

RESOLUTION NO. R2022-05

**A RESOLUTION APPROVING A PROFESSIONAL BAXTER & WOODMAN, INC.  
FOR PHASE I PRELIMINARY ENGINEERING RELATED TO  
THE ROUTE 59 MULTI-USE PATHS PROJECT  
(ROUTE 59 FROM BATAVIA ROAD TO CONTINENTAL DRIVE/MEADOW AVENUE)**

WHEREAS, the City has budgeted sufficient funds in the 2022 fiscal year for the procurement of phase I engineering design services for the Route 59 Multi-Use Paths project, which includes the installation of paths on both sides of Route 59 from Batavia Road to Continental Drive/Meadow Avenue, installation of accessible ramps, replacement of existing sidewalk, new storm sewers, and the relocation of signs and utility poles ("**Engineering Services**"); and

WHEREAS, pursuant to the City's Qualification Based Selection (QBS) Process, as amended March 19, 2018 ("**QBS Policy**"), City staff requested proposals from three qualified engineering firms for the performance of the Engineering Services; and

WHEREAS, Baxter & Woodman, Inc. ("**Consultant**") submitted a proposal to perform the Engineering Services in the amount of \$104,833; and

WHEREAS, City staff determined that the proposal submitted by Consultant for the Engineering Services was best suited to meet the City's needs because Consultant has extensive experience working with the Illinois Department of Transportation and path projects; and

WHEREAS, the City desires to enter into a professional services agreement with Consultant for the performance of the Engineering Services at the price proposed ("**Agreement**"); and

WHEREAS, pursuant to the City's home rule powers, the Mayor and the City Council have determined that it is in the best interest of the City and the public to enter into an Agreement with Consultant for the Engineering Services at the price proposed;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1: Recitals.** The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

**SECTION 2: Approval of Agreement.** The Agreement with Consultant in the amount of \$104,833 is hereby approved in the form attached to this Resolution as **Exhibit A**.

**SECTION 3: Execution.** The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Agreement only after receipt by the City Administrator of at least two executed copies of the Agreement from Consultant; provided, however, that if the City Administrator does not receive such executed copies of the Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

**SECTION 4: Change Orders.** The City Administrator, or his designee, is authorized to execute one or more Change Orders to the Agreement for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of

work of the Engineering Services in an amount not to exceed \$15,000, subject to the City Administrator making the necessary determination that the work contemplated by the Change Order complies with Section 33E-9 of Article 33E of the Criminal Code of 2012 and placing a copy of such determinations in the contract file.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

#67375055\_v1

**EXHIBIT A**  
**AGREEMENT**

**CITY OF WARRENVILLE  
PROFESSIONAL SERVICES AGREEMENT  
FOR ROUTE 59 MULTI-USE PATHS PRELIMINARY ENGINEERING**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“**Agreement**”) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“**City**”) and the Consultant identified in Subsection 1.A below.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City’s statutory and home rule powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The City desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
815-444-3277  
[jcoleman@baxterwoodman.com](mailto:jcoleman@baxterwoodman.com)

**Project Description.** The work included in the PROJECT shall consist of completing Phase I engineering for the Illinois Route 59 Multi-Use Path Improvements.

**B. Representations of Consultant.** The Consultant has submitted to the City a description of the services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (“**Services**”). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**C. Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (the “**Commencement Date**”). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than 730 days after the date of the execution of this Agreement (“**Time of Performance**”).

**D. Reporting.** The Consultant shall regularly report to the City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement. The City Administrator’s designee shall be the person identified in Section 7.D to receive notice, unless the City Administrator otherwise designates in writing.

**SECTION 2. COMPENSATION AND METHOD OF PAYMENT.**

**A. Agreement Amount.** The total amount billed by the Consultant for the Services under this Agreement shall not exceed \$104,833, as outlined in **Exhibit B**, including reimbursable expenses as identified in **Exhibit B**, unless amended pursuant Section 7.A of this Agreement or pursuant to a Change Order in accordance with Section 2.D of this Agreement.

**B. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit B. The Consultant shall submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The City shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

**C. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City or its authorized representative to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

**D. Change Orders.**

**1. Change Orders Generally.** The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services ("**Change Order**") provided, however, that any Change Order in an amount exceeding \$15,000 must be approved by the City Council. The Change Order will be generally in the form attached to and by this reference incorporated into this Agreement as **Attachment D**. The Consultant may request a Change Order based on a material change to the Project or Services required as part of a Project. A Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

**2. Revision Notices.** Within 10 days after the date of a Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Change Order ("**Revision Notice**"). The Revision Notice must clearly state the Consultant's requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Change Order and the Change Order will be final.

**3. No Change in Absence of Change Order.** No claim for an adjustment in Agreement Amount or project schedule will be made or allowed unless it is embodied in a Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Agreement Amount or project schedule terms that has not been included, or fully included, in a Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

**E. Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**F. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

### **SECTION 3. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. Consultant shall notify the City as soon as practicable following resignation or termination of Key Project Personnel. No new Key Project Personnel shall be reassigned or added without the City's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

**SECTION 4. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term “**Confidential Information**” shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City’s computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement (“**Time of Disclosure**”); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

**SECTION 5. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.**

**A. Standard of Care for Services.** The Consultant represents that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by members of the Consultant’s profession practicing under similar circumstances and in the same locality at the Time of Performance. The representations expressed herein shall be consistent with any other representations expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

**B. Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance, either of the City or the Consultant, indemnify, save harmless, and defend the City, and its officials and employees against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys’ fees recoverable under applicable law and administrative expenses, caused by, or alleged to be caused by, the Consultant’s negligent performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations pursuant to Subsection 5.A of this Agreement (but not the performance or failure of a contractor not retained by Consultant), except to the extent caused by the sole negligence of the City.

**C. Insurance.** Contemporaneous with the Consultant’s execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement. For good cause shown, the City Administrator may extend the time for submission of the required policies of insurance upon such terms, and with such

assurances of complete and prompt performance, as the City Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 5.A, Warranty of Services, of this Agreement.

**D. No Personal Liability.** No elected or appointed official, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

**SECTION 6. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent is interested in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

**D. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**E. Patriot Act Compliance.** The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

**F. Termination.** Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred or reasonable expenses that Consultant is legally obligated to pay, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

**G. Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the City Administrator determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion shall not constitute a waiver of any rights or claims which the City may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the City by the Consultant.

**H. Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

I. **Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by City.** The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by City.** The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

J. **No Additional Obligation.** The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

K. **City Council Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the City Council. The City shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the City Council.

L. **Mutual Cooperation.** The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other consultants engaged by the City.

M. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior written approval from the City Administrator.

N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

**O. City Data.** The City has developed various types of data and information, such as digital map information through Geographic Information Systems Technology and through Auto CAD and other methods (collectively “**City Data**”) concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the City Data, subject to the following conditions:

**1. Limited Access to City Data.** The City Data provided by the City shall be limited to the scope of the Work that the Consultant is to provide for the City;

**2. Purpose of City Data.** The Consultant shall limit its use of the City Data to its intended purpose of furtherance of the Work; and

**3. Agreement with Respect to City Data.** The Consultant does hereby acknowledge and agree that:

**a. Trade Secrets of the City.** The City Data constitutes proprietary materials and trade secrets of the City and, shall remain the property of the City;

**b. Consent of City Required.** The Consultant will not provide or make available the City Data in any form to anyone without the prior written consent of the City Administrator;

**c. Supply to City.** At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the City Data;

**d. No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the City Data in regard to the Consultant’s intended use thereof; and

**e. Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the City Data for any purpose whatsoever; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the City Data has been discontinued.

## **SECTION 7. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

**C. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

**D. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage

prepaid, (iv) by facsimile, or (v) by electronic internet mail (“e-mail”). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Warrenville  
3S258 Manning Avenue  
Warrenville, Illinois 60555  
Attention: Kristine Hocking  
E-mail: khocking@warrenville.il.us

With a copy to:

Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
815-444-3277  
jcoleman@baxterwoodman.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
815-444-3277  
jcoleman@baxterwoodman.com

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.

**F. Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- G. Time.** Time is of the essence in the performance of this Agreement.
- H. Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.
- I. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Proposal and the Services.
- J. Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- L. Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.
- M. Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- N. Exhibits.** Exhibits A, B, and C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- O. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- P. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

***[SIGNATURES FOLLOW ON NEXT PAGE]***

**CITY OF WARRENVILLE**

By: \_\_\_\_\_  
John Coakley, City Administrator

ATTEST/WITNESS:

By: Barbara Tobin

Title: Deputy Secretary

**CONSULTANT: Baxter & Woodman, Inc.**

By: Charles G. Brunner

Its: Vice President

#55032402\_v3

**EXHIBIT A**

**SCOPE OF SERVICES**

## ILLINOIS ROUTE 59 MULTI-USE PATH IMPROVEMENTS PHASE I ENGINEERING SERVICES

### EXHIBIT A SCOPE OF SERVICES

#### **LOCATION:**

This project is located on Illinois Route 59 between Contential Drive/Meadow Avenue and Batavia Road within the City of Warrenville. The limits of the proposed bicycle path are between West Lake Avenue and Willow Road.

#### **PROJECT UNDERSTANDING:**

The work included in the PROJECT shall consist of completing Phase I engineering for the Illinois Route 59 Multi-Use Path Improvements.

Improvements will consist of construction of a new multi-use paths between Contential Drive/Meadow Avenue and Batavia Road, within the east and west parkways. Improved driveways, curb and gutter at ADA ramps, and landscaping will be included along the length of the project. Drainage system improvements will be made as needed to facilitate this work.

The proposed paths will connect to existing paths and crosswalks at the Contential Drive/Meadow Avenue and Batavia Road intersections, and roadway and intersection improvements are not anticipated as part of these improvements.

The need for land acquisitions (right of way or easement) will be evaluated during Phase I. Right-of-way plats, appraisals, and negotiations are not included within this scope of work. If necessary, this work will be added under separate contract.

The project has received federal funding (STP) for construction and construction engineering. Phase I and II engineering will use City funds. This project will follow federal project development procedures to ensure eligibility for federal funding. The project will be coordinated with IDOT's Bureau of Local Roads and Streets and the Federal Highway Administration for reviews and Phase 1 Design Approval. It is anticipated that this project will be processed as a Federal Approved Categorical Exclusion.

#### **SCOPE OF SERVICES:**

##### **PROJECT COORDINATION AND DATA COLLECTION**

##### **1. PROJECT INITIATION AND DATA COLLECTION**

- 1.1 *Data Collection:* Obtain, review and evaluate the following information provided by the LPA for use in design:
  - A. Existing Roadway Plans
  - B. GIS Shape files surrounding the project limits

- C. Aerial Photography
  - D. Maintenance and flooding records
  - E. Crash Data (5 years)
- 1.2 *Field evaluation:* Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Observe and photograph the project area and immediate surroundings.
- 1.3 *Funding Administrator Coordination:* Prepare and maintain the Project Program Information (PPI) and Project Update forms, and coordinate the status of the Project with the DuPage Mayors & Managers Conference.
- 1.4 *Utility Locates & Coordination:* Contact J.U.L.I.E. to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the LA.
2. TOPOGRAPHIC SURVEY
- 2.1 *Topographic Survey:*
- A. Perform topographic survey within the project limits and at 50-foot intervals including driveways and cross streets. The limits of the survey will be from 50' feet to the south of Contential Drive/Meadow Avenue to 50' north of Batavia Road and will include 50' along adjacent side streets (2400-feet total). Cross section width shall be taken 25' feet outside the estimated proposed right-of-way and utility corridor. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
  - B. *Structures:* Collect drainage structure condition, inverts, size, and flow direction.
  - C. *Terrain Model:* Download and develop digital terrain model for use in design and plan preparation.
  - D. *Right of Way:* Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way. Conduct research at the County Recorder to obtain recorded documents for determining the limits of existing right of way and easements. Work to complete Plat of Easement or Plat of Dedication is not included.
3. TRAFFIC ANALYSIS
- 3.1 *Traffic Forecasting:* Coordinate with the LPA and Chicago Metropolitan Agency for Planning (CMAP) for concurrence on 2050 traffic projections for the proposed multi-use path.
- 3.2 *Crash Analysis:* Obtain crash data from IDOT and the City and compile for review. Complete an accident diagram for the intersections using the last 5 years of crash data and summarize findings. Complete a crash analysis to evaluate the frequency, severity, and recommended countermeasures.

4. ALTERNATIVES ANALYSIS - Analyze and schematically develop alternative alignments, configurations, and geometrics for the multi-use paths to establish the preferred alternative. Review right-of-way, impacts, and design constraints. Compile alternatives and summarize findings of the analysis with recommendations. A maximum of 2 alternatives for each path (east and west) will be developed further for evaluation. Develop concept sketches of each alternative and analyze conceptual development of the alternative.
5. PRELIMINARY DESIGN OF PREFERRED ALTERNATIVE
  - 5.1. *Preliminary Plan and Profile:* Prepare plan and profile sheets for the horizontal and vertical alignment of the preferred alternative at 1" = 20' scale. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions. Plan and profile sheets will include improvement limits, stations and offset callouts, define paving limits, label construction limit locations and right-of-way boundaries, utility adjustments, guardrail locations, and wetland locations and impacts.
  - 5.2. *Typical Sections:* Prepare typical sections for the existing and proposed improvements, showing dimensions for roadway surfaces, bases, subbases, subgrade treatments, gutters, curb and gutters, medians, sidewalks, bike paths, ditches, backslopes, and right of way.
  - 5.3. *Preliminary Cross Section Design:* Design roadway cross sections at 50-foot intervals and all cross streets, driveways and cross-road culverts.
  - 5.4. *Preliminary Estimate of Cost and Schedule:* Develop preliminary cost estimates for the preferred improvement and anticipated schedule for construction.
  - 5.5. *Illustrated Renderings:* Develop and provide rendered images of the preferred alternative to the LPA.
  - 5.6. *Traffic Management Plan* – Prepare and submit a Traffic Management Plan (Form D1 OP0042) and required attachments for review and approval by IDOT-Bureau of Traffic.
6. DRAINAGE ANALYSIS
  - 6.1. *Location Drainage Study:* Prepare a the Location Drainage Study (LDS) for review and approval by IDOT Hydraulics. Work under this task includes an analysis of the existing drainage system, an analysis of existing outlets, an evaluation of the need for stormwater detention and compensatory storage, and design of proposed drainage improvements. Identify sensitive outfalls and provide the drainage report in accordance with the 2014 ACEC/IDOT Drainage Seminar requirements and the IDOT Drainage Manual.
    - A. Existing Drainage System: Work assumed and deliverables under this task includes the following:
      - 1) General Location Drainage Map - This task involves the preparation of the General Location Drainage Map to show the project with respect to the overall drainage features.

- 2) Existing Drainage Plans (EDP) - This task describes the requirements of a detailed Existing Drainage Plan (EDP). Section 2-202 of the IDOT Drainage Manual provides additional detail on requirements for the EDP. Hydrologic and Hydraulic modeling of the existing storm sewer and minor crossings are not included.
  - 3) Identified Drainage Problems - This task involves the documentation of identified drainage problems throughout the project limits.
  - 4) Identification and documentation of Base Floodplains - This task involves the identification and documentation of existing floodplains and floodways within the project limits. An exhibit will be prepared to show the project with respect to the existing floodplains and floodways.
- B. Proposed Drainage System: Work assumed and deliverables under this task includes the following:
- 1) Documentation of Design Criteria - This task involves documentation that the highway system meets certain design criteria as specified in Section 2-01 of the Location Drainage Study and providing justification for those cases in which it does not.
  - 2) Evaluation of existing outlets - This task involves the evaluation of existing outlets to determine their suitability for continued use and sensitivity to increases in rate and volume of runoff. The outlets to be evaluated are identified in Existing Drainage System, Section 1-00 of the Location Drainage Study.
  - 3) Stormwater Detention Analysis - This task involves the evaluation of detention requirements in accordance with Section 1-304.03 of the Drainage Manual Storm Water Storage. Justification should be included to support the findings of either providing detention or omitting it.
  - 4) Right of Way Analysis - This task involves a determination of the drainage right of way and easement requirements. The proposed drainage improvements should be evaluated to see if additional right of way or drainage easements are needed.
  - 5) Proposed Drainage Plans (PDP) - This task involves the preparation of a Proposed Drainage Plan (PDP), with drainage symbols and notes on exhibit(s), and appropriate wording in the Location Drainage Study text, which fully describes the proposed drainage concept. Both aerial imagery and contour mapping should be used as the PDP base map, along with existing CADD topography and proposed geometric plan superimposed. The PDP should be prepared in a digital format. Design of lateral storm sewers, driveway culverts and inlet spacing is not included. Proposed trunk storm sewer design is included.
  - 6) Water Quality Best Management Practices (BMPs) Permanent Measures - This task involves documentation that the designer has considered options for water quality Best Management Practices (BMPs) and incorporated these practices into the Proposed Drainage Plans as specified in Section 2-08 of the Location Drainage Study. The section also provides opportunity to provide justification for those cases in which the incorporation of BMPs is limited. Detailed design for water quality features is not included.
  - 7) Floodplain Encroachment Evaluation - This task involves the evaluation of encroachments on Regulatory Floodways and unstudied Zone A floodplains. Regulatory Floodplains are those 100-year frequency floodplains which are mapped by the Illinois Department of Natural Resources – Office of Water

Resources (IDNR-OWR) and/or the Federal Emergency Management Agency (FEMA).

- C. Study Assembly: This task involves the organization, preparation and assembly of the completed Location Drainage Study. This task follows completion of previous tasks.

## 7. ENVIRONMENTAL COORDINATION AND PERMITTING

- 7.1. *Environmental Survey Request:* Prepare the Environmental Survey Request Form and related exhibits. Submit to IDOT to determine potential environmental impacts. Biological, Archeological, and Historical surveys will be performed by the State. Wetland delineation will be performed by Baxter & Woodman as described below. It is anticipated that IDOT will complete the PESA and PSI, if necessary, as part of improvements along the state highway.
- 7.2. *Permit Agency Early Coordination:* Initiate coordination with the following regulatory agencies to obtain preliminary design comments:
- A. DuPage County Stormwater Management
  - B. US Army Corps of Engineers (ACOE)
- 7.3. *Wetland Delineation and Report:* Perform wetland delineation in the project corridor during the growing season; including documentation of baseline vegetation, hydrology, and soils information. Prepare a Wetland Delineation Report and Exhibits that summarize the methodology used, site description, and results of survey.
- 7.4. *Wetland Impact Evaluation:* Prepare a wetland report detailing the work within a regulatory wetland, including a description of the wetlands being impacted, avoidance, minimization, and mitigation efforts. Submit to IDOT for review and approval.
- 7.5. *Wetland Mitigation:* Complete an alternatives analysis to determine if there are any feasible alternatives to minimize impacts to wetlands. Coordinate with US Army Corps of Engineers (ACOE) for development of any alternative strategies. Potential alternatives include on-site wetland mitigation, wetland mitigation bank, and a combination thereof.

*Fees:* Agency review fees, wetland banking, and processing through the stormwater variance procedures are not included in this agreement and shall be paid for separately by the LPA.

## 8. MEETINGS AND PUBLIC INVOLVEMENT

- 8.1. *Stakeholder Meetings:* The following meetings are anticipated for this project:
- City (2) (Kickoff, Pre-final)
  - IDOT BLRS Kickoff (1)
  - IDOT Hydraulics (1)
  - IDOT/FHWA Coordination Meetings (1)
  - Individual Property Meetings (3 total)
  - Field Meeting with City staff (1)

- 8.2 *Public Meeting*: Prepare advertisement, exhibits, handouts, and attend one Public Information Meeting (open house format). Prepare meeting minutes to document public comments. Prepare mailings to property owners identified with land acquisition, if applicable. This work will be performed in accordance with City and IDOT guidelines.
9. PROJECT DEVELOPMENT REPORT - Prepare a Local Project Development Report for Group I Categorical Exclusion and submit the report to the DEPARTMENT and the Federal Highway Administration for review and approval. Pre-final, and Final submittals are anticipated.
10. 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. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.
11. MANAGE PROJECT - Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with LPA and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants.

## PROJECT DELIVERABLES

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

- A. *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
- B. *Electronic Record of Design files including agency correspondence, Project Development Report content, Drainage Reports and Models, Environmental Reports, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

*Not Included*: 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 services including title commitments, Plats, Legals, Appraisals, Negotiations
- C. Environmental Studies (PESA, PSI, etc.)
- D. Wetland Banking Fees
- E. Newspaper Publication Fees
- F. Intersection Design Studies
- G. Geotechnical Investion

**City of Warrentville  
IL Route 59 Multi-Use Paths  
Schedule**

Critical Path Item
  Design
  Submittal
  Agency Review
  Key Date

Task	2022												2023											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Phase I Preliminary Engineering</b>																								
Consultant Selection																								
City Kickoff Meeting																								
Data Collection & Topographic Survey																								
IDOT Phase I Kickoff Meeting																								
Submit Environmental Survey Request to IDOT (9 month IDOT review time)*																								
Evaluation of Design Alternatives / ROW Analysis																								
Stakeholder Coordination																								
City Progress Meeting																								
Selection of Preferred Design																								
Drainage Analysis / PESA Documentation																								
Prepare Prefinal Phase I Preliminary Plans/Cost Estimate/PDR																								
FHWA Coordination Meeting																								
Submit Phase I to IDOT for Review*																								
IDOT Design Comments Review Meeting																								
Public Open House Meeting (if required)																								
Finalize Phase I per IDOT/Public Comments																								
IDOT Approval of Phase I*																								
<b>Land Acquisition</b>																								
Highway Plats**																								
Appraisals, Review Appraisals and Negotiations**																								
Land Acquisition Certified by IDOT (September 13, 2023)																								
<b>Phase II Design Engineering</b>																								
IDOT Phase II Kick-Off Meeting																								
Plans, Specifications, and Estimates**																								
Permitting Agency Coordination*																								
Submit Prefinal Plans to City for Review																								
Submit Prefinal Plans to IDOT for Review (June 9, 2023)																								
Submit Final Plans to City for Review																								
Submit Final Plans to IDOT for Review (August 7, 2023)																								
Land Acquisition Certified by IDOT (September 13, 2023)																								
IDOT Letting (November 17, 2023)																								

Under Separate Agreement

Notes:  
 \* Subject to Agency review time  
 \*\*Highway Plats and Phase II plans may begin during Phase I, but Appraisals may not begin until Phase I is approved.

**EXHIBIT B**  
**SCHEDULE OF FEES**



COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

**Local Public Agency**

City of Warrenville

**County**

DuPage

**Section Number**

22-00042-00-BT

**Consultant (Firm) Name**

Baxter & Woodman, Inc.

**Prepared By**

Jay Coleman

**Date**

2/3/2022

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	12
START DATE	4/1/2022
RAISE DATE	1/1/2023
END DATE	3/31/2023

MONTHS

OVERHEAD RATE	142.57%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	4/1/2022	1/1/2023	9	75.00%
1	1/2/2023	4/1/2023	3	25.50%

The total escalation = 0.50%

**EXHIBIT B**

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Warrenville	DuPage	22-00042-00-BT

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>0.50%</b>

**PAYROLL RATES**

Exhibit B Cost Estimate of Consultant Services Worksheet Fixed Raise

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Executive Vice President	\$85.60	\$78.00
Vice President	\$73.36	\$73.73
Engineer VII	\$65.71	\$66.04
Engineer VI	\$66.42	\$66.75
Engineer V	\$60.73	\$61.03
Engineer IV	\$50.10	\$50.35
Engineer III	\$41.02	\$41.23
Engineer II	\$36.38	\$36.56
Engineer I	\$31.93	\$32.09
Environ. Scientist V	\$56.63	\$56.91
Natural Resources Mngr.	\$48.50	\$48.74
Engineer Tech V	\$51.72	\$51.98
Engineer Tech IV	\$45.28	\$45.51
Engineer Tech III	\$36.95	\$37.13
Engineer Tech II	\$29.13	\$29.28
Engineer Tech I	\$24.67	\$24.79
Spatial Tech. Manager	\$58.25	\$58.54
Spatial Tech. Prof. III	\$42.00	\$42.21
Spatial Tech. Prof. II	\$32.58	\$32.74
Survey Manager	\$44.00	\$44.22
Project Surveyor	\$37.00	\$37.19
Survey Tech.	\$22.50	\$22.61
CADD Technician III	\$43.88	\$44.10
Marketing Prof. IV	\$43.00	\$43.22
Marketing Prof. III	\$33.35	\$33.52
Admin. Support IV	\$40.00	\$40.20
Admin. Support III	\$29.75	\$29.90



**EXHIBIT B**

**Local Public Agency**

**County**

**Section Number**

City of Warrenville

DuPage

22-00042-00-BT

**AVERAGE HOURLY PROJECT RATES**

Exhibit B Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Initiation and Data Collection			Topographic Survey			Traffic Analysis			Alternative Analysis			Preliminary Design of Preferred Alternative		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.00	0.0																	
Vice President	73.73	0.0																	
Engineer VII	66.04	0.0																	
Engineer VI	66.75	0.0																	
Engineer V	61.03	112.0	13.15%	8.02										16	23.53%	14.36			
Engineer IV	50.35	222.0	26.06%	13.12	12	31.58%	15.90	16	14.29%	7.19	8	33.33%	16.78	16	23.53%	11.85	40	25.00%	12.59
Engineer III	41.23	0.0																	
Engineer II	36.56	309.0	36.27%	13.26	14	36.84%	13.47	16	14.29%	5.22	16	66.67%	24.37	36	52.94%	19.36	70	43.75%	16.00
Engineer I	32.09	0.0																	
Environ. Scientist V	56.91	0.0																	
Natural Resources Mngr.	48.74	2.0	0.23%	0.11															
Engineer Tech V	51.98	0.0																	
Engineer Tech IV	45.51	0.0																	
Engineer Tech III	37.13	0.0																	
Engineer Tech II	29.28	0.0																	
Engineer Tech I	24.79	26.0	3.05%	0.76															
Spatial Tech. Manager	58.54	0.0																	
Spatial Tech. Prof. III	42.21	0.0																	
Spatial Tech. Prof. II	32.74	0.0																	
Survey Manager	44.22	20.0	2.35%	1.04				20	17.86%	7.90									
Project Surveyor	37.19	60.0	7.04%	2.62				60	53.57%	19.92									
Survey Tech.	22.61	0.0																	
CADD Technician III	44.10	77.0	9.04%	3.99	12	31.58%	13.93										26	16.25%	7.17
Marketing Prof. IV	43.22	0.0																	
Marketing Prof. III	33.52	24.0	2.82%	0.94													24	15.00%	5.03
Admin. Support IV	40.20	0.0																	
Admin. Support III	29.90	0.0																	
<b>TOTALS</b>		852.0	100%	\$43.86	38.0	100.00%	\$43.30	112.0	100%	\$40.23	24.0	100%	\$41.16	68.0	100%	\$45.56	160.0	100%	\$40.78

EXHIBIT B

Local Public Agency

County

Section Number

City of Warrenville

DuPage

22-00042-00-BT

AVERAGE HOURLY PROJECT RATES

Exhibit B Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Drainage Analysis			Environmental Coordination and Permitting			Meetings and Public Involvement			Project Development Report			QA/QC			Project Management		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.00																		
Vice President	73.73																		
Engineer VII	66.04																		
Engineer VI	66.75																		
Engineer V	61.03	8	5.26%	3.21				40	30.30%	18.50				32	100.00%	61.03	16	50.00%	30.52
Engineer IV	50.35	30	19.74%	9.94	4	5.71%	2.88	64	48.48%	24.41	16	50.00%	25.18				16	50.00%	25.18
Engineer III	41.23																		
Engineer II	36.56	75	49.34%	18.04	38	54.29%	19.85	28	21.21%	7.76	16	50.00%	18.28						
Engineer I	32.09																		
Environ. Scientist V	56.91																		
Natural Resources Mngr.	48.74				2	2.86%	1.39												
Engineer Tech V	51.98																		
Engineer Tech IV	45.51																		
Engineer Tech III	37.13																		
Engineer Tech II	29.28																		
Engineer Tech I	24.79				26	37.14%	9.21												
Spatial Tech. Manager	58.54																		
Spatial Tech. Prof. III	42.21																		
Spatial Tech. Prof. II	32.74																		
Survey Manager	44.22																		
Project Surveyor	37.19																		
Survey Tech.	22.61																		
CADD Technician III	44.10	39	25.66%	11.31															
Marketing Prof. IV	43.22																		
Marketing Prof. III	33.52																		
Admin. Support IV	40.20																		
Admin. Support III	29.90																		
<b>TOTALS</b>		152.0	100%	\$42.51	70.0	100%	\$33.33	132.0	100%	\$50.66	32.0	100%	\$43.46	32.0	100%	\$61.03	32.0	100%	\$55.69

# STAFF HOUR SUMMARY

## ILLINOIS ROUTE 59 MULTI-USE PATH IMPROVEMENTS

City of Warrenville

### Phase I Engineering Services - Staff Hour Summary

	Task Staff Hours	Total Staff Hours
<b>1 - PROJECT INITIATION AND DATA COLLECTION</b>		
Data Collection:		
Existing Roadway Plans	2	
GIS Shape Files	4	
Aerial Photography	4	
Maintenance and Flooding Records	4	
Crash Data (5 years)	4	
Field Evaluation	8	
Funding Administrator Coordination	4	
Utility Locates and Coordination	8	
<b>Total task staff hours</b>		<b>38</b>
<b>2 - TOPOGRAPHIC SURVEY</b>		
Topographic Survey		
Field Work	70	
Structures	10	
Terrain Model	16	
Right-of-Way	16	
<b>Total task staff hours</b>		<b>112</b>
<b>3 - TRAFFIC ANALYSIS</b>		
Traffic Forecasting	8	
Crash Analysis	16	
<b>Total task staff hours</b>		<b>24</b>
<b>4 - ALTERNATIVE ANALYSIS</b>		
Alternative Geometric Development		
Develop Design Criteria	4	
2 alternatives x 16hrs/alternative x 2 alignments (east and west)	64	
<b>Total task staff hours</b>		<b>68</b>

## STAFF HOUR SUMMARY

### ILLINOIS ROUTE 59 MULTI-USE PATH IMPROVEMENTS

#### City of Warrenville

#### Phase I Engineering Services - Staff Hour Summary

	Task Staff Hours	Total Staff Hours
<b>5 - PRELIMINARY DESIGN OF PREFERRED ALTERNATIVE</b>		
Plan and Profile (4 @ 16 hrs/sheet)	64	
Typical Sections (2 typical sections @ 4 hrs/section)	8	
Preliminary Cross Sections (40 cross sections @ 1 hr/section)	40	
Preliminary Estimate of Cost and Schedule	8	
Illustrated Renderings	24	
Traffic Management Plan	16	
<b>Total task staff hours</b>		<b>160</b>
<b>6 - DRAINAGE ANALYSIS</b>		
Drainage Report (LDS)		
Existing Drainage System		
Site Visit Drainage Engineer	7	
Existing Drainage Plan	26	
Identified Drainage Problems	2	
Outlet Evaluation	8	
Hydrologic Analysis	12	
Proposed Drainage System		
Preliminary Drainage Design	20	
Storm Sewer, Culvert, and Ditch Sizing	14	
Stormwater Detention	26	
Proposed Drainage Plan an Profile	20	
Narrative/Exhibits	17	
<b>Total task staff hours</b>		<b>152</b>
<b>7 - ENVIRONMENTAL COORDINATION AND PERMITTING</b>		
Environmental Survey Request	16	
Permit Agency Early Coordination (does not include meetings)		
DuPage Stormwater Management	6	
ACOE	8	
Wetland Delineation and Report	28	
Wetland Impact Evaluation	8	
Wetland Mitigation	4	
<b>Total task staff hours</b>		<b>70</b>

## STAFF HOUR SUMMARY

**ILLINOIS ROUTE 59 MULTI-USE PATH IMPROVEMENTS**  
**City of Warrenville**  
**Phase I Engineering Services - Staff Hour Summary**

	Task Staff Hours	Total Staff Hours
<b>8 - MEETINGS AND PUBLIC INVOLVEMENT</b>		
Stakeholder Meetings (2 staff members @ 4 hrs/meeting)		
City (2)	16	
IDOT BLRS (1)	8	
IDOT Hydraulics (1)	8	
IDOT/FHWA Coordination Meetings (1)	8	
Individual Property Meetings (3 - single staff member)	12	
Field Meeting with City Staff (1 - Single staff member)	4	
Public Meetings (1)		
Exhibit Preparation Public Meeting Setup	40	
Notification letters & Supporting Exhibits		
Staff Attendance at Dry Run (2 staff @ 4hrs/staff)	8	
Staff Attendance at Meetings (2 staff @ 6 hrs/staff)	12	
Prepare Meeting Summary and Follow Up Correspondence	16	
<b>Total task staff hours</b>		<b>132</b>
<b>9 - PROJECT DEVELOPMENT REPORT</b>		
Prepare Draft PDR	32	
<b>Total task staff hours</b>		<b>32</b>
<b>10 - QA/QC</b>		
Review of milestone Submittals	32	
<b>Total task staff hours</b>		<b>32</b>
<b>11 - MANAGE PROJECT</b>		
Resource planning/internal meetings	8	
Administration - 2 hrs/month at 12 months	24	
<b>Total task staff hours</b>		<b>32</b>
<b>TOTAL PHASE I</b>	<b>852</b>	<b>852</b>

**EXHIBIT C**

**INSURANCE COVERAGES**

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
  - \$500,000 injury-per occurrence
  - \$500,000 disease-per employee
  - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: City of Warrenville, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

**EXHIBIT D**

CHANGE ORDER NO. \_\_\_\_\_

In accordance with Section 2 of the Agreement dated \_\_\_\_\_, 20\_\_\_\_ between the City of Warrenton (the "City") and Engineering Resource Associates, Inc. (the "Consultant"), the Parties agree to the following Change Order No. \_\_\_\_:

**1. Change in Contracted Services:**

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**2. Change in Project Schedule** (attach schedule if appropriate):

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**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

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**5. Change in Project Specific Pricing** (if applicable).

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**ALL OTHER TERMS AND CONDITIONS  
OF THE AGREEMENT REMAIN UNCHANGED**

**[signature page follows]**

**CITY**

**CONSULTANT**

—

\_\_\_\_\_  
Signature  
Director of Community and  
Economic Development

\_\_\_\_\_  
Signature  
Name (Printed or Typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$15,000, then the City Council must approve the Task Order in advance and the City Administrator or Mayor's signature is required.

\_\_\_\_\_  
Signature  
City Administrator

\_\_\_\_\_, 20\_\_\_\_  
Date