

March 1, 2023

Mayor and Board of Trustees  
Village of Westmont  
31 W. Quincy Street  
Westmont, Illinois 60559

***Subject: Village of Westmont – Linden, Warwick and Dallas Water Main Improvements  
Construction Services***

Dear Mayor and Board of Trustees:

Baxter & Woodman, Inc. is pleased to submit this Proposal to complete construction engineering services for the Linden, Warwick and Dallas Water Main Improvements project consisting of approximately 2,081 linear feet of 8" PVC water main and approximately 282 lineal feet of 6" PVC water main, including gate valves, vaults, fire hydrants, and other miscellaneous items of work.

The following outlines our scope of services and engineering fee:

**Construction 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
  - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
  - B. Receive Contractor insurance documents.
  - C. Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
  - A. Attend periodic construction progress meetings.
  - B. 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 of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- C. Prepare construction contract change orders and work directives when authorized by the Owner.
- D. 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.
- E. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- F. Project manager or other office staff visit site as needed.

#### 4. FIELD OBSERVATION

- A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 320 hours) 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.
- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the 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.
- C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on

site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.

- D. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- E. 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.

5. PROJECT CLOSEOUT

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- B. Prepare Certificate of Substantial Completion.
- C. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- D. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- E. Review the Contractor's requests for final payment and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.

**Schedule**

PROJECT SCHEDULE

Notice to Proceed	March 2023
Substantial Completion	May 2023 (90 Calendar Days from NTP)
Final Completion Date	June 2023 (120 Calendar Days from NTP)

**Engineering Fee**

The Owner shall pay the Engineer for the services performed or furnished, based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$73,000.00.

If this Proposal is acceptable, **please sign and return one copy for our files.** The attached Standard Terms and Conditions apply to this Proposal.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Dennis Dabros, PE  
Vice President  
Attachment

**VILLAGE OF WESTMONT, ILLINOIS**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_