



June 18, 2013

Mr. Michael D. Sibrava, PE
Public Works Director
Village of Palos Park
8999 W. 123rd Street
Palos Park, IL 60464

Subject: Village of Palos Park – McCarthy Road Water Main Project Plan

Dear Mr. Sibrava:

We have completed the design for the McCarthy Road Water Main and have received the IEPA construction permit. It is our understanding that the Village is interested in obtaining funding through the State Revolving Fund (SRF) Public Water Supply Loan Program (PWSLP) administered by the Illinois Environmental Protection Agency (IEPA). The first step in the loan application process is to submit a pre-application for financial assistance to the IEPA. We are happy to submit the pre-application for you at no charge, and the IEPA is accepting pre-applications throughout the year. The second step is preparation and submittal of a Project Plan. The commitment of SRF loan funds is dependent on the IEPA's approval of a Project Plan that details the specifics of your project. Baxter & Woodman is pleased to present this proposal to assist with preparation of that Project Plan.

Scope of Services

- **ADMINISTRATION & MEETINGS** – Confer with the Village's Director of Public Works and his staff from time to time, to clarify and define the general scope, extent, and character of the project.
- **PROJECT MANAGEMENT** - Plan, schedule, and control the activities that must be performed to complete the project. These activities include but are not limited to budget, schedule, and scope.
- **ANALYSIS OF EXISTING DISTRIBUTION SYSTEM** – Review existing public water supply source, treatment, storage, and distribution system, and identify the need for any proposed projects. Some of this information is available in the Water Distribution Study (PALOP 101009.30). We will use the same existing population, water usage, population projections, average day demand, and maximum day demands as was provided in the previous report.

8840 West 192nd St.
Mokena, IL 60448
708.478.2090
Fax 708.478.8710

www.baxterwoodman.com

- **BASIS OF DESIGN** - Develop a Basis of Design that takes into account the current water usage and the projected increase in usage using historical data and standards and design criteria from the Illinois Recommended Standards for Water Works.
- **COST ESTIMATE** - An opinion of the probable total project cost including construction, engineering services, contingencies, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the project.
- **ENVIRONMENTAL IMPACTS** – Discuss potential environmental impacts and discussion of measures required during design and construction to mitigate or minimize negative environmental impacts.
- **IMPLEMENTATION PLAN** – Prepare a proposed construction schedule and financial schedule. Describe financial arrangements for assuring adequate annual debt service and O, M & R coverage requirements and the dedicated source of revenue necessary for loan repayment. A description of the existing rate structure, proposed rate changes, and proposed average monthly residential bill that will result from the cost of the project.
- **PROJECT PLANNING REPORT** - Prepare a Project Planning Report in conformance with IEPA requirements. The Report will contain schematic layouts, conceptual design criteria, Basis of Design, exhibits indicating proposed project location, total project cost, and funding and implementation alternatives. Provide electronic copy of the Project Planning Report to the Village, for review, comments, and approval. Incorporate final comments in the final Project Planning Report.
- **AGENCY SUBMITTALS** – Submit the Project Planning Report to the IEPA for review, comments, and approval. Prepare and send letters to the appropriate agencies. Furnish the Village with electronic copy of the Project Planning Report as approved by the IEPA.



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Engineering Fee

Our engineering fee for the stated scope of services is based upon our standard hourly rates of compensation for actual work time performed plus reimbursement for out-of-pocket expenses including travel, which in total will not exceed \$16,000.

If you have any questions or need additional information, please contact me.

The attached Terms and Conditions apply to this proposal. If this proposal is acceptable, please sign and return one copy for our files.

Thank you again for the opportunity to provide service to the Village of Palos Park. If you have any questions or need additional information, please do not hesitate to call me or Lou at 815-459-1260.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Carolyn A. Grieves, PE
North Division Water/Wastewater
Business Development Manager

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

CAG/LDH:jak
Attachment

VILLAGE OF PALOS PARK, IL

ACCEPTED BY: RBBoel

TITLE: VILLAGE MANAGER

DATE: 8/13/13

BAXTER & WOODMAN, INC.
ENGINEERING SERVICES STANDARD TERMS & CONDITIONS

1. The attached letter proposal and these Standard Terms & Conditions constitute and are herein referred to jointly as the Agreement.
2. The unit of local government to which the letter proposal is addressed is herein referred to as Owner, and Baxter & Woodman, Inc. is herein referred to as Engineer.
3. Engineer may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by Owner within either 30 days of receipt or the timeframe required by state law.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten calendar days written notice by certified mail of intent to terminate; and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of Agreement termination, the Owner shall receive reproducible copies of drawings, custom developed applications and other documents completed by Engineer.
5. Engineer agrees to hold harmless and indemnify the Owner and each of its officers and employees from any and all liability claims, losses, or damages, to the extent that that such claims, losses, or damages are caused by Engineer's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other Engineers, contractors, or subcontractors working for the Owner, or their officers and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Owner and the Engineer they shall be borne by each party in proportion to its negligence.
6. The Owner acknowledges that Engineer 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.
7. The Engineer and Owner 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.
8. For the duration of the project, the Engineer shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from Engineer's negligence in the performance of services under this Agreement. The limits of liability for the insurance required by this paragraph are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim	Professional Liability:	\$5,000,000 per claim
	\$2,000,000 aggregate		\$5,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit		
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineer and its officers, directors, employees, agents, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Engineer or its officers, directors, employees, agents or any of them, hereafter referred to as the "Owner's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Engineer by its insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. Engineer is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, custom developed applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals performing the same or similar services.
11. The construction contractor, if any, is a separate company from the Engineer. The Owner understands and acknowledges that the Engineer is not responsible for the contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with laws and regulations, or safety precautions and programs in connection with the project and the Engineer does not guarantee the performance of the contractor and is not responsible for the contractor's failure to execute the work in accordance with the construction contract documents.
12. The Owner may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Engineer. If such changes cause an increase or decrease in Engineer's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by Engineer shall be furnished without the written authorization of the Owner.
13. All drawings, custom developed applications, and other documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service in respect to the project, and Engineer shall retain the right of reuse of said documents and electronic media by and at the discretion of Engineer whether or not the project is completed. Electronic copies of Engineer's documents for information and reference in connection with the use and occupancy of the project by the Owner and others shall be delivered to and become the property of the Owner; however, Engineer's documents are not intended or represented to be suitable for reuse by the Owner or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer; and the Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
14. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
15. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

