



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

***Authorizing the County Executive to Execute a Contract with Baxter & Woodman
for Consulting Engineering on As-Needed Basis***

WHEREAS, Will County desires to contract for Consulting Engineering on As-Needed Basis for the Land Use Department, and

WHEREAS, the County Executive's Office has completed a successful negotiation process with Baxter & Woodman, Mokena, IL for Consulting Engineering on As-Needed Basis for the Land Use Department, based upon the attached November 20, 2015 proposal.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board concurs with the recommendation of the Will County Executive's Office and Will County Land Use Department and hereby authorizes the County Executive to execute a professional services contract with the firm of Baxter & Woodman, Mokena, IL for Consulting Engineering on As-Needed Basis for the Land Use Department based upon the attached November 20, 2015 proposal.

BE IT FURTHER RESOLVED, this contract is subject to the review and approval of the State's Attorney's Office.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 17th day of December, 2015.

AYES: Howard, Ogalla, Moustis, Singer, Moran, Rice, Harris, Traynere, Bennefield, Fritz, Freitag, Gould, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Staley-Ferry, Babich, Wilhelmi, Hart, Maher, Tuminello, Weigel, Collins, Ferry

Result: Approved - [Unanimous]

Nancy Schultz Voots (SEAL)
Will County Clerk

Approved this 17th day of December, 2015.

Lawrence M. Walsh
Will County Executive

Rifa Weiss

From: Matt Guzman
Sent: Friday, November 20, 2015 3:26 PM
To: David Dubois
Subject: RE: Updated Contract Amount

David, after reviewing the modification by B&W of Section 4.2, I see no further issues with the documents. Good luck!

~Matt

From: David Dubois
Sent: Friday, November 20, 2015 3:18 PM
To: Matt Guzman
Subject: FW: Updated Contract Amount
Importance: High

Matt,
Attached are the changes we discussed to 4.2.
In my haste to get this done today, I looked at it and realized I did not advise him to change "requests" to "invoices".
Please let me know if that is an issue.
Thanks again for your help.
David

David Dubois, AICP
Director, Development Review Division
Zoning Administrator
Will County Land Use Department
58 E. Clinton St., Suite 100
Joliet, IL 60432
815-740-8140
815-774-3386 (fax)
ddubois@willcountylanduse.com



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From: Stephen R. Amann [<mailto:samann@baxterwoodman.com>]
Sent: Friday, November 20, 2015 3:13 PM
To: David Dubois
Subject: RE: Updated Contract Amount

David,
Here are the changes we discussed:

1. PDF of the Engineering Services Agreement, with the changes highlighted ("ESA FOURTH DRAFT 20151120 MARKUP), and
2. PDF of the (full) Engineering Services Agreement, with the required attachments ("ESA FINAL 20151120"). These attachments are:
 - a. Exhibit A – Project Description;
 - b. Exhibit B – Scope of Services; and
 - c. 2016 Rate Sheet.

Please let me know if you have any questions or need any additional information.

Rita Weiss

From: Stephen R. Amann <samann@baxterwoodman.com>
Sent: Friday, November 20, 2015 3:13 PM
To: David Dubois
Subject: RE: Updated Contract Amount
Attachments: ESA FOURTH DRAFT 20151120 MARKUP.pdf, ESA FINAL 20151120.pdf

David,

Here are the changes we discussed:

1. PDF of the Engineering Services Agreement, with the changes highlighted ("ESA FOURTH DRAFT 20151120 MARKUP"); and
2. PDF of the (full) Engineering Services Agreement, with the required attachments ("ESA FINAL 20151120"). These attachments are:
 - a. Exhibit A – Project Description;
 - b. Exhibit B – Scope of Services; and
 - c. 2016 Rate Sheet.

Please let me know if you have any questions or need any additional information.

Thanks,
 Steve

*Stephen R. Amann, P.E., CFM
 Baxter & Woodman, Inc.
 Mokena, IL
 708.478.2090 Office
 815.444.3345 Direct*

From: Stephen R. Amann
Sent: Friday, November 20, 2015 2:00 PM
To: 'David Dubois' <DDubois@willcountylanduse.com>
Subject: RE: Updated Contract Amount

David,

Here are the revisions:

1. PDF of the Engineering Services Agreement, with the changes highlighted (note our signature date was updated).
2. PDF of the Engineering Services Agreement.
3. PDF of the Rate Sheet, with the changes highlighted.
4. PDF of the Rate Sheet.

Let me know if you have any questions or need any additional information.

I'll be in the office until 2:30, then available on my cell phone (708-431-0251) thereafter.

Thanks,
 Steve

*Stephen R. Amann, P.E., CFM
 Baxter & Woodman, Inc.
 Mokena, IL
 708.478.2090 Office
 815.444.3345 Direct*

From: David Dubois [mailto:DDubois@willcountylanduse.com]
Sent: Friday, November 20, 2015 10:16 AM

Attachment: Contract Docs (15-384 : Consulting Engineering Firm on As-Needed Basis)

To: Stephen R. Amann <samann@baxterwoodman.com>
Subject: RE: Updated Contract Amount

Still waiting...we have one comment from our Department, but I was waiting for the SAO.
 I called the SAO this morning and left a voicemail.
 Thanks.

David Dubois, AICP
 Director, Development Review Division
 Zoning Administrator
 Will County Land Use Department
 58 E. Clinton St., Suite 100
 Joliet, IL 60432
 815-740-8140
 815-774-3386 (fax)
ddubois@willcountylanduse.com



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From: Stephen R. Amann [mailto:samann@baxterwoodman.com]
Sent: Friday, November 20, 2015 10:14 AM
To: David Dubois
Cc: Brian Radner; Curt Paddock
Subject: Updated Contract Amount

David,
 Here are two PDF's of the Engineering Services Agreement, both of which have the updated contract amount (\$161,960 vs. \$161,000; Paragraph 4.1 near the bottom of Page 2).
 One of them is plain; the other one has the redlines from Tuesday afternoon. From our conversation yesterday afternoon, I believe the SAO still has to sign off on the final revisions. I'm hoping that the changes will be approved, and so I'm sending the updated contract in anticipation.
 Let me know if you have any questions or need any additional information.
 Thanks,
 Steve

Stephen R. Amann, P.E., CFM



main: 708.478.2090 | direct: 815.444.3345
 email: samann@baxterwoodman.com
www.baxterwoodman.com
 8840 W. 192nd St., Mokena, IL 60448

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 Thank You.

Attachment: Contract Docs (15-384 : Consulting Engineering Firm on As-Needed Basis)

WILL COUNTY

LAND USE DEPARTMENT PROFESSIONAL ENGINEERING SERVICES

THIS IS AN AGREEMENT effective as of Dec. 17, 2015 ("Effective Date") between Will County ("Owner") and Baxter & Woodman, Inc. ("Engineer").

Owner's Project, of which the Engineer's services under this Agreement are a part, is generally identified in Exhibit A ("Project"), attached hereto and incorporated herein by this reference.

Owner and Engineer in consideration of their mutual covenants set forth herein agree as follows:

1. **SERVICES OF ENGINEER**

- 1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit B, attached hereto and incorporated herein by this reference.
- 1.2 In performing services hereunder, Engineer shall at all times act as an independent contractor and not as an agent or employee of Owner. The services shall be completed to the satisfaction of Owner; however, the actual details of the services shall be under Engineer's control. Engineer is required to make appropriate filings with the taxing authorities to account for and make all payments required by local, state and federal authorities, including without limitation, income tax and social security payments. Engineer shall also comply, at its expense, with all applicable provisions of workers compensation laws, unemployment compensation laws, social security laws, the Fair Labor Standards Act and all other applicable federal, state and local regulations relating to the terms and conditions of employment required to be fulfilled by an employer. Engineer further agrees to indemnify and hold Owner harmless for any and all claims made by the above mentioned authorities resulting from performance of services by Engineer hereunder or otherwise arising out of Engineer's breach of the obligations contained in this paragraph.

2. **OWNER'S RESPONSIBILITIES**

- 2.1 Provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

- 2.2 Furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Site.
- 2.3 Furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete the Project.
- 2.4 The Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.
- 2.5 The Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable, fit for their intended purposes and compliant with the construction documents and applicable project requirements.
- 2.6 Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

3. SCHEDULE FOR RENDERING SERVICES

- 3.1 Engineer is authorized to begin services as of the Effective Date.
- 3.2 Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed will be established with each Project Work Order.
- 3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.

4. COMPENSATION, INVOICES AND PAYMENTS

- 4.1 The Owner shall pay the Engineer for the services performed or furnished under Exhibit B, Sections 1 through 5 based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which will not exceed \$161,960.00, Engineer's Project No. 150670.90.
- 4.2 The Engineer shall submit monthly requests for payments for services rendered, if any. Said monthly requests shall include descriptions of all services provided. Payments shall be due and owing by the Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch.50, Sec. 505, et. Seq.; and if Owner fails to comply, the Engineer may, after giving seven (7) days written notice to the

Owner, suspend services under this Agreement until the Engineer has been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

- 4.3 The Owner may, at any time, by written order, make changes to the scope of this Agreement, which changes shall not become effective unless and until Engineer issues its written acceptance of same. If such changes cause an increase or decrease in the Engineer's fee or time required for performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified. No service for which added compensation is to be charged will be provided without first obtaining written authorization from the Owner. The parties further agree that the Engineer shall bear professional responsibility only for services and work performed. The Engineer shall not be responsible for the changes made to the project documents by the Owner, contractor, or others without the Engineer's prior review and written approval.

5. OPINION OF PROBABLE CONSTRUCTION COSTS

- 5.1 The Engineer's opinion of probable construction costs, if included in its scope of services, represents its reasonable judgment as a professional engineer. The Owner acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warranty or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. ENGINEER'S PERFORMANCE

- 6.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 6.2 Engineer shall be responsible for the technical accuracy of its services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.
- 6.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications

to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation, which shall be adjusted equitably.

- 6.4 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.
- 6.5 Engineer's site observation shall be at the times agreed upon in Exhibit B. 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.

7. **INSURANCE**

7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

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

7.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, of the Engineer and their officers, directors, employees, agents, or consultants to anyone claiming by, through or under Owner for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions strict liability, breach of contract, indemnity, subrogation or warranty (express or implied), hereafter referred to as the "Claims", shall not exceed the total

Attachment: Contract Docs (15-384 : Consulting Engineering Firm on As-Needed Basis)

remaining insurance proceeds available under the terms and conditions of Engineer's responding insurance policy.

8. INDEMNIFICATION AND MUTUAL WAIVER

- 8.1 To the fullest extent permitted by law, Engineer 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 claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer's negligent acts or omissions.
- 8.2 Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, agents and consultants from and against 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 claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death of, or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Owner or its officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner with respect to this Agreement and/or to the Project.
- 8.3 To the fullest extent permitted by law, Owner and Engineer 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, exemplary, or consequential damages arising out of, resulting from, or in any way related to the Project or Engineer's services.
- 8.4 In the event claims, losses, damages or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 8.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

9. TERMINATION

- 9.1 This Agreement shall be effective and binding from the Effective Date for a term ending on November 30, 2016, unless terminated earlier pursuant to the terms hereof. "The Owner may terminate this Agreement, in whole or in part, in its sole discretion, for any reason, or for no reason whatsoever. This Agreement may be terminated, in whole or in part, by

Engineer if Owner fails to fulfill its obligations under this Agreement through no fault of Engineer. However, termination by Engineer shall not be effective unless Engineer has provided no less than ten (10) business days' written notice to Owner by certified mail of its intent to terminate."

- 9.2 If this Agreement is terminated by either party, the Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the date of termination.

10. USE OF DOCUMENTS

- 10.1 In the event the County receives a Freedom of Information Act (FOIA) request pertaining to this agreement, the County shall immediately notify and transmit a copy of said FOIA request to Engineer. Engineer shall then, within the statutory time frame required to respond to FOIAs as set forth within the FOIA laws, advise the County whether Engineer deems the information sought is exempt from disclosure, shall advise the County the reason(s) said information is exempt, citing the exact provision(s) within the FOIA laws justifying exemption, without simply claiming the information is generally "confidential," "proprietary," "exempt from disclosure," or the like, and Engineer shall bear all costs, including, but not limited to, litigation costs, defending any action in support of Engineer's exemption position."
- 10.2 Either party to this Agreement may rely that data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.
- 10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within 60 calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

Attachment: Contract Docs (15-384 : Consulting Engineering Firm on As-Needed Basis)

- 10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.
- 10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the Owner or a third party; plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer will be kept for a period of 14 years after Project closeout.

11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

- 11.1 Owner and Engineer are hereby bound, as are their respective successors, employees and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.
- 11.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplies, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. DISPUTE RESOLUTION

- 12.1 Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement, or exercising their rights under law.
- 12.2 If the parties fail to resolve a dispute through negotiation under paragraph 12.1, Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a

confidential basis as permitted under the law, and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court in the 12th Judicial Circuit, Will County, Illinois.

13. MISCELLANEOUS PROVISIONS

- 13.1 This Agreement is to be governed by the law of the State of Illinois.
- 13.2 Any notice required under this Agreement will be in writing, addressed to the designated party at its address in the signature page and served personally, by facsimile, by registered or certified mail (postage prepaid), or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.
- 13.4 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 Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- 13.5 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.
- 13.6 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.
- 13.7 This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior or oral understandings. This Agreement may be amended only by a mutually agreed and executed written instrument.
- 13.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

Attachment: Contract Docs (15-384 : Consulting Engineering Firm on As-Needed Basis)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Engineer: BAXTER & WOODMAN, INC.

Owner: WILL COUNTY

By: [Signature]

By: [Signature: Lawrence M. Walsh]

Louis D. Haussmann, P.E.

Title: Vice President/COO

Title: County Executive

Date Signed: November 20, 2015

Date Signed: December 17, 2015

Address for giving notices:
8678 Ridgefield Road
Crystal Lake, IL 60012

Address for giving notices:
58 E. Clinton Street, Suite 100
Joliet, IL 60432

Designated Representative:

Designated Representative:

Steve Amann

Lawrence M. Walsh

Phone Number: 815-459-1260
Email Address: samann@baxwood.com

Phone Number: 815-774-3362
Email Address:

I:\Mokena\WILLC\150670-Land Use Dept Engrg\Contract\ESA THIRD DRAFT 20151120.docx

Attachment: Contract Docs (15-384 : Consulting Engineering Firm on As-Needed Basis)

WILL COUNTY, ILLINOIS
LAND USE DEPARTMENT PROFESSIONAL ENGINEERING SERVICES

EXHIBIT A

PROJECT DESCRIPTION

Act as the County's Consulting Engineer providing Professional Engineering Services including serving as the County's representative, providing consultation and advice, and furnishing customary engineering and construction related services. These services are more fully described in Exhibit B.

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Attachment: Contract Docs (15-384 : Consulting Engineering Firm on As-Needed Basis)

WILL COUNTY

LAND USE DEPARTMENT PROFESSIONAL ENGINEERING SERVICES

EXHIBIT B

SCOPE OF SERVICES

1. ANNUAL MEETING - Conduct an annual meeting with the Owner to review the scope of services, methods to be followed for requesting services and authorizing expenses, commitments to schedules and deadlines, primary contact for the Owner and Engineer, and similar organizational and communication items. Prepare annual meeting minutes for the Owner to review the scope of services, methods to be followed for requesting services and authorizing expenses, commitments to schedules and deadlines, primary contact for the Owner and Engineer, and similar organizational and communication items. (No Charge)
2. DEVELOPMENT SERVICES - Provide development assistance services including:
 - A. DEVELOPMENT ASSISTANCE AND REVIEW - Provide professional engineering services for the review of development projects. Reviews may include agreements, development fees, concept plans, preliminary plats and plans, final plats and final engineering plans, and estimated costs of construction, for site development permits, subdivisions, building permit applications, zoning applications such as special use permits, and floodplain development applications, including applications to the Federal Emergency Management Agency for Letters Of Map Amendment, Letters Of Map Revision, and Conditional Letters Of Map Revision. This task typically includes the review of stormwater management systems, streets and sidewalks, parking lots, lighting, site grading, floodplain and floodway modifications, and soil erosion and sediment control measures. Prepare a list of findings, conclusions, and recommendations, and incorporate County comments into a written review letter addressed to the developer and the County.
 - C. MEETINGS - Attend, initiate, or facilitate meetings with County staff, the development applicant, and the applicant's consultants to discuss review comments and other design considerations.
 - D. PUBLIC MEETINGS - Attend meetings of the Land Use Committee, or the County Board to present recommendations regarding the proposed development.
 - E. SITE VISITS - Inspect the development site to verify pre-development conditions, or to confirm that the development is in substantial conformance with the approved development plans.

- F. LETTER OF CREDIT REDUCTION – Review the developer’s requests for a reduction in the letter of credit for the development, verify the status of construction, and make a recommendation to the County.
 - G. RECORD DRAWINGS – Review record drawings submitted by the developer to determine whether the development is in substantial conformance with the approved development plans.
 - H. PROJECT CLOSEOUT – Provide construction cost estimates, prepare construction documents, and construction contract administration associated with performance guarantees for incomplete developments.
3. GENERAL SERVICES – Provide technical engineering assistance in the form of review, consultation, and advice to the Land Use Department, the Planning and Zoning Commission, the Board, and the Stormwater Management Planning Committee. Provide technical engineering assistance for the implementation, enforcement, and amendment of the Water Resources Ordinance and other regulatory ordinances, policies, Land Use Department forms and standards, when requested by County officials. Investigate and conduct field inspections to address complaints associated with alleged violations of the Water Resources Ordinance, prepare written summaries of investigations and inspections. Respond to inquiries posted by County staff and elected officials, and the public. Provide technical assistance and contract management associated with the U.S. Army Corps of Engineers feasibility study for the Lower DuPage River.
4. MEETING ATTENDANCE AND REPRESENTATION: Attend regular and special meetings when requested by County officials to answer engineering-related questions:
- A. PRE-APPLICATION MEETINGS – Attend meetings at the Land Use Department office during the work day.
 - B. PUBLIC MEETINGS – Attend Planning and Zoning Commission, Stormwater Management Planning Committee, Board, and community/neighborhood meetings.
 - C. STAFF MEETINGS – Attend Land Use Department Staff Meetings during the work day.
 - D. ON-SITE STAFFING – Provide an employee of the Engineer to spend time during the work day at the Land Use Department office.
5. NPDES PHASE II ILR40 PERMIT ASSISTANCE: Provide engineering-related services as requested by County officials to assist the Owner with its compliance efforts under the Illinois Environmental Protection Agency’s General Permit for Municipal Separate Storm Sewer Systems.

Attachment: Contract Docs (15-384 : Consulting Engineering Firm on As-Needed Basis)

BAXTER & WOODMAN, INC.
2016 HOURLY BILLING RATES AND EXPENSE ITEMS
FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Principal	\$180
Senior Engineer III to IV	\$150 to \$170
Senior Engineer I to II	\$125 to \$140
Engineer III to IV	\$115
Engineer I to II	\$80 to \$95
Engineering Technician III to V	\$110 to \$140
Engineering Technician I to II	\$70 to \$95
Senior Geologist	\$135
CAD / GIS / Survey Technician III to IV	\$105 to \$150
CAD / GIS / Survey Technician I to II	\$85 to \$95
Clerical II	\$90 to \$110
Clerical I	\$70
Support Manager	\$160

Hourly rates for inspection services do not include any overtime.
Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.
Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.
Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem or \$32.50 per half diem.
Traffic Counters \$50/day.
Miovision Traffic System usage will be reimbursed at a rate of \$600.00 per diem and \$24.00 per hour processing.
Sub-consultant costs will be reimbursed at their invoice costs plus 5%