



March 29, 2013

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

***Subject: Village of Palos Park - McCarthy Road Water Main Design***

Dear Mr. Sibrava:

Thank you for the opportunity to provide the following proposal for engineering design services for the McCarthy Road water main project. This project will extend your water distribution system to provide water supply for future development.

#### **Project Understanding**

Based on our previous conversations and water modeling scenarios, the project will consist of the design of approximately 4,300 lineal feet of new 16-inch diameter water main along the north side of McCarthy Road. The new water main will extend the Village's existing water main from the Holy Family site west along McCarthy Road to the northwest corner of Bell Road. The proposed water main will be located within the north side of the existing right-of-way (ROW) or in an easement on the Holy Family property.

A detailed scope of services for this project is provided as Attachment A to this proposal. We will hire a geotechnical firm to complete soil borings and analytical testing to determine soil corrosivity.

#### **Engineering Fee**

Our fee for the design services as described in Attachment A items 1 through 12 will be based on actual hours worked at our standard billing rates plus out-of-pocket expenses, including travel, which will not exceed \$27,650. This fee excludes any potential Cook County Permit Fees.

1788 Sycamore Road

DeKalb, IL 60115

815.787.3111

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Mr. Michael D. Sibrava, PE  
Village of Palos Park

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**Subconsultant Services**

The fee for an outside Geotechnical Consultant to perform five (5) soil borings as described in Attachment A item 13 is estimated to be \$5,750.

**Total Fee (including Subconsultant Services) \$33,400**

This fee does not include any Illinois Department of Transportation (IDOT) permit or bond fees.

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

We appreciate the opportunity to continue working with the Village of Palos Park on this project. We understand time is critical and are ready to complete work on this project immediately. 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  
Water Department Manager

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

CAG/LDH:jak  
Attachments

**VILLAGE OF PALOS PARK, ILLINOIS**

ACCEPTED BY:  \_\_\_\_\_

TITLE: Mayor

DATE: April 9, 2013

VILLAGE OF PALOS PARK, ILLINOIS  
McCARTHY ROAD WATER MAIN DESIGN

ATTACHMENT A

**SCOPE OF SERVICES**

**DESIGN SERVICES**

1. **PROJECT MANAGEMENT** – Plan, schedule, and control activities to complete the project. These activities include, but are not limited to, budget, schedule, and scope.
2. **TOPOGRAPHIC SURVEY**
  - Perform topographic survey of the Project limits of natural and manmade features along the water main route to develop base sheets for Project plan drawings.
3. **CAD FOR TOPO SHEETS**
  - Develop base sheets of natural and manmade features from topographic survey data, including creating lists of deficient items for clarification at a future site visit.
4. **MEETINGS WITH VILLAGE STAFF**
  - Conduct two meetings with staff at times during the design of the project to clarify Village needs, design questions, and/or construction methods.
  - One of the Design meetings will consist of a pre-final meeting, where the water main is approved by the Village staff.
5. **UTILITIES – CONTACTS AND 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.
6. **CAD FOR DETAILED DESIGN**
  - Provide detailed computer-aided drafting of water main and appurtenances locations and construction requirements.
  - Indicate location of utilities obtained from utility company atlases.
  - Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
7. **DRAWINGS**
  - Prepare Design Documents consisting of Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the Village.

8. **SPECIFICATIONS**
  - Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
9. **PEER AND CONSTRUCTABILITY REVIEWS**
  - Conduct QA/QC peer reviews of Drawings and Specifications.
  - Utilize Construction Department personnel to provide a review of Drawings and Specifications.
  - Revise Drawings and Specifications based upon comments from both engineering and construction department comments.
10. **ENGINEER'S OPINION OF PROBABLE COST**
  - Prepare a final opinion of probable total project cost including construction cost, 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.

#### **PERMIT SUBMITTALS**

11. **IEPA/DPWS**
  - Submit the design documents to the agency for permit to construct, own, and operate the Project.
12. **Cook County**
  - Submit the design documents to the County for permit to construct, own, and operate the Project. Potential fees as applicable per Cook County Ordinance 07-O-33 are not included in the scope and fee of this proposal.
13. **STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**
  - Prepare a Storm Water Pollution Prevention Plan, which will provide a narrative, construction details, and specifications to be implemented by the Village's contractor(s). We will also submit the SWPPP electronically to the IEPA.
14. **NOTICE OF INTENT (NOI)**
  - Prepare and submit, on behalf of the Village, Notices of Intent (NOI) for coverage under the IEPA's NPDES site requirements.

## **PROJECT BID**

15. **ASSISTANCE TO BIDDERS**
  - Set bid dates with Village, create Advertisement for Bids (AFB), provide AFB to Village for publication, and mail advertisements to selected prospective bidders.
  - We will provide the Village with two (2) bid sets for the project.
  - Answer bidders' questions during the bid period.
16. **ADDENDA**
  - Issue necessary addenda to all plan holders as needed.
17. **ATTEND BID OPENING**
  - Attend the bid opening with Village personnel and assist in reviewing and checking of bid package submittals as required.
18. **TABULATE BIDS & ISSUE LETTER OF RECOMMENDATION**
  - Tabulate bids received and review bid submittals to verify low bid is responsive and responsible.
  - Issue Letter of Recommendation to Award the construction contract to the Village for their action.

## **SUBCONSULTANT SERVICES**

19. **GEOTECHNICAL CONSULTANT**
  - Hire a geotechnical subconsultant to complete five (5) soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report for structural design.
20. **SITE UTILITY INVESTIGATION**
  - If Design Stage locate indicates any concerns regarding utility conflicts, it is possible to hire a subsurface utility engineering (SUE) company to horizontally and vertically locate critical utilities along the pipeline route. A SUE locate can improve the quality of design and reduce change orders during construction.
  - CAD – Indicate location of utilities obtained from utility company atlases and from SUE locates
  - Fee for any potential SUE locates is not included in this project and can be determined during design if it is deemed necessary.

NOTE: Easement and Plat work, if necessary, is not included in this project's scope and fee.

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**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 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 \$2,000,000 aggregate	Professional Liability:	\$5,000,000 per claim \$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.