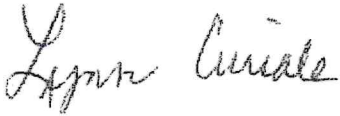


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-23-58 A RESOLUTION APPROVING A PROPOSAL FROM BAXTER & WOODMAN FOR MITTEL DRIVE PHASE I ENGINEERING IN AN AMOUNT NOT TO EXCEED \$28,700**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 5th day of October, 2023.



Lynn Curiale, City Clerk

SEAL



Resolution #R-23-58

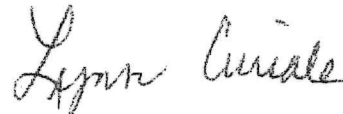
**A RESOLUTION APPROVING A PROPOSAL FROM BAXTER & WOODMAN
FOR MITTEL DRIVE PHASE I ENGINEERING IN AN AMOUNT NOT TO
EXCEED \$28,700**

Passed: October 5, 2023
Published in Pamphlet Form: October 6, 2023

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the
attached Resolution is a true and correct copy of #R-23-58

**A RESOLUTION APPROVING A PROPOSAL FROM BAXTER & WOODMAN
FOR MITTEL DRIVE PHASE I ENGINEERING IN AN AMOUNT NOT TO
EXCEED \$28,700**

Passed and approved by the City Council of the City of Wood Dale on October 5, 2023
and hereby published in pamphlet on October 6, 2023.



Lynn Curiale, City Clerk



RESOLUTION NO. R-23-58

A RESOLUTION APPROVING A PROPOSAL FROM BAXTER & WOODMAN FOR MITTEL DRIVE PHASE I ENGINEERING IN AN AMOUNT NOT TO EXCEED \$28,700

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **BAXTER & WOODMAN** for the **MITTEL DRIVE PHASE I ENGINEERING**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **BAXTER & WOODMAN** the Mayor and the City Council find **BAXTER & WOODMAN** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 5th day of October, 2023.

AYES: 7

NAYS: 0

ABSENT: 1

APPROVED this 5th day of October, 2023.

SIGNED: *Annunziato Pulice*
Annunziato Pulice, Mayor

ATTEST: *Lynn Curiale*
Lynn Curiale, City Clerk

September 14, 2023

Mr. Alan Lange
Director of Public Works
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Subject: City of Wood Dale – Mittel Drive

Dear Alan:

Baxter & Woodman, Inc. is pleased to have the opportunity to submit a proposal for the Phase I engineering and STP application of Mittel Drive from N Wood Dale Road to Devon Avenue.

Project Understanding

The 8,500 ft (1.6 mi) total project length includes street resurfacing, driveway repair, ADA ramp repairs, pavement markings, utility adjustments, and restoration.

Complete Phase I preliminary engineering services in accordance with Illinois Department of Transportation (IDOT) procedures for Federal Aid Projects. The services include coordination with IDOT and the DuPage Mayors and Managers Council (DMMC), completing Phase I documentation processing the project as a Local Agency Functional Overlay (LAFO) project, and preparation of STP applications for the DMMC.

Completing the Phase I preliminary engineer services will maximize the available “project readiness” points for an STP application, administered by the DMMC. Final Phase II engineering will not be completed as part of this scope of services but will rather be completed closer to the STP programmed year for the project, if it is selected for funding.

Scope of Services

1. Early Coordination and Data Collection
 - a. *Data Collection:* Obtain, review, and evaluate the following information provided by the City/IDOT for use in design:
 - i. Utility Atlases
 - ii. Aerial Photography
 - iii. Maintenance and flooding records
 - iv. Crash Data (5 year)
 - v. ROW, GIS, and property data
 - b. *Field Evaluation:* Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair. Observe and photograph the project area and immediate surroundings.
 - c. *Agency Coordination:* Coordinate with IDOT and DMMC to identify and define requirements of a potential STP Project. Prepare and maintain the Project Program Information (PPI) form.

2. Meetings - The following meetings are anticipated for this project:
 - a. City (1 total) (Pre-final)
 - b. IDOT (1) (Phase I Kickoff)

3. Geotechnical Report
 - a. *Pavement Cores and Soil Borings*: Utilize Soil and Material Consultants to take up to 17 pavement cores of the surface and base material for determining the composition of the existing pavement material within the project limits. Complete pH testing of the base material to include in Form LPC-662. Provide analysis and recommendations in a soils report in accordance with IDOT guidelines. Baxter & Woodman will provide a core location map prior to this work.
 - b. *Clean Construction or Demolition Debris (CCDD)*: CCDD testing and completion of Form LPC-663 is not included in this scope because it is anticipated that this project will generate small amounts of excavation haul off, which will be risk managed as non-special waste.

4. Project Development Report
 - a. *Phase I Documentation*: Prepare a Local Project Development Report for a State Approved Categorical Exclusion and submit the report to IDOT for review and approval. Preliminary, Pre-final, and Final submittals are anticipated. The report will generally include:
 - i. Typical Sections for Existing and Proposed
 - ii. Design Details
 - iii. Estimate of Cost

5. QA/QC – Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

6. STP Applications – Prepare and submit one STP application for Mittel Drive for review by the DMMC.

7. Manage Project – Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with the City and project team to ensure the goals of the Project are achieved. Prepare and submit monthly invoices, and provide regular updates to the City.

The following items are not included within the scope of this Project, but can be provided as additional services to the contract:

- A. Permit Review Fees
- B. ROW Acquisition
- C. LPC-663 or PSI Soil Testing
- D. Final Plans, Specifications, Bidding Documents, Estimate of Cost

Deliverables: The following is a list of anticipated final deliverables to the City for this project:

- A. Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Field Notes, and Exhibits.

Electronic Record of Design files including agency correspondence, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilize an electronic filing system in lieu of hard copies.

Project Fee

Our engineering fee for the above stated scope of services is based on our standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$28,700.00. See below for a breakdown of the project fee.

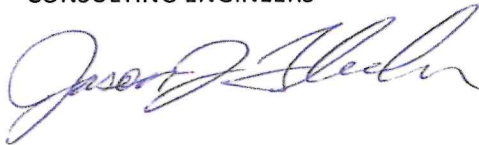
<u>Task</u>	<u>Fee</u>
Early Coordination and Data Collection	\$5,740
Meetings	\$1,550
Geotechnical Investigation	\$3,890
Project Development Report	\$8,450
QA/QC	\$1,520
STP Application	\$4,920
Project Management	\$2,630
<hr/>	
Total	\$28,700

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

We appreciate this opportunity to work with the City on this Project. Please feel free to call me if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Jason J. Fluhr, PE
Vice President

JDM:jmc

Attachment

\\corp.baxwood.com\project\Azure\WDDL\2326103-Mittel Drive\Contracts\Work\2326103-Wood Dale-Mittel Drive.docx

CITY OF WOOD DALE, ILLINOIS

ACCEPTED BY: Annunziata Pulice

TITLE: MAYOR

DATE: October 5, 2023

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS. THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and 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 Letter 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, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes 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 agreed upon by all Parties by written agreement. 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 State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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 or contractor's methods of determining prices, or over competitive bidding, or 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 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 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 applicable laws, 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 contractors' 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 at the site, nor for any failure of any 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 any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to 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 contract 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; (10) 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, 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:	\$10 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		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. 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 (“Losses”) arising out of or relating to the Project, provided that such Losses are 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 grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (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 Losses are 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 arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (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, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that 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 comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner 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 Owner 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. Project documents will be kept for time periods set forth in BW’s document retention policy 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 Owner or BW to any third party, including any lender, contractor, 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 Owner 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 executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

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 and/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 expresses 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; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.