



DEUCHLER

CIVIL | STRUCTURAL | ELECTRICAL | ENVIRONMENTAL

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AURORA, ILLINOIS 60506

April 2, 2019

Mr. Nathan Bullard, P.E.
Public Works Director/City Engineer
City of Plano
17 E. Main Street
Plano, IL 60545

**RE: Proposal for Consulting Engineering Services
Sandy Lane Water Main Replacement**

Dear Mr. Bullard:

It is our understanding that the City of Plano (City) intends to replace the existing 4-inch water main, which is at the end of its useful life, on Sandy Lane between S. Hale Street and Esta Drive with a new 6-inch ductile iron water main along the same route and in generally the same location. The existing 4-inch main will be abandoned in place and the new 6-inch main will be connected to the existing 8-inch ductile iron main on S. Hale Street and the existing 6-inch ductile iron main on Esta Drive with a valve at each connection. Nine (9) residential water services will also need to be reconnected to the new 6-inch main. As such, the City is in need of consulting engineering services to obtain the necessary topographical information and to prepare the required plans for permitting, bidding and construction purposes.

Deuchler Engineering Corporation (Deuchler) appreciates the opportunity to submit this proposal to provide the required consulting engineering services as outlined below.

LISTING OF ACTIVITIES

Deuchler hereby proposes to provide engineering services for the above referenced project in accordance with the following:

1. Perform a topographical survey of Sandy Lane between S. Hale Street and Esta Drive. Survey will extend approximately 10 feet to either side of the existing edges of pavement along Sandy Lane. The topographic survey will identify visible planimetric objects. Physical characteristics will include the following information:
 - a. Roadways, driveway entrances and other surface improvements.
 - b. Individual trees 4-inches in diameter and larger along with the diameter at breast height. Tree species identification is not included in the scope of services.

- c. Spot elevations.
 - d. Visible surface evidence of underground utility improvements. Locations of underground utility improvements may be delineated based on information supplied by others, if available, with reference to the origin of any such information.
 - e. Elevations, pipe sizes and pipe material of underground utility improvements at all accessible manholes. No confined space entries, as defined by OSHA, are included in the scope of services.
2. Our proposal is based on using Illinois State Plane Coordinates (East Zone) for horizontal control and NAVD 88 for vertical control.
 3. Prepare and submit to Owner final design engineering plan sheet(s) showing the following:
 - a. Plan and profile of the proposed water main replacement. It will depict the size and horizontal location of elements included within the scope of this agreement. This information will be illustrated on a dimension control sheet and/or typical section as appropriate.
 - b. Construction Details - Standard details will be provided to provide specific detail as required for excavation/backfill, water main valves, service connections and surface restoration.
 4. The final deliverable work product will be three (3) hard copies of 24" x 36" plan sheet(s) prepared at an appropriate scale, along with drawing files in PDF format for use by the City. All plan sheets furnished by Deuchler pursuant to this agreement will be endorsed and will show its professional seal where such is required by law.

Based upon current work loads, we would anticipate delivery of the final plan sheets for permitting approximately two (2) weeks from our receipt of a notice to proceed.

FEES

Compensation for services shall be made on a time and materials basis with a not-to-exceed total of \$2,000.00. Any services not identified above will be billed as additional services on a time and material basis in accordance with our current fee schedule in effect (see attached 2019 fee schedule). No additional services will be performed without the written consent of the City.

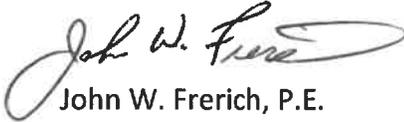
AUTHORIZATION

Should this Agreement meet with your approval, please indicate your authorization to proceed by signing below and returning one original copy to our office. Your signature will also

constitute acceptance of the General Terms and Conditions which are attached, and incorporated into this proposal by reference. The parties agree that a facsimile and/or email transmission of the signed proposal constitutes an original and binding document.

We appreciate this opportunity to be of service and are looking forward to working with you on this project. If you should have any questions or comments concerning the enclosed, please do not hesitate to contact our office.

Very Truly Yours,



John W. Frerich, P.E.
President

APPROVED AND ACCEPTED BY: CITY OF PLANO

By: _____ (print)

_____ (signature)

Title: _____

Date: _____

PROFESSIONAL RESPONSIBILITY. Deuchler Engineering Corporation (DEUCHLER) is an engineering and environmental consulting firm, which performs services consistent with the skill and care ordinarily exercised by other professional consultants in the geographic location of the Project under similar circumstances at the time services are performed, subject to limitations established by CLIENT and agreed to in writing by DEUCHLER as to degree of care, time or expense to be incurred or other limitations of this Agreement. In the performance of services, DEUCHLER shall have the right to rely on the accuracy of any information provided by CLIENT. No other representation, warranty or guaranty, expressed or implied, is included in or intended by DEUCHLER's services, proposals, agreements, or reports. DEUCHLER may use the services of subconsultants when, in DEUCHLER's sole opinion, it is appropriate and customary to do so. Such subconsultants and entities include, but are not limited to, drillers, contractors, specialized consultants, testing laboratories, and waste disposal facilities.

RELATIONSHIP OF PARTIES. Neither this Agreement, nor the services performed by DEUCHLER, shall be construed or interpreted as requiring DEUCHLER to assume the status of owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms or any other similar terms are used in any federal, state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT. Invoices will be submitted monthly or at Project completion as shown on the Purchase Order or Contract, and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid more than thirty (30) days from the date of invoice, payment to be applied first to accrued late payment charges and interest and then to the unpaid principal amount. In the event a payment is more than thirty (30) days late DEUCHLER may, at its option, withhold further services or delivery of reports, services or other data pending receipt of such payment for services rendered. In the event that CLIENT fails to pay DEUCHLER for services rendered, CLIENT agrees to pay reasonable legal fees and other related costs or expenses incurred by DEUCHLER in collecting its compensation for those services from CLIENT.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the performance of the project or following the completion of the project, CLIENT and DEUCHLER may agree to submit a dispute or other matter arising out of or relating to this agreement or the work to nonbinding mediation. Such mediation, however, shall not be a condition precedent to the institution of legal or equitable proceedings by either party. Any mediation agreed to by the parties shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The mediator's fee, and any filing fees, shall be shared equally. The mediation shall be held in the city where the Project is located unless another location is mutually agreed upon. CLIENT and DEUCHLER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

INSURANCE and LIMITATION OF LIABILITY. DEUCHLER acknowledges that it carries, and shall maintain for the duration of the Project, insurance issued by a company or companies qualified to do business in Illinois in the usual and customary amounts for professional engineers for Professional Liability, Worker's Compensation, Employer's Liability, and Commercial Automobile Liability. Certificates for such insurance shall be delivered to CLIENT upon request. In consideration of potential liabilities which may be disproportionate to the fees to be earned by DEUCHLER, CLIENT agrees to limit the liability of DEUCHLER, its officers, directors, shareholders, employees, agents, and representatives to CLIENT or third parties claiming through the CLIENT for all uninsured claims or legal proceedings of any type (including but not limited to DEUCHLER's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$50,000 or the amount of DEUCHLER's fee for the services rendered for this Project. Failure of CLIENT to give written notice to DEUCHLER of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall DEUCHLER indemnify any other party for that party's negligence, willful misconduct, or failure to follow DEUCHLER's recommendations.

INCIDENTAL OR CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any incidental, special, consequential, or punitive damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by CLIENT or DEUCHLER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

INDEMNIFICATION. Subject to the limitation of liability above and the conditions of DEUCHLER's insurance, each party agrees to indemnify and hold harmless the other from any claim, suit, liability, damage, injury, cost or expense, including reasonable attorney's fees, (hereafter collectively called "Loss") to the extent caused by a) breach of this Agreement or b) willful misconduct or negligence in connection with the performance of this Agreement. In no event shall DEUCHLER indemnify CLIENT or any third party for the consequences of that party's negligence or willful misconduct, including failure to follow DEUCHLER's recommendations. In addition to and without limiting the generality of the foregoing, CLIENT agrees to indemnify DEUCHLER to the fullest extent permitted by law against any Loss (whether or not under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance) a) arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials, unless such is the result of DEUCHLER's willful misconduct or professional negligence, b) arising out of any acts taken or alleged

failure to act with respect to matters covered in the section titled CONTAMINATION REPORTING AND DISPOSAL, or c) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

MANDATORY ORDERS. If DEUCHLER is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by DEUCHLER, CLIENT agrees to pay all costs and expenses incurred by DEUCHLER not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses.

EXTENSION OF PROTECTION. CLIENT agrees to extend any and all liability limitations and indemnifications provided by CLIENT to DEUCHLER to those individuals and entities which DEUCHLER retains for performance of the services under this Agreement, including but not limited to DEUCHLER officers and employees and their heirs and assigns, as well as DEUCHLER's subconsultants or subcontractors, and their officers, employees, heirs and assigns.

ACCESS TO SITE. CLIENT agrees to grant or arrange access to the Project Site as is deemed necessary by DEUCHLER to perform the work, whether or not the Project Site is owned by CLIENT. The cost of repairing any reasonably unavoidable damages is not part of the services or fee contemplated by this Agreement and shall be borne by CLIENT. Only authorized persons shall be allowed near the work area. DEUCHLER shall have the right to prevent unauthorized persons from entering the work area.

TIME OF PERFORMANCE. DEUCHLER makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond DEUCHLER's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.

CHANGED CONDITIONS. If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not contemplated by DEUCHLER and which materially affect DEUCHLER's ability to perform or which would materially increase the costs of service performed by DEUCHLER, then DEUCHLER will notify CLIENT, and DEUCHLER and CLIENT shall renegotiate in good faith the terms of this Agreement. Alternatively, either party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, DEUCHLER shall be compensated for services rendered to the date of termination. Changes made to the project by CLIENT may extend delivery times or time of completion of services and may necessitate higher costs, and may be implemented only with written agreement of the parties.

HAZARDOUS OR UNSAFE CONDITIONS. CLIENT shall immediately inform DEUCHLER when it becomes aware of any information regarding the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate DEUCHLER if conditions require DEUCHLER to take emergency measures to protect the health and safety of its employees, and entities under contract with DEUCHLER to perform services.

SUBSURFACE OBSTRUCTIONS. CLIENT shall supply to DEUCHLER plans which designate the location of all subsurface structures, and shall locate and mark subsurface structures at the Project Site prior to DEUCHLER performing any subsurface investigation. CLIENT shall be responsible for any damages and shall indemnify DEUCHLER for all Loss caused by DEUCHLER to any structure not so designated, or by CLIENT's inaccurate identification of underground obstructions. CLIENT warrants the accuracy of any information so supplied and understands and agrees that DEUCHLER is entitled to and may rely on the accuracy of any and all information so supplied without independently verifying its accuracy.

CONTAMINATION REPORTING AND DISPOSAL. All contaminants existing on the Project Site belong to and will remain the property and responsibility of the site owner. CLIENT shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. If requested by CLIENT, DEUCHLER may, at its option, agree to notify such agencies on behalf of CLIENT, as CLIENT's agent. CLIENT shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of this Agreement entitled to rely on any work performed or reports prepared by DEUCHLER hereunder, for any purpose. CLIENT shall indemnify and hold DEUCHLER harmless against any liability (including attorney's fees and other costs and expenses) for any Loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

DESIGNS AND DISCOVERIES; OWNERSHIP AND REUSE. All designs, ideas, discoveries, reports, drawings, specifications, inventions or improvements, or other documents and magnetic media utilized, developed or furnished by DEUCHLER pursuant to this Agreement are instruments of service in respect to the Project, and DEUCHLER shall retain ownership of said documents. CLIENT may retain copies, including reproducible copies, of the documents for information and reference in connection with the use and occupancy of the Project by the CLIENT, and CLIENT is granted a nonexclusive license to use the instruments of service solely for this Project and the maintenance thereof. Any documents furnished by DEUCHLER are not intended to be represented as suitable for reuse by CLIENT or others; any reuse without specific written approval and/or adaptation by DEUCHLER for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to DEUCHLER, and CLIENT agrees to hold harmless and defend DEUCHLER from all claims and causes of action arising from such uses. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents, and is not a project deliverable unless specifically agreed to the contrary. DEUCHLER disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

RESPONSIBLE OR CHARGE. DEUCHLER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques or procedures, or for safety precautions and programs in connection with the Work performed by any other person or contractor. DEUCHLER is not responsible for any Contractor's failure to carry out work in accordance with the Construction Documents or the Project schedule and shall not have control over or charge of acts or omissions of the Contractors, their agents or employees, or any other person performing portions of the Work. DEUCHLER shall have authority to recommend to the CLIENT rejection of the Work which does not conform to the Construction Documents. Neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of DEUCHLER to the Contractors, suppliers, agents, employees or other persons performing portions of the work.

AGREEMENT. If any part or parts of the Agreement or these Terms and Conditions are determined to be in violation of any law, government decree, regulation, rule, or order of any kind, the same shall be deemed stricken and all remaining provisions shall remain binding on the parties. The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. This Agreement, consisting of all documents attached hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. No amendment hereto will be binding unless reduced to writing and signed by authorized representatives of each party. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the venue for any action between the parties shall be in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois and the parties waive any claim of *forum non conveniens* relative to such venue. Either CLIENT or DEUCHLER may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. CLIENT shall within thirty (30) calendar days of termination pay DEUCHLER for all services rendered and all costs incurred up to the date of termination, in accordance with the billing and payment provisions of this Agreement.

COST OPINIONS. DEUCHLER has no control over the cost of labor, materials, equipment or services furnished by others, over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. DEUCHLER's opinions of probable total project costs and construction cost provided for herein are made on the basis of DEUCHLER's experience and qualifications and represent DEUCHLER's best judgment as an experienced and qualified professional engineer familiar with the construction industry; but DEUCHLER cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by DEUCHLER.

ELECTRONIC MEDIA. If DEUCHLER is required to deliver any services required hereunder in the form of electronic encoded media, the printed representation of such media furnished by DEUCHLER shall be the official record of DEUCHLER's service. CLIENT shall have a right to rely only on such printed representation in connection with any subsequent modification of such electronic media and agrees to indemnify, defend and hold DEUCHLER harmless from any and all costs and expenses, including attorneys' fees, from claims which arise out of modification of such electronic media or printed representation by or on behalf of CLIENT without DEUCHLER's consent.

CONTRACTOR'S INSURANCE. CLIENT will require Contractors responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against DEUCHLER, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that: "The coverage afforded the additional insureds shall be primary and non-contributory insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

CORPORATE ENTITY. CLIENT acknowledges that DEUCHLER is a corporation and agrees that any claim made by the CLIENT arising out of any act or omission of any director, officer or employee of DEUCHLER, in the execution or performance of this Agreement shall be made against DEUCHLER and not against such director, officer or employee.

SUCCESSORS AND ASSIGNS. CLIENT and DEUCHLER each binds themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the CLIENT nor DEUCHLER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the CLIENT and DEUCHLER.

AGENT OR REPRESENTATIVE. DEUCHLER's agent may perform the function of Agent or Representative of the CLIENT, during the performance of the Project. DEUCHLER may be required to enter private properties and private premises to perform the work identified in the Project. CLIENT agrees to indemnify, defend and hold harmless DEUCHLER from any claim, suit, liability, damage, injury, cost or expense, including attorney fees, arising out of DEUCHLER's entry into private properties and private premises, unless resulting from DEUCHLER's negligence or wrongful conduct or as provided by law.