlas pages, to assist with the preparation of design drawings. Pavement cores/borings and subgrade recommendations will be provided by the Village.

- AGENCY COORDINATION - Coordinate the proposed improvements with regulatory agencies including DuPage County Highway Department and IEPA. Permit fees are not included in this proposal. Notify and coordinate the proposed improvements with utility companies.
- FIELD EVALUATION - Perform a field evaluation on the condition of existing sidewalks and driveways and calculate quantities of repair.
- TOPOGRAPHIC SURVEY - Topographic survey will be provided by the Village. Supplemental survey will be required for existing storm and sanitary manhole inverts. *Prevailing Wage*: It is not anticipated that the topographic survey services will require Prevailing Wage for Survey Worker to be paid to technicians performing the work. In the event it is determined that the design topographic survey is covered work under the Illinois Prevailing Wage Act (820 ILCS 130), the Engineers will negotiate an equitable increase in compensation with the Owner to meet the requirements of the Act.
- DRAINAGE AND UTILITY PLANS - Prepare the storm sewer design for the proposed improvements. Incorporate the proposed storm sewer, sanitary sewer, and water main designs for the PROJECT into the Drainage and Utility plan sheets. Mainline storm sewer size and location will be provided by the Village.
- PRELIMINARY GEOMETRIC PLANS - Prepare plans for the geometric plan and profile design for the proposed improvements.
- CROSS SECTION REVIEW - Review cross sections at 100-ft intervals and at cross streets and driveways for positive drainage. Compute earthwork calculations.
- WATER MAIN DESIGN - Design the proposed water main in compliance with Illinois Environmental Protection rules and obtain IEPA permit for construction.
- SANITARY SEWER REPAIRS - Review the combined sewer video inspection and determine the extent of necessary sewer repairs. Video to be provided by the Village.
- MAINTENANCE OF TRAFFIC PLAN - Prepare construction staging notes and typical sections to maintain local traffic flow through the Bike Path affected by the construction operations
- PROJECT DETAIL AND STANDARDS - Prepare a Cover Sheet, Typical Sections, and Standard Detail sheets. Village Standard Details will be provided by the Village.
- EROSION CONTROL PLANS - Design an erosion control plan for the PROJECT improvement. Coordinate the proposed improvements with the Soil and Water Conservation Agency and obtain a permit for the PROJECT.
- SPECIAL PROVISIONS - Prepare special provisions in accordance with IDOT Motor Fuel Tax (MFT) guidelines. Village Special Provisions will be provided by the Village.

- ESTIMATE OF COST - Prepare summary of quantities, schedules of materials, and an Engineer's Estimate of Probable Construction Cost.
- QC/QA – Perform an in-house peer review of the pre-final plans and specifications.

3. **FINAL PLANS, SPECIAL PROVISIONS AND ESTIMATE OF COST** - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost.

4. **ASSIST BIDDING** - 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.

PROJECT SCHEDULE

Notice to Proceed	May 2014
Preliminary Watermain Design Complete	June 2014
Preliminary Plan Set Complete	August 2014
Target Letting	February 2015

ENGINEERING FEE

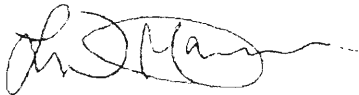
Our fee for the stated scope of design engineering services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs, which will not exceed \$85,000.

If our proposal is acceptable to you, **please indicate by signing below and returning a copy to our office.** The attached Standard Terms and Conditions apply to this proposal.

We appreciate the opportunity to work with the Village. If you have any questions, or require additional information, please contact me at 815.459.1260 or lhausmann@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Louis D. Hausmann, PE, PTOE
Vice President / COO

Attachment

VILLAGE OF VILLA PARK, ILLINOIS

Accepted by: 

Title: VILLAGE PRESIDENT

Date: April 28, 2014

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 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; (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
		\$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.

Village of Villa Park

Plan Number: 131011.40

Plan Name: South Michigan Avenue Improvement Preliminary Engineering Services

Level 2	Level 3	Emp	Work Code	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total				592.00	59,680.78	83,680.00	0.00	1,320.00	85,000.00
<none> Accounting Use Only (for Jobs with Limits)						0.00	0.00	0.00	0.00
TR100	Manage Project			8.00	1,120.00	1,120.00	0.00	1,320.00	2,440.00
		Thomas Slattery		8.00	1,120.00				
		(no work code)		8.00	1,120.00				
TR180	Preliminary Plans, Specifications and Cost Estimate			488.00	49,255.39	73,255.00	0.00	0.00	73,255.00
		TR400 Data Collection		8.00	680.00	680.00	0.00	0.00	680.00
		Adam Woods		8.00	680.00				
		(no work code)		8.00	680.00				
TR410	Agency Coordination			24.00	2,480.00	2,480.00	0.00	0.00	2,480.00
		Thomas Slattery		8.00	1,120.00				
		(no work code)		8.00	1,120.00				
		Adam Woods		16.00	1,360.00				
		(no work code)		16.00	1,360.00				
TR480	Field Evaluation			40.00	4,400.00	4,400.00	0.00	0.00	4,400.00
		Robert Gibbons		40.00	4,400.00				
		(no work code)		40.00	4,400.00				
TR530	Estimate of Cost			32.00	2,665.39	2,665.00	0.00	0.00	2,665.00
		Jonathan Miller		8.00	625.39				
		(no work code)		8.00	625.39				
		Adam Woods		24.00	2,040.00				
		(no work code)		24.00	2,040.00				
TR540	Preliminary Geometric Plans			72.00	6,920.00	6,920.00	0.00	0.00	6,920.00
		Kathleen Roberson		24.00	2,400.00				
		(no work code)		24.00	2,400.00				
		Thomas Slattery		8.00	1,120.00				
		(no work code)		8.00	1,120.00				
		Adam Woods		40.00	3,400.00				
		(no work code)		40.00	3,400.00				

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Plan Name: South Michigan Avenue Improvement Preliminary Engineering Services

Level 2	Level 3	Emp	Work Code	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
		Overall Project Total		592.00	59,680.78	83,680.00	0.00	1,320.00	85,000.00
	TR690 Cross Section Design			48.00	4,200.00	4,200.00	0.00	0.00	4,200.00
		Kathleen Roberson		8.00	800.00				
		(no work code)		8.00	800.00				
		Adam Woods		40.00	3,400.00				
		(no work code)		40.00	3,400.00				
	TR700 QC/QA			8.00	1,240.00	1,240.00	0.00	0.00	1,240.00
		Jason Fluhr		4.00	560.00				
		(no work code)		4.00	560.00				
		Craig Mitchell		4.00	680.00				
		(no work code)		4.00	680.00				
	TR710 Special Provisions			28.00	2,600.00	2,600.00	0.00	0.00	2,600.00
		Thomas Slattery		4.00	560.00				
		(no work code)		4.00	560.00				
		Adam Woods		24.00	2,040.00				
		(no work code)		24.00	2,040.00				
	TR740 Watermain Design			0.00	0.00	24,000.00	0.00	0.00	24,000.00
	TR780 Project Details and Standards			12.00	1,080.00	1,080.00	0.00	0.00	1,080.00
		Kathleen Roberson		4.00	400.00				
		(no work code)		4.00	400.00				
		Adam Woods		8.00	680.00				
		(no work code)		8.00	680.00				
	TR790 Maintenance of Traffic Plan			16.00	1,480.00	1,480.00	0.00	0.00	1,480.00
		Kathleen Roberson		8.00	800.00				
		(no work code)		8.00	800.00				
		Adam Woods		8.00	680.00				
		(no work code)		8.00	680.00				
	TR810 Drainage and Utility Plans			176.00	19,350.00	19,350.00	0.00	0.00	19,350.00
		Antia Mitchell		70.00	9,800.00				
		(no work code)		70.00	9,800.00				

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Plan Name: South Michigan Avenue Improvement Preliminary Engineering Services

Level 2	Level 3	Emp	Work Code	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total				592.00	59,680.78	83,680.00	0.00	1,320.00	85,000.00
		Kathleen Roberson	(no work code)	36.00	3,600.00				
		Adam Woods	(no work code)	70.00	5,950.00				
TR820	Erosion Control Plans		(no work code)	70.00	5,950.00				
		Kathleen Roberson		24.00	2,160.00	2,160.00	0.00	0.00	2,160.00
		Adam Woods		8.00	800.00				
		Kathleen Roberson	(no work code)	8.00	800.00				
		Adam Woods	(no work code)	16.00	1,360.00				
TR190	Final Plans, Specifications and Cost Estimate		(no work code)	16.00	1,360.00				
		Kathleen Roberson		72.00	6,920.00	6,920.00	0.00	0.00	6,920.00
		Thomas Slattery		72.00	6,920.00	6,920.00	0.00	0.00	6,920.00
TR720	Final Contract Plans and Contract Proposal		(no work code)	24.00	2,400.00				
		Kathleen Roberson		24.00	2,400.00				
		Thomas Slattery	(no work code)	24.00	2,400.00				
		Adam Woods	(no work code)	8.00	1,120.00				
		Adam Woods	(no work code)	8.00	1,120.00				
TR200	Assist Bidding		(no work code)	40.00	3,400.00				
		Adam Woods	(no work code)	40.00	3,400.00				
		Thomas Slattery		24.00	2,385.39	2,385.00	0.00	0.00	2,385.00
		Thomas Slattery	(no work code)	8.00	1,120.00				
		Barbara Tobin	(no work code)	8.00	585.39				
		Adam Woods	(no work code)	8.00	585.39				
		Adam Woods	(no work code)	8.00	680.00				
		Adam Woods	(no work code)	8.00	680.00				