

July 6, 2015

Mr. Vydas Juskelis, PE
Director of Public Works
Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

***Subject: Village of Villa Park – North Princeton Avenue Street Improvement
Phase II Engineering Services Proposal***

Dear Mr. Juskelis:

We are excited to continue working with you on the North Princeton Avenue improvements. This Proposal's execution allows Baxter & Woodman, Inc. to prepare Phase II Engineering plans, specifications, and estimates for street improvements.

LOCATION

The Village of Villa Park is proposing work on North Princeton Avenue from Terrace Street to Ridge Road for an approximate length of 2,200 feet.

PROJECT UNDERSTANDING

The work included in the project shall consist of completing Phase II Engineering plans, specifications and estimates for pavement reconstruction.

The construction of the North Princeton Avenue will utilize funds from the Village's Street Improvement Fund.

SCOPE OF SERVICES

1. Early Coordination and Data Collection

- *Data Collection: Obtain, review and evaluate the following information provided by the Village for use in design:*
 - Preliminary water main installation design CADD files
 - Utility Atlases
 - ROW, GIS and property data
 - Pavement Condition data
 - Sub-surface investigation data
- *Field evaluation: Perform a field evaluation of the condition of existing pavements, sidewalks, driveways, drainage structures, and curb and gutter. Estimate quantities of pavement repair. Observe and photograph the project area and immediate surroundings.*

- *Utilities:* Contact J.U.L.I.E. for potentially impacted utility companies. Initiate utility coordination by contacting utility companies that have facilities along the project limits and requesting utility atlas maps. Plot locations and sizes of existing utilities in electronic drawings.
2. Topographic Survey
 - No supplemental topographic survey is anticipated.
 3. Environmental Coordination and Permitting
 - *DuPage County Stormwater Certification:* The certification will be issued by Villa Park.
 - *NPDES, SWPPP, and IEPA:* Submittals are required for applicable NPDES permit, SWPPP, and NOI. Permit fees and processing through the stormwater variance procedures are not included in the scope of work.
 - *Clean Construction and Demolition Debris (CCDD):* The Contractor will provide testing during construction to comply with Form 663. CCDD testing and completion of Form 663 is not included in this scope and the amount of potentially contaminated soils will be determined during construction.
 4. Meetings and Public Involvement
 - *Meetings:* The following meetings are anticipated for this Project:
 - Village (2 total) (Kickoff, Pre-final)
 5. Geotechnical Report
 - *Pavement Cores and Soil Borings:* Will be provided by the Village.
 6. Plan Preparation
 - *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.
 - *Specifications:* Prepare special provisions in accordance with Village and IDOT guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.
 - *Roadway Design:* Prepare plan and profile sheets for roadway design including improvement limits, stations and offset callouts, label construction limit locations and right-of-way breaks, driveway repairs, curb & gutter and sidewalk improvements, utility structure adjustments, pavement marking, and note special instructions to the Contractor.

- *Drainage and Utilities Design:* Prepare the storm system design for the proposed improvements. Incorporate the storm sewer, sanitary sewer and water main designs into the Drainage and Utility plan sheets. It is assumed that the project outfalls will be maintained and not modified as part of this project. Water main was designed as a separate engineering services proposal (Baxter and Woodman project number 141151.40). The section from Terrace Street to Plymouth Street will be bid and constructed prior to the roadway reconstruction. The section from Plymouth Street to Ridge Road will be bid and constructed with the roadway reconstruction as a single project.
- *Sanitary Sewer Repairs:* Prepare the sanitary sewer design for the proposed improvements. Sewer will be video inspected and reviewed by others to determine the extent of necessary sewer repairs.
- *Cross Section Design:* Develop and analyze roadway cross sections at 100 ft. intervals and all cross streets and driveways. Compute earthwork calculations. Cross sections will not be included in contract plans.
- *Contract Plans and Documents:* Complete bidding documents to include the required plan sheets required including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Removals, Plan and Profile and Cross Sections. Complete Bid Contract Proposal to include the following forms: Notice to Bidders, Schedule of Prices, and Bid Bond Requirements. Pre-final (95%) and Final (100%) submittals are anticipated for this Project.
- *Utility Coordination:* Continue utility coordination by contacting utility companies that have facilities along the project limits. Submit pre-final plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.
- The following items are not included within the scope of this Project, but can be provided as additional services to the contract:
 - Permit Review fees
 - Plats and Legals
 - Environmental Studies (PESA, PSI, etc.)

7. QA/QC

- Perform in-house peer and milestone reviews by senior staff during pre-final and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

8. Assist Bidding

- Provide design assistance and clarification for bid documents. Assist the LA with coordination and scheduling during the bid process.

9. Manage Project

- Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the Project are achieved. Prepare and submit monthly invoices, and provide regular updates to the Village.
- *Deliverables:* The following is a list of anticipated final deliverables to the LA for this Project:
 - *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
 - *Electronic Record of Design files including agency correspondence, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate).*
 - *Contract Plans and Documents defined in the Scope of Services. Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

SCHEDULE OF PROJECT

Notice to Proceed	July 2015
Pre-Final PS&E to Village	August 2015
Final PS&E to Village	September 2015
Bid Letting (Local Letting)	September 2015

ENGINEERING FEE

Our engineering fee for the above stated scope of 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 in total will not exceed \$64,800. See Exhibits A and B for more detail. Should the Village require additional assistance, we will perform those additional services, upon written authorization, using the same billing rates.

If this proposal is acceptable to you, **please indicate by signing a copy of this letter and returning it to our office.** The attached Standard Terms and Conditions, and hourly Standard Billing Rates 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 jmick@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

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

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

Attachments

VILLAGE OF VILLA PARK, ILLINOIS

ACCEPTED BY:

TITLE: Village Manager

DATE: 7-21-15

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Village of Villa Park									
Plan Number: 141151.41									
Plan Name: VILPK - North Princeton Street Improvements									
Level 2	Level 3	Labor Category	Employee	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total				636.00	64,320.00	0.00	64,320.00	480.00	64,800.00
1	Early Coordination and Data Collection			88.00	8,480.00	0.00	8,480.00	180.00	8,660.00
	1.1	Data Collection		16.00	1,760.00	0.00	1,760.00	0.00	1,760.00
		Sr Engineer II	Thomas Slattery	8.00	1,120.00				
		Engineer I	Jonathan Miller	8.00	640.00				
	1.2	Field Evaluation - Street Improvement Program		64.00	6,080.00	0.00	6,080.00	180.00	6,260.00
		Engineer I	Jonathan Miller	32.00	2,560.00				
		Engr Tech III	Robert Hallock	32.00	3,520.00				
	1.3	Utilities		8.00	640.00	0.00	640.00	0.00	640.00
		Engineer I	Jonathan Miller	8.00	640.00				
2	Environmental Coordination and Permitting			20.00	1,840.00	0.00	1,840.00	0.00	1,840.00
		Sr Engineer II	Thomas Slattery	4.00	560.00				
		Engineer I	Jonathan Miller	16.00	1,280.00				
3	Meetings			36.00	3,920.00	0.00	3,920.00	100.00	4,020.00
		Sr Engineer II	Thomas Slattery	16.00	2,240.00				
		Engineer I	Jonathan Miller	16.00	1,280.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	4.00	400.00				
4	Plan Preparation			424.00	41,240.00	0.00	41,240.00	200.00	41,440.00
	4.1	Estimate of Cost and Time		48.00	4,800.00	0.00	4,800.00	0.00	4,800.00
		Sr Engineer II	Thomas Slattery	16.00	2,240.00				
		Engineer I	Jonathan Miller	32.00	2,560.00				
	4.2	Specifications		44.00	3,880.00	0.00	3,880.00	0.00	3,880.00
		Sr Engineer II	Thomas Slattery	8.00	1,120.00				
		Engineer I	Jonathan Miller	24.00	1,920.00				
		Clerical I	Barbara Tobin	12.00	840.00				
	4.3	Roadway Design		96.00	9,440.00	0.00	9,440.00	0.00	9,440.00
		Sr Engineer II	Thomas Slattery	16.00	2,240.00				
		Engineer I	Jonathan Miller	40.00	3,200.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	40.00	4,000.00				
	4.4	Drainage and Utilities Design		64.00	6,400.00	0.00	6,400.00	0.00	6,400.00
		Sr Engineer II	Anita Mitchell	16.00	2,240.00				
		Engineer I	Jonathan Miller	32.00	2,560.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	16.00	1,600.00				
	4.5	Sanitary Sewer Repairs		48.00	4,800.00	0.00	4,800.00	200.00	5,000.00
		Sr Engineer II	Sean O'Dell	8.00	1,120.00				
		Engineer II	Lauren Schuld	32.00	2,880.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	8.00	800.00				
	4.6	Cross Section Design		40.00	3,680.00	0.00	3,680.00	0.00	3,680.00
		Sr Engineer II	Thomas Slattery	8.00	1,120.00				
		Engineer I	Jonathan Miller	32.00	2,560.00				
	4.7	Contract Plans and Documents		64.00	6,400.00	0.00	6,400.00	0.00	6,400.00
		Sr Engineer II	Thomas Slattery	16.00	2,240.00				
		Engineer I	Jonathan Miller	32.00	2,560.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	16.00	1,600.00				
	4.8	Utility Coordination		20.00	1,840.00	0.00	1,840.00	0.00	1,840.00
		Sr Engineer II	Thomas Slattery	4.00	560.00				
		Engineer I	Jonathan Miller	16.00	1,280.00				
5	QC/QA			8.00	1,200.00	0.00	1,200.00	0.00	1,200.00
		Sr Engineer IV	Craig Mitchell	4.00	640.00				
		Sr Engineer II	Jason Fluhr	4.00	560.00				
6	Assist Bidding			20.00	2,040.00	0.00	2,040.00	0.00	2,040.00
		Sr Engineer II	Thomas Slattery	8.00	1,120.00				
		Engineer I	Jonathan Miller	8.00	640.00				
		Clerical I	Barbara Tobin	4.00	280.00				
7	Manage Project			40.00	5,600.00	0.00	5,600.00	0.00	5,600.00
		Sr Engineer II	Thomas Slattery	40.00	5,600.00				

VILLAGE OF VILLA PARK, ILLINOIS
 NORTH PRINCETON AVENUE STREET IMPROVEMENTS
 PHASE II ENGINEERING SERVICES

EXHIBIT B

BAXTER & WOODMAN, INC.
 2015 HOURLY BILLING RATES AND EXPENSE ITEMS
 FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Principal	\$180
Senior Engineer III to IV	\$150 to \$170
Senior Engineer I to II	\$125 to \$140
Engineer III to IV	\$115 to \$125
Engineer II	\$90
Engineer I	\$80
Engineering Technician III to V	\$110 to \$140
Engineering Technician I to II	\$70 to \$110
Senior Geologist	\$135
CAD / GIS / Survey Technician III to IV	\$110 to \$150
CAD / GIS / Survey Technician I to II	\$85 to \$100
Clerical II	\$85 to \$125
Clerical I	\$70
Support Manager	\$160

Hourly rates for Resident Project Representatives do not include any overtime. In the event that the contractor works more than eight(8) hours on any weekday or works any time on Saturdays, or holidays, during which time Resident Project Representatives are required to be present, hourly rates are increased by one-and-a-half times for more than eight(8) hours on any weekday and all time on Saturdays, and are increased by two(2) times on Sundays and holidays.

The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.

Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.

Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.

Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem or \$32.50 per half diem.

Savannah Rain Logger usage is \$10/day.

Traffic Counters \$50/day.

Miovision Traffic System usage will be reimbursed at a rate of \$600.00 per diem and \$24.00 per hour processing.

Sub-consultant costs will be reimbursed at their invoice costs plus 15%

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 of 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.

RESOLUTION NO. 1560

**A RESOLUTION AUTHORIZING AN ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF VILLA PARK AND
BAXTER & WOODMAN INC. FOR THE
NORTH PRINCETON AVENUE STREET 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 a satisfactory relationship with and has received a proposal from Consulting Engineers Baxter & Woodman Inc. to perform phase II engineering services for the proposed North Princeton Avenue Street 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 \$64,800; 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 Inc. as is more particularly set forth in a document styled "**Phase II Engineering Services Proposal for the North Princeton Avenue Street Improvement**" a copy of which is attached hereto as Exhibit A.

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 "**Phase II Engineering Services Proposal for the North Princeton Avenue Street Improvement**" attached hereto as Exhibit A is hereby approved and the Village Manager is hereby authorized and directed to execute said Proposal 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 13th DAY OF July, 2015.



VILLAGE OF VILLA PARK



President, Village of Villa Park

ATTEST:



Clerk, Village of Villa Park

ADOPTED this 13th day of July, 2015, pursuant to a roll

call vote as follows:

AYES: 7

NAYS: 0

ABSENT: 0

ABSTAINING: 0

July 6, 2015

Mr. Vydas Juskelis, PE
Director of Public Works
Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

***Subject: Village of Villa Park – North Princeton Avenue Street Improvement
Phase II Engineering Services Proposal***

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- *Cross Section Design:* Develop and analyze roadway cross sections at 100 ft. intervals and all cross streets and driveways. Compute earthwork calculations. Cross sections will not be included in contract plans.
- *Contract Plans and Documents:* Complete bidding documents to include the required plan sheets required including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Removals, Plan and Profile and Cross Sections. Complete Bid Contract Proposal to include the following forms: Notice to Bidders, Schedule of Prices, and Bid Bond Requirements. Pre-final (95%) and Final (100%) submittals are anticipated for this Project.
- *Utility Coordination:* Continue utility coordination by contacting utility companies that have facilities along the project limits. Submit pre-final plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.
- The following items are not included within the scope of this Project, but can be provided as additional services to the contract:
 - Permit Review fees
 - Plats and Legals
 - Environmental Studies (PESA, PSI, etc.)

7. QA/QC

- Perform in-house peer and milestone reviews by senior staff during pre-final and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

8. Assist Bidding

- Provide design assistance and clarification for bid documents. Assist the LA with coordination and scheduling during the bid process.

9. Manage Project

- Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the Project are achieved. Prepare and submit monthly invoices, and provide regular updates to the Village.
- *Deliverables:* The following is a list of anticipated final deliverables to the LA for this Project:
 - *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
 - *Electronic Record of Design files including agency correspondence, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate).*
 - *Contract Plans and Documents defined in the Scope of Services. Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

SCHEDULE OF PROJECT

Notice to Proceed	July 2015
Pre-Final PS&E to Village	August 2015
Final PS&E to Village	September 2015
Bid Letting (Local Letting)	September 2015

ENGINEERING FEE

Our engineering fee for the above stated scope of 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 in total will not exceed \$64,800. See Exhibits A and B for more detail. Should the Village require additional assistance, we will perform those additional services, upon written authorization, using the same billing rates.

If this proposal is acceptable to you, **please indicate by signing a copy of this letter and returning it to our office.** The attached Standard Terms and Conditions, and hourly Standard Billing Rates 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 jmick@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

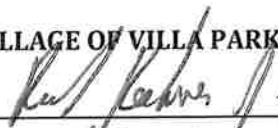


John P. Mick II, PE
Client Manager - Villa Park



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

Attachments

VILLAGE OF VILLA PARK, ILLINOIS
ACCEPTED BY: 
TITLE: Village Manager
DATE: 7-21-15

I:\Chicago\VILPK\141151-WM Improvement\Contract\41-Princeton Street Improvements\141151.41 Letter Proposal_07-06-15.docx



Village of Villa Park									
Plan Number: 141151.41									
Plan Name: VILPK - North Princeton Street Improvements									
Level 2	Level 3	Labor Category	Employee	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total				636.00	64,320.00	0.00	64,320.00	480.00	64,800.00
1	Early Coordination and Data Collection			88.00	8,480.00	0.00	8,480.00	180.00	8,660.00
	1.1	Data Collection		16.00	1,760.00	0.00	1,760.00	0.00	1,760.00
		Sr Engineer II	Thomas Slattery	8.00	1,120.00				
		Engineer I	Jonathan Miller	8.00	640.00				
	1.2	Field Evaluation - Street Improvement Program		64.00	6,080.00	0.00	6,080.00	180.00	6,260.00
		Engineer I	Jonathan Miller	32.00	2,560.00				
		Engr Tech III	Robert Hallock	32.00	3,520.00				
	1.3	Utilities		8.00	640.00	0.00	640.00	0.00	640.00
		Engineer I	Jonathan Miller	8.00	640.00				
2	Environmental Coordination and Permitting			20.00	1,840.00	0.00	1,840.00	0.00	1,840.00
		Sr Engineer II	Thomas Slattery	4.00	560.00				
		Engineer I	Jonathan Miller	16.00	1,280.00				
3	Meetings			36.00	3,920.00	0.00	3,920.00	100.00	4,020.00
		Sr Engineer II	Thomas Slattery	16.00	2,240.00				
		Engineer I	Jonathan Miller	16.00	1,280.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	4.00	400.00				
4	Plan Preparation			424.00	41,240.00	0.00	41,240.00	200.00	41,440.00
	4.1	Estimate of Cost and Time		48.00	4,800.00	0.00	4,800.00	0.00	4,800.00
		Sr Engineer II	Thomas Slattery	16.00	2,240.00				
		Engineer I	Jonathan Miller	32.00	2,560.00				
	4.2	Specifications		44.00	3,880.00	0.00	3,880.00	0.00	3,880.00
		Sr Engineer II	Thomas Slattery	8.00	1,120.00				
		Engineer I	Jonathan Miller	24.00	1,920.00				
		Clerical I	Barbara Tobin	12.00	840.00				
	4.3	Roadway Design		96.00	9,440.00	0.00	9,440.00	0.00	9,440.00
		Sr Engineer II	Thomas Slattery	16.00	2,240.00				
		Engineer I	Jonathan Miller	40.00	3,200.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	40.00	4,000.00				
	4.4	Drainage and Utilities Design		64.00	6,400.00	0.00	6,400.00	0.00	6,400.00
		Sr Engineer II	Anita Mitchell	16.00	2,240.00				
		Engineer I	Jonathan Miller	32.00	2,560.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	16.00	1,600.00				
	4.5	Sanitary Sewer Repairs		48.00	4,800.00	0.00	4,800.00	200.00	5,000.00
		Sr Engineer II	Sean O'Dell	8.00	1,120.00				
		Engineer II	Lauren Schuld	32.00	2,880.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	8.00	800.00				
	4.6	Cross Section Design		40.00	3,680.00	0.00	3,680.00	0.00	3,680.00
		Sr Engineer II	Thomas Slattery	8.00	1,120.00				
		Engineer I	Jonathan Miller	32.00	2,560.00				
	4.7	Contract Plans and Documents		64.00	6,400.00	0.00	6,400.00	0.00	6,400.00
		Sr Engineer II	Thomas Slattery	16.00	2,240.00				
		Engineer I	Jonathan Miller	32.00	2,560.00				
		CAD/GIS/Survey Tech II	Kathleen Roberson	16.00	1,600.00				
	4.8	Utility Coordination		20.00	1,840.00	0.00	1,840.00	0.00	1,840.00
		Sr Engineer II	Thomas Slattery	4.00	560.00				
		Engineer I	Jonathan Miller	16.00	1,280.00				
5	QC/QA			8.00	1,200.00	0.00	1,200.00	0.00	1,200.00
		Sr Engineer IV	Craig Mitchell	4.00	640.00				
		Sr Engineer II	Jason Fluhr	4.00	560.00				
6	Assist Bidding			20.00	2,040.00	0.00	2,040.00	0.00	2,040.00
		Sr Engineer II	Thomas Slattery	8.00	1,120.00				
		Engineer I	Jonathan Miller	8.00	640.00				
		Clerical I	Barbara Tobin	4.00	280.00				
7	Manage Project			40.00	5,600.00	0.00	5,600.00	0.00	5,600.00
		Sr Engineer II	Thomas Slattery	40.00	5,600.00				

VILLAGE OF VILLA PARK, ILLINOIS
 NORTH PRINCETON AVENUE STREET IMPROVEMENTS
 PHASE II ENGINEERING SERVICES

EXHIBIT B

BAXTER & WOODMAN, INC.
 2015 HOURLY BILLING RATES AND EXPENSE ITEMS
 FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Principal	\$180
Senior Engineer III to IV	\$150 to \$170
Senior Engineer I to II	\$125 to \$140
Engineer III to IV	\$115 to \$125
Engineer II	\$90
Engineer I	\$80
Engineering Technician III to V	\$110 to \$140
Engineering Technician I to II	\$70 to \$110
Senior Geologist	\$135
CAD / GIS / Survey Technician III to IV	\$110 to \$150
CAD / GIS / Survey Technician I to II	\$85 to \$100
Clerical II	\$85 to \$125
Clerical I	\$70
Support Manager	\$160

Hourly rates for Resident Project Representatives do not include any overtime. In the event that the contractor works more than eight(8) hours on any weekday or works any time on Saturdays, or holidays, during which time Resident Project Representatives are required to be present, hourly rates are increased by one-and-a-half times for more than eight(8) hours on any weekday and all time on Saturdays, and are increased by two(2) times on Sundays and holidays. The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.

Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.

Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.

Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem or \$32.50 per half diem.

Savannah Rain Logger usage is \$10/day.

Traffic Counters \$50/day.

Miovision Traffic System usage will be reimbursed at a rate of \$600.00 per diem and \$24.00 per hour processing.

Sub-consultant costs will be reimbursed at their invoice costs plus 15%

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.