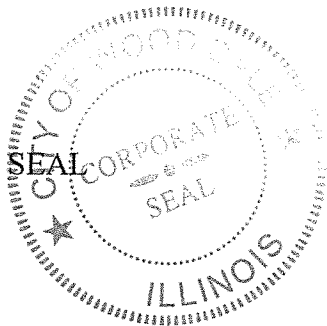


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Maura Montalvo, Deputy City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such Deputy City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #**R-20-04 A RESOLUTION APPROVING AN AGREEMENT WITH BAXTER & WOODMAN FOR PROFESSIONAL SERVICES FOR THE FY 21-22 CAPITAL ROADS PROGRAM IN THE AMOUNT NOT TO EXCEED \$120,970** Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 6th day of February, 2020

Maura Montalvo
Maura Montalvo, Deputy City Clerk



Resolution #R-20-04

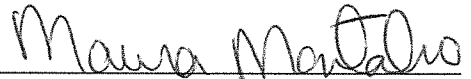
**A RESOLUTION APPROVING AN AGREEMENT WITH BAXTER &
WOODMAN FOR PROFESSIONAL SERVICES FOR THE FY 21-22 CAPITAL
ROADS PROGRAM IN THE AMOUNT NOT TO EXCEED \$120,970**

Passed: February 6, 2020
Published in Pamphlet Form: February 7, 2020

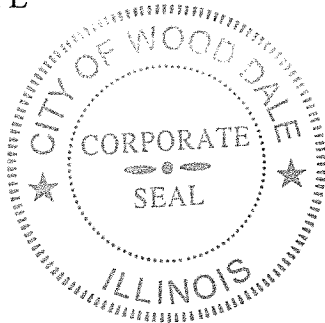
I, Maura Montalvo, as the Deputy City Clerk for the City of Wood Dale, hereby certify
that the attached Resolution is a true and correct copy of **#R-20-04**

**A RESOLUTION APPROVING AN AGREEMENT WITH BAXTER &
WOODMAN FOR PROFESSIONAL SERVICES FOR THE FY 21-22 CAPITAL
ROADS PROGRAM IN THE AMOUNT NOT TO EXCEED \$120,970**

Passed and approved by the City Council of the City of Wood Dale on February 6, 2020
and hereby published in pamphlet on February 7, 2020


Maura Montalvo, Deputy City Clerk

SEAL



RESOLUTION NO. R-20-04

A RESOLUTION APPROVING AN AGREEMENT WITH BAXTER & WOODMAN FOR PROFESSIONAL SERVICES FOR THE FY 21-22 CAPITAL ROADS PROGRAM IN THE AMOUNT NOT TO EXCEED \$120,970

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 **BAXTER & WOODMAN** for **PROFESSIONAL SERVICES FOR FY 21-22 CAPITAL ROADS PROGRAM**; 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 6TH day of February, 2020.

AYES: Alderman Sorrentino, Jakob, Woods, Catalano, E. Wesley

NAYS: None

ABSENT: Alderman Susmarski, R. Wesley, Messina

APPROVED this 6th day of February, 2020.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Maura Montalvo
Maura Montalvo, City Deputy Clerk



CONTRACT
FOR
**PROFESSIONAL ENGINEERING SERVICES FOR FY 2021 and FY
2022 ROAD RESURFACING PROJECT**

FOR
THE CITY OF WOOD DALE
COUNTY OF DUPAGE
STATE OF ILLINOIS



CITY OF
WOOD DALE
PUBLIC WORKS

February 6, 2020

PREPARED BY:

CITY OF WOOD DALE
DEPARTMENT OF PUBLIC WORKS
404 N. Wood Dale Road
Wood Dale, Illinois 60191
(630) 766-4900

**PROFESSIONAL ENGINEERING SERVICES FOR FY 2019 and FY
2020 ROAD RESURFACING PROJECT**

CONTRACT

THIS AGREEMENT made and concluded by and between the CITY OF WOOD DALE, hereinafter called the OWNER or the CITY and BAXTER & WOODMAN hereinafter called the CONTRACTOR.

WITNESSETH that the OWNER and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK The CONTRACTOR shall perform all work and shall provide and/or furnish all labor, materials, equipment, tools machinery, utility and transportation, services, and all other incidentals necessary to complete in a workmanlike manner all work required for the **Professional Engineering Services for FY 2021 and FY 2022 Road Resurfacing Project** hereinafter called the PROJECT in these contract documents, all in strict accordance with the specifications and other contract documents as prepared by the City of Wood Dale, dated **November 22, 2019**.

ARTICLE 2: CONTRACTOR COMPLIANCE The CONTRACTOR shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.

ARTICLE 3: CONTRACT PRICE The OWNER will pay the CONTRACTOR for performance of all work under this contract in an amount not to exceed \$120,970.

ARTICLE 4: CONTRACT TIME This contract work shall be completed within the times set forth herein. Work shall commence upon Notice to Proceed issued by the OWNER. The CONTRACTOR shall substantially complete Phase I (FY 2021) on or before **December 1, 2020**. The CONTRACTOR shall finally complete Phase II (FY 2022) on or before **December 1, 2021**.

ARTICLE 5: LIQUIDATED DAMAGES The CONTRACTOR fully understands and agrees that the completion times set forth herein are an essential part of this contract. For each calendar day that elapses between the CONTRACT COMPLETION DATES and the date on which the work is actually completed, including the removal of all equipment

and obstructions, the CONTRACTOR will pay to the OWNER, as liquidated damages, the sum of \$1,500.00 per day. The CONTRACTOR is authorized to deduct any applicable liquidated damages from CONTRACTOR'S progress payments. Any disputes concerning liquidated damages shall be resolved through the CLAIMS procedure set forth in Article 12.

ARTICLE 6: CONTRACT CHANGES Any alteration in the time, scope, or price of the PROJECT shall be effected only by a change order approved by the City Council for the CITY.

ARTICLE 7: PAYMENTS The OWNER shall make, to the CONTRACTOR, progress payments and final payment in accordance with the provisions as set forth in the General Requirements portion of the contract documents.

ARTICLE 8: INSURANCE Successful bidders shall procure and maintain for the term of the agreement or contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or sub-contractors. The cost of such insurance shall be included in CONTRACTOR'S bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Occurrence form number CG0001 (Ed. 11/85) with the City named as additional insured; and
2. Insurance Services Office Business Auto Liability Coverage form number CA 0001 (Ed. 10/90) or newer as amended covering Automobile Liability, code 1 "any auto"; and
3. Worker's Compensation as required by the Labor Code of the State of Illinois and Employer's Liability Insurance.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits NO LESS than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project specific aggregate of \$1,000,000.

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.
4. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value basis where applicable.

C. Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, volunteers and employees; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Policy Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - b. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the City, its officials, agents, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees or volunteers.
- d. Coverage shall state that CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for the City.

2. All Coverages

Each insurance policy required by the clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.

F. Verification of Coverage

CONTRACTOR shall furnish the City with certificates naming the City, its officials, agents, employees and volunteers as an additional insured and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to request full-certified copies of the insurance policies.

G. Sub-Contractors

CONTRACTORS shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.

ARTICLE 9: CONTRACT DOCUMENTS The Contract Documents which comprise the Contract between the OWNER and the CONTRACTOR, and which are as fully a part of this Contract as if herein set out verbatim, or, if not attached, as if attached hereto are as follows:

- 9.1 This Agreement (Pages 1 to 8 incl.)
- 9.2 Bid Invitation Package
 - Cover Sheet
 - Cover Letter
 - Notice to Bidder
 - Special Provisions
 - Instructions to Bidder
 - Prevailing Wages Form (Construction Projects)
 - Specifications
 - Maps, Drawings, and/or any other Documents Special to Bid
 - Bid Proposal Form
 - Bidder Certification Form
 - Tax Certification Form
 - Specification Deviations
 - Special Deviations
- 9.3 Certificate of Insurance
- 9.4 CONTRACTOR'S Proposal
- 9.5 Modifications, including change orders duly executed after completion of this Agreement.

ARTICLE 10: INDEMNITY HOLD HARMLESS PROVISION To the fullest extent permitted by law, the CONTRACTOR hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the CONTRACTOR, its employees, or sub-contractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City, its agents or employees, the CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same.

CONTRACTOR expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the municipality, its officials, agents and employees as herein provided.

ARTICLE 11: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 11.1 CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bid Invitation Package including "technical data."
- 11.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the PROJECT.
- 11.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local law and regulations that may affect cost, progress, performance or furnishing of the PROJECT.
- 11.4 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the PROJECT as indicated in the Contract Documents.
- 11.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 11.6 CONTRACTOR has given the OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by OWNER is acceptable to CONTRACTOR, that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the PROJECT.
- 11.7 CONTRACTOR warrants and represents that it is not in arrears to the OWNER upon debt or contract, and that it is not a defaulter as surety, contractor, or otherwise, to any person, firm or entity.
- 11.8 CONTRACTOR warrants and represents that CONTRACTOR is financially solvent, that CONTRACTOR has the financial resources necessary to perform and complete the PROJECT in accordance with the Contract Documents, that CONTRACTOR is sufficiently experienced and competent to complete the PROJECT and that the facts stated in its Bid and the information given by CONTRACTOR are true and correct in all respects.
- 11.9 CONTRACTOR warrants and represents that CONTRACTOR shall hereafter have no claim for payment or additional compensation based upon conditions at the work site or sites, or omissions, ambiguities or conflicts in the Contract

Document and CONTRACTOR shall only be entitled to an extension of time as provided in the Contract Documents.

- 11.10 CONTRACTOR warrants and represents that the statements contained in the CONTRACTOR'S Certification attached hereto and by this reference incorporated herein and made a part hereof are true and correct.

ARTICLE 12: CLAIMS

Any CONTRACTOR claims concerning contract time, price, scope and payments shall be submitted in writing to the ENGINEER and the OWNER within 30 calendar days of the occurrence giving rise to such claim. The other OWNER may submit a response to such claim within 10 days or receipt. The ENGINEER shall make a written recommendation concerning the resolution of such claim within 15 days of its receipt of the claim. The failure of CONTRACTOR to submit a claim as provided herein shall constitute a waiver of the enforcement of such claim.

ARTICLE 13: MISCELLANEOUS

- 13.1 Neither the OWNER nor the CONTRACTOR shall, without prior written consent of the other party assign or subcontract, in whole or in part, his interest under any of the Contract Documents and specifically, the CONTRACTOR shall not assign any money due or to become due without consent of the OWNER.
- 13.2 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 13.3 The CONTRACTOR shall furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
- 13.4 Any disputes arising under this Agreement shall be resolved under Illinois law and any such disputes shall be resolved in the 18th Judicial Circuit Court, DuPage County, Wheaton, Illinois.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the CONTRACTOR shall have full control of the ways and means of performing the work referred to above and that the CONTRACTOR or his/its employees, representative or subcontractors are in no sense employees of the OWNER, the CONTRACTOR and any party employed by the CONTRACTOR bears the relationship of an independent contractor.

IN WITNESS HEREOF, the Parties hereto have caused this AGREEMENT to be executed the day and year first above written in two counterparts, which for all intent, and purposes shall be considered as the original.

OWNER: CITY OF WOOD DALE

By: *Nunzio Pulice*
Nunzio Pulice Mayor

ATTEST: *Maura Montalvo*
TITLE: Maura Montalvo, Deputy City Clerk



(SEAL)

CONTRACTOR: BAXTER & WOODMAN

By: *Charles B. Brunner*

Title: Vice President

Address: 8678 Ridgefield Road

ATTEST: *Barbara Tabin*

Title: Deputy Secretary

Date: January 30, 2020