

CITY OF ROLLING MEADOWS, ILLINOIS
PRESSURE REDUCING VALVE STATIONS
DESIGN AND CONSTRUCTION ENGINEERING

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2013, by and between the City of Rolling Meadows, Illinois, hereinafter referred to as the City, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the Engineers, for engineering services required by the City for the Pressure Reducing Valve Stations Design and Construction Engineering, hereinafter referred to as the Project.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The Project consists of design engineering and construction administration and observation as more completely described in Exhibit A, attached hereto. After written authorization by the City, the Engineers shall provide professional services for the Project. These services will include serving as the City's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering and construction-related services, as enumerated in Exhibit B, attached hereto.

SECTION 2. The City shall compensate the Engineers for the professional services enumerated in Exhibit B hereof as follows:

2.1 The Engineers' fee for the final design services described in Exhibit B Sections 1 through 18 shall be computed on the basis of their hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed \$40,400; Engineers' Project No. 130554.40.

2.2 The City shall reimburse the Engineers for costs associated with employment of geotechnical and subsurface utility exploration subconsultants as set forth in Paragraph 3.9 of this Agreement.

- (1) Estimated Cost of Soil Borings is \$5,000.
- (2) Estimated Cost of CCDD Testing is \$2,750.
- (3) Estimated Cost of SUE Locates is \$5,000.

2.3 The Engineers' fee for the construction-related and commissioning services

described in Exhibit B Sections 20 through 25 shall be computed on the basis of their hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed \$34,800; Engineers' Project No. 130554.60.

2.4 The Engineers' fee for the additional services described in Exhibit B Section 19, and authorized by the City prior to commencement, shall be reimbursement for all employee compensation (employee wages multiplied by work time performed), overhead, and expenses plus a profit of ten percent (10%) of the reimbursement amounts.

SECTION 3. The parties hereto further mutually agree:

3.1 The Engineers may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the City in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the Engineers may, after giving seven (7) days written notice to the City, suspend services under this Agreement until the Engineers have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 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; or the City may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) 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, the Engineers shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the City shall receive reproducible copies of Drawings, Specifications and other documents completed by the Engineers.

3.3 The Engineers agree to hold harmless and indemnify the City and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the Engineers' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the City or other consultants, contractors or subcontractors working for the City, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Engineers and the City they shall be borne by each party in proportion to its negligence.

The City acknowledges that the Engineers 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 City and Engineers 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.

3.4 For the duration of the Project, the Engineers 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 the Engineers' negligence in the performance of services under this Agreement. The City shall be named as an additional insured on the Engineers' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineers and their officers, directors, employees, agents, and any of them, to the City and anyone claiming by, through or under the City, 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 express or implied of Engineers or their officers, directors, employees, agents or any of them, hereafter referred to as the City's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the Engineers by their insurers in settlement or satisfaction of City's Claims under the terms and conditions of Engineers' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and

expenses of investigation, claims adjustment, defense and appeal.

The City and Engineers agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

3.6 The Engineers are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement. The Engineers shall endeavor to perform such services with the same degree of knowledge, skill and diligence normally employed by professional engineers performing the same or similar services.

3.7 The City may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Engineers. If such changes cause an increase or decrease in the Engineers' fee or time required for performance of any services under this Agreement, 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 the Engineers shall be furnished without the written authorization of the City.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Engineers pursuant to this Agreement are instruments of service in respect to the Project, and the Engineers shall retain the right of reuse of said documents and electronic media by and at the discretion of the Engineers whether or not the Project is completed. Reproducible copies of the Engineers' documents and electronic media for information and reference in connection with the use and occupancy of the Project by the City and others shall be delivered to and become the property of the City upon request; however, the Engineers' documents and electronic media are not intended or represented to be suitable for reuse by the City or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Engineers for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineers, and the City shall indemnify and hold harmless the Engineers from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Engineers' documents and electronic media will entitle the Engineers to claim and receive additional compensation from the City. Electronic media are furnished without guarantee of compatibility with the City's software or hardware, and the Engineers' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant and subsurface utility exploration subconsultant required by the Engineers for the Project. The Engineers shall make all necessary arrangements, subject to the prior approval by the City, and employ qualified subconsultants for all geotechnical subconsultant and subsurface exploration services.

The cost of such subconsultant services shall be a separate expense to the City and the City shall reimburse the Engineers for the actual costs of the geotechnical subconsultant, subsurface exploration and/or laboratory services plus five percent (5%) service charge upon submission of proper invoices. The need for subsurface exploration services will be determined after the topographic survey and utility coordination are completed.

3.10 The City will provide the site for the Project, and it warrants that all known hazardous materials on or beneath the site have been identified to the Engineers. The Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineers shall not be required by the City to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated.

3.11 During the progress of the construction work under this Agreement, the Engineers shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the Engineers shall notify the City of such anticipated increase, and the scope of services and/or the compensation for construction-related engineering services shall be adjusted by amendment to this Agreement. If the City and the Engineers cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.12 The not-to-exceed amount for construction-related engineering services set forth in Section 2 above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the City shall pay the Engineers extra compensation at the Engineers' hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

3.13 The City shall obtain from others and furnish to the Engineers complete legal descriptions and plats of property surveys for the Project which shall include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements, and zoning and deed restrictions.


3.14 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.

3.15 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.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

**CITY OF ROLLING MEADOWS,
ILLINOIS**

By 
Vice President/COO

By _____
Mayor


06-13-13
Date of Signature

Date of Signature

(SEAL)

ATTEST:

ATTEST:


Deputy Secretary

Clerk

Attachment

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CITY OF ROLLING MEADOWS, ILLINOIS
PRESSURE REDUCING VALVE STATIONS
DESIGN AND CONSTRUCTION ENGINEERING

EXHIBIT A

PROJECT DESCRIPTION

The Project includes the design engineering and construction administration and observation for three (3) Pressure Reducing Valve Stations located along Illinois Route 53 near Euclid Avenue, Kirchoff Road, and Algonquin Road. The locations of the stations were established as part of the water system modeling completed for the City.

The intent of the Project is to provide the City with two pressure zones, thereby improving fire protection, water quality and pressures, and operation/maintenance of the water supply and distribution system. Preliminary concepts for each of the three pressure reducing valve stations includes a precast, rectangular concrete vault with a hatch and access ladder; the pressure reducing/sustaining valve; piping and valves, bypass piping and valve; sump pit and pump; lighting; dehumidifier; heater; alarm(s); and preparation for future SCADA equipment.

The Project does not include providing SCADA equipment or connection to the City's existing SCADA system. The SCADA work can and would be completed after construction of the stations as a separate project.

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CITY OF ROLLING MEADOWS, ILLINOIS
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EXHIBIT B

SCOPE OF SERVICES

DESIGN SERVICES:

1. WI700 - PROJECT MANAGEMENT
 - Plan, schedule, and control activities to complete the Project. These activities include, but are not limited to budget, schedule, and scope. Submit a bi-weekly status report via email describing tasks completed the previous two weeks and outlining goals for the subsequent two weeks.
2. WI701 - MEETINGS
 - A kick-off meeting with City staff and the Project team will be held to establish clear lines of communication, introduce City staff to the team members, and establish the City's detailed needs, objectives, and goals for the Project. The meeting will also be used to obtain information, plans, atlases, and other data to be supplied by the City, and to set schedules and guidelines for any future design meetings.
 - Conduct two meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will normally consist of one preliminary "red" line meeting, where the initial layout of each site is approved and one final meeting at 90 percent completion.
3. WI560 - EXISTING CONDITIONS/IN-HOUSE REVIEW
 - Review existing plans, atlases, plats, and reports.
 - Create lists of missing or conflicting data.
4. WI561 - TOPOGRAPHIC SURVEY
 - Perform topographic surveys of the Project sites for natural and manmade features at and near each PRV station location to develop base sheets for Project Drawings.
5. WI562 - CAD FOR SURVEY AND PRELIMINARY DRAWING SHEETS
 - Develop base sheets of natural and manmade features from the topographic survey data, including preparation of lists of deficient items for clarification at future site visits or discussion with City staff.
 - Prepare CAD-generated preliminary plan sheets showing the proposed layout of the vaults, utilities, water mains, and areas of possible problems or difficulties.

6. WI563 - SITE VISITS FOR DESIGNERS
 - Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings, and select routes for any pipe.

7. WI583 - UTILITIES
 - Complete a Design Stage Request 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.

8. WI591 - GENERAL AND SITE WORK
 - Coordinate the selection of a geotechnical subconsultant to complete a soil boring at each site, collect and analyze soil samples, determine groundwater levels, and prepare a written report for design.
 - Coordinate the selection of a SUE consultant to explore for and horizontally and vertically locate existing underground utilities at critical locations.

9. WI595 - DESIGN AND CAD FOR DETAILED DESIGN
 - Provide detailed computer-aided drafting of existing site topography and for force main or sewer pipelines.
 - Indicate location of all utilities that can be obtained from utility company atlases and from SUE locates.
 - Create legends, general notes, details, and designer instructions to contractors, to create a final set of construction drawings.
 - Prepare Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the City.
 - Includes design and Drawings for interior piping, exterior piping, and equipment.
 - Includes design and Drawings for interior and exterior electrical conduits and schematics for wiring.

10. WI599 - SPECIFICATIONS
 - Prepare for review and approval by the City 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 and technical specifications, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

11. WI601 - 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.
 - Make revisions based upon comments from both engineering and construction department comments.

12. WI610 - ENGINEER'S OPINION OF PROBABLE COST
 - Prepare Opinions of Probable Construction and Total Project Costs including construction cost, contingencies, design and construction engineering services, and on the basis of information furnished by the City, allowances for legal services and any administrative services or other costs necessary for completion of the Project.

AGENCY PERMIT SUBMITTALS

13. WI620 - IEPA/DPWS
 - Submit the design documents to the agency for permit to construct, own, and operate the Project.

14. WI624 - IDOT
 - Contact and communicate with Illinois Department of Transportation to review proposed work and determine if any IDOT permits are required for the Project.
 - Submit for IDOT permit(s) if any are required.

PROJECT BID

15. WI640 - ASSISTANCE TO BIDDERS
 - Set bid dates with City, create Advertisement for Bids (AFB), provide AFB to City for publication, and mail advertisement to selected prospective bidders.
 - Answer bidders' questions during bid period.

16. WI641 - ADDENDUMS
 - Issue necessary addenda to all planholders as necessary.

17. WI642 - ATTEND BID OPENING
 - Attend bid opening with City staff and assist in reviewing and checking of bid package submittals as required.

18. WI643 - TABULATE BIDS & ISSUE LETTER OF RECOMMENDATION
 - Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible.
 - Issue a Letter of Recommendation to Award the construction contract to the City for their action.

ADDITIONAL DESIGN PHASE SERVICES

19. WI660 - EASEMENT AND PLAT WORK
- Utilize a registered land surveyor to investigate existing property ownerships, existing easements, and dedicated rights-of-way.
 - Prepare preliminary plats of easement for the City to use in acquiring easements.
 - Prepare final plats of easements when directed by the City.

CONSTRUCTION SERVICES

20. CS100 - PROJECT INITIATION
- Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
 - Prepare Award Letter, Agreement, Contract Documents, Performance and Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
21. CS105 - CONSTRUCTION ADMINISTRATION
- Attend periodic construction progress meetings.
 - Check, review, and approve shop drawings, manufacturer's literature, and other information submitted by the Contractor, but only for compliance with the Drawings and specifications as to quality of materials and performance of equipment. Such review shall not relieve the Contractor of responsibility to meet comply with the construction contract documents.
 - Prepare for construction layout and staking.
 - Prepare construction contract change orders and work directives when authorized by the City.
 - Review Contractor requests for payments as construction work progresses, and advise the City of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Visit site as needed by project manager or City staff.
 - Review construction record drawings for completeness prior to CAD.
22. CS110 - FIELD OBSERVATION
- Provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineers' office of not more than eight (8) hours per regular weekday (for up to 150 hours), not including legal holidays as deemed necessary by the Engineers, to stakeout construction lines and grades, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Engineers. The City understands and acknowledges that the Engineers are

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 Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the construction contract documents.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days the Engineers are at the construction site, including notations on the nature and cost of any extra work, and provide weekly reports to the City of the construction progress and working days charged against the Contractor's time for completion.

23. CS120 - SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

24. CS130 - COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punchlists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by City.
- Review the Contractor's requests for final payment, and advise the City of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Complete field survey work to be used in completing the construction record drawings.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the City with one set of reproducible record drawings within ninety (90) days of the Project completion.

25. CS140 - PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.