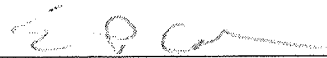


MEMORANDUM
Engineering Division
Purchasing Division

C

TO: John T. Lockerby, Village Manager

FROM: 
Mike Aleksic, Purchasing Agent


Erik P. Cook, Director of Engineering

DATE: September 28, 2017

SUBJECT: AGENDA ITEM
Green Infrastructure
Construction Engineering Services

As you are aware the Village of Skokie received grant funds for two projects in Skokie. These are improvements at the Police Station and the installation of a rain garden at Devonshire Park. The project design is complete and approved by the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) and will be constructed this fall.

This project has been approved the MWRDGC and an Intergovernmental Agreement is in place. The Intergovernmental Agreement with the Park District has been amended to include this construction and is ready for bidding.

Pertaining to the construction engineering services, it is recommended that the Village utilize the services of Baxter and Woodman Inc. (B & W). This firm is on the Village's short list of qualified consulting engineers that would be employed on engineering projects which was formulated following a formal Qualifications Based Selection (QBS) process. Furthermore, B & W completed the initial successful grant application and navigated the design process with the MWRDGC. B & W was the Project Consultant for both design and construction supervision services for the East Howard Bike Path, constructed this year. In addition, it is requested that the contract be awarded without need for further competitive bidding of the Engineering Services, as permitted under the provisions of the Illinois Professional Services Selection Act. This recommendation is predicated on the need to provide continued known service for similar type of work, continuity to the project area, and the firm's knowledge of this project. This is coupled with their very satisfactory past work performance. Based on these factors, it is strongly desired to retain the services of this firm for this next Project. Village staff has negotiated with B & W on their services cost. The Construction Engineering Services fees proposed by B & W is within the budget and typical range for these services.

Pertaining to the dollar amount for the construction engineering services, the total of \$39,500 includes construction supervision services and documentation required by the MWRDGC for this project. Village staff will also be involved in the field work. These services are the Village's costs and are budgeted. Thus, it is recommended that the Mayor and Board of Trustees authorize the award of a contract to **Baxter Woodman Inc.**, Crystal Lake, Illinois, in the not to exceed amount of **\$39,500.00, for Construction Engineering Services for this Police Headquarters and Devonshire Park Detention Improvements, Green Infrastructure Project.**

John T. Lockerby
September 28, 2017
Page 2

In conclusion, we ask that you please present this recommendation to the Mayor and Board of Trustees for review and approval at the October 16, 2017 regularly scheduled meeting:

1. Resolution authorizing the Mayor/Village Manager to execute the subject Engineering Services Agreement with B & W.

The required Resolution has been prepared by Corporation Counsel.

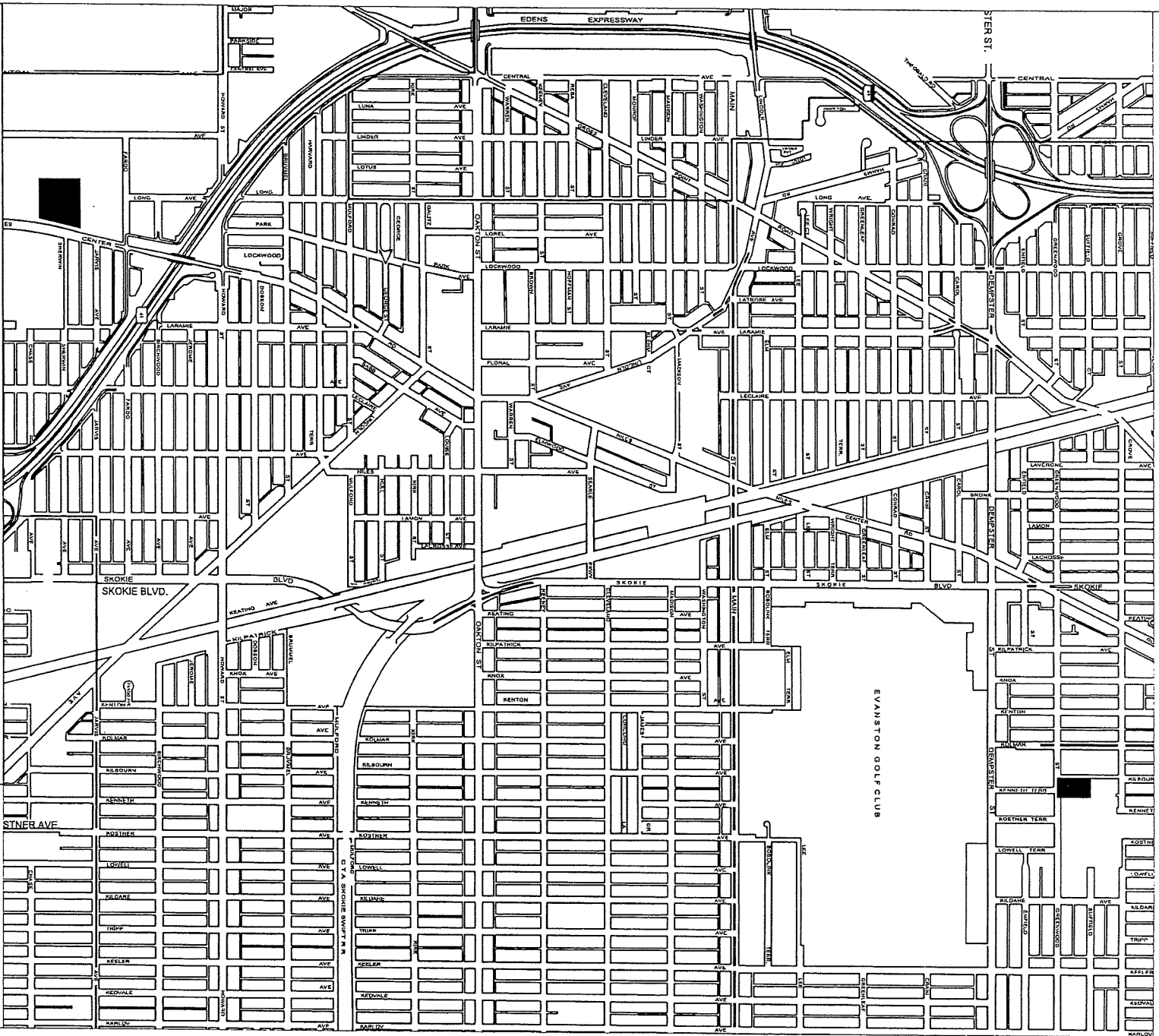
The project is planned to be substantially completed this fall. Attached is a Project Location Map.

Please contact us if there are any questions.

EPC
Attachments

cc: Michael Lorge, Corporation Counsel
Jason Wicha, Assistant Village Manager
Max Slankard, Director of Public Works
Pete Peyer, Director of Community Development
Julian Prendi, Finance Director

2017 GREEN INFRASTRUCTURE PROJECTS



GREEN INFRASTRUCTURE PROJECT LOCATIONS

POLICE HEADQUARTERS - WEST OF NILES CENTER ROAD
DEVONSHIRE PARK - EAST OF KILBOURN AVE., & NORTH OF GREENWOOD ST.

LEGEND:
 GREEN INFRASTRUCTURE



NORTH

THIS RESOLUTION MAY BE CITED AS
VILLAGE RESOLUTION

17-10-R-

**A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT
FOR CONSTRUCTION ENGINEERING SERVICES WITH BAXTER &
WOODMAN, INC. FOR GREEN INFRASTRUCTURE PROJECTS AT 7300
NILES CENTER ROAD AND DEVONSHIRE PARK, SKOKIE, ILLINOIS**

1 **WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago
2 (hereinafter "MWRD") has agreed to provide funding for two Green Infrastructure projects to be
3 located at the Police Station at 7300 Niles Center Road and at Devonshire Park, Skokie, Illinois
4 (hereinafter collectively "Projects"); and

5 **WHEREAS**, the Projects will include a rain garden to be located at the southwest corner of
6 Devonshire Park, and multiple detention areas, using small ponds, at 7300 Niles Center Road.
7 Both projects will use similar native landscaping for additional natural absorption; and

8 **WHEREAS**, the Projects' design has been completed and it is now necessary to enter into
an agreement for construction engineering services to commence the next phase of the Projects.
9 The proposed engineering firm for the construction phase of the Projects, Baxter & Woodman,
10 Inc. (hereinafter "B&W"), has successfully completed the initial grant application and design
11 process with MWRD for these Projects. This company has also consulted on several other
12 Village projects, in which they have demonstrated a consistent favorable quality of work; and
13

14 **WHEREAS**, the proposed Construction Engineering Services agreement with B&W is for
15 the amount not to exceed \$39,500 which will include construction supervision services and
16 documentation required by MWRD. Village staff will also be involved in the field work; and

17 **WHEREAS**, the Village Manager recommended to the Mayor and Board of Trustees that the
18 Agreement for construction engineering services with Baxter & Woodman, Inc., be approved
19 substantially in the form attached hereto and marked as Exhibit "1", subject to changes approved by
20 the Village Manager or designee and the Corporation Counsel of the Village of Skokie;

21 **NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village
22 of Skokie, Cook County, Illinois that the Agreement for construction engineering services with
23 Baxter & Woodman, Inc., a copy of which is attached hereto and marked Exhibit "1", or subject to
24 changes approved by the Village Manager or designee and Corporation Counsel of the Village of
25 Skokie, be and the same is hereby approved.

26 **BE IT FURTHER RESOLVED** by the Mayor and Board of Trustees of the Village of Skokie,
27 Cook County, Illinois that the Village Manager is hereby authorized to execute the Agreement for
28 construction engineering services with Baxter & Woodman, Inc., a copy of which is attached and
29 marked Exhibit "1", subject to changes approved by the Village Manager or designee and
30 Corporation Counsel of the Village of Skokie.

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PASSED this day of October, 2017.

Ayes:
Nays:
Absent:

Attest:

Village Clerk

Approved by me this day of
October, 2017.

Village Clerk

Mayor, Village of Skokie

Exhibit 1



8678 Ridgefield Road, Crystal Lake, IL 60012 • 815.459.1260 • baxterwoodman.com

November 28, 2016

Mr. Max Slankard
Director of Public Works
Village of Skokie
5127 Oakton Street
Skokie, IL 60077

Subject: Village of Skokie - Police Headquarters and Devonshire Park Detention Improvements Proposal for Construction Engineering Services

Dear Mr. Slankard,

The Police Headquarters and Devonshire Park Detention Improvements consist of creating suitable onsite locations for storm water storage in order to alleviate parking lot flooding while avoiding adverse impacts offsite. In response to your request for Construction Engineering Services for the Police Headquarters and Devonshire Park Detention Improvements, Baxter & Woodman, Inc. is excited and ready to serve Skokie again, and submit our Proposal to provide the following services.

Scope of Services

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - Attend and prepare minutes of preconstruction conference, and review Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - Attend periodic construction progress meetings.
 - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction 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 contract documents. Owner further agrees that the Engineer'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. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - Review construction record drawings for completeness prior to submission to CADD.

- Prepare construction contract Change Orders and Work Directives when authorized by the Owner.
 - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Research and prepare written response by Engineer to requests for information from the Owner and Contractor.
 - Project Manager or other office staff visit site as needed.
4. FIELD OBSERVATION
- Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. This Proposal is based on our understanding of the construction scope and your needs, and includes 4 Weeks of Full Time and 2 weeks of Part Time Field Observation by our Resident Project Representative. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any Contractor's work, nor shall the Engineer 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. Engineer 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, which Contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any Contractor, SubContractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
 - Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
 - Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide

Mr. Max Slankard
Village of Skokie

November 28, 2016
140555.60 • Page 2



weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

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

Engineering Fee

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$39,500.

Thank you for the opportunity to submit our Proposal for this Project. Upon your written authorization to proceed, we will begin working immediately. Please contact me if you should have any questions or need additional information.

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.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

John P. Mick, II, P.E.
Client Manager Skokie
Attachment

VILLAGE OF SKOKIE, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

I:\Crystal Lake\SKOKI\140555-Police Station\Contract\60-Construction\Work\140555.60 Proposal.docx

Mr. Max Slankard
Village of Skokie

November 28, 2016
140555.60 • Page 3

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner 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 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 or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute 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 made by all parties. 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 Local Government Prompt Payment Act.

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 of contractor's methods of determining prices, or over competitive bidding, of 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 completed with 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 guarantees or 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 all applicable laws and 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 contractor 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 of the site, nor for any failure of a 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 contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer 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 to only 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 construction 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, that 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:	\$5 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		

BAXTER & WOODMAN
Consulting Engineers

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. 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 arising out of or relating to the Project, provided that such claim, cost, loss, or damage is 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 negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (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 claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (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, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (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 perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client 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 Client 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. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years 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 Client or BW to any third party, including any lender, Contractor, Contractor's 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 Client 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 them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

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 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 comes as close to expressing 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.

BAXTER & WOODMAN
Consulting Engineers