

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A CONSULTING SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC., FOR COMPLETION OF AN UPDATE TO THE DSATS BIKE AND PEDESTRIAN PLAN.**

**WHEREAS**, the DeKalb Area Transportation Study (DSATS) mailed out a Request for Proposals (RFP) to complete an update of the DSATS Bike and Pedestrian Plan; and,

**WHEREAS**, the Baxter and Woodman, Inc. proposal of forty-six thousand dollars and no/100 (\$46,000.00) was the lowest qualified proposal of four (4) submitted in response to the RFP; now,

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb Illinois as follows:

**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute a Consulting Services Agreement with Baxter and Woodman, Inc., for completion of an update to the DSATS Bike and Pedestrian Plan, in an amount not to exceed forty-six thousand Dollars (\$46,000.00), a copy of which is attached hereto and made a part hereof as Exhibit "A."

**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a regular meeting thereof held on the 25<sup>th</sup> day of April, 2011 and approved by me as Mayor on the same day. Passed on roll call vote: 6-0-1. Aye: Teresinski, Verbic, Gallagher, Naylor, Baker, Kammes. Nay: None. Abstain: Simpson.

**ATTEST:**

  
STEVE KAPITAN, City Clerk



  
KRIS POVLSSEN, Mayor

CITY OF DEKALB, ILLINOIS  
2011 DSATS BICYCLE & PEDESTRIAN FACILITIES PLAN

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**ENGINEERING SERVICES AGREEMENT**

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**THIS AGREEMENT** is made this 28<sup>TH</sup> day of APRIL 2011, by and between the City of DeKalb, Illinois, hereinafter referred to as the CITY, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the CITY for the 2011 DSATS Bicycle & Pedestrian Facilities Plan, hereinafter referred to as the PROJECT. The PROJECT will be funded by the DeKalb-Sycamore Area Transportation Study (DSATS).

**WITNESSETH** that in consideration of the covenants herein, these parties agree as follows:

**SECTION 1.** The PROJECT consists of bicycle and pedestrian planning, as more completely described in Exhibit A, attached hereto. After written authorization by the CITY, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the CITY's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering services, as enumerated in Exhibit B, attached hereto.

**SECTION 2.** The CITY shall compensate the ENGINEERS for the professional services enumerated in Exhibit B hereof as follows:

2.1 The ENGINEERS' fee for the transportation planning services described in Exhibit B shall be a lump sum of \$46,000; ENGINEERS' Project No. 110257.30.

**SECTION 3.** The parties hereto further mutually agree:

3.1 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the CITY in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days written notice to the CITY, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.



3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the CITY may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the CITY shall receive reproducible copies of Drawings, Specifications and other documents completed by the ENGINEERS.

3.3 The ENGINEERS agree to hold harmless and indemnify the CITY and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the ENGINEERS' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the CITY or other consultants, contractors or subcontractors working for the CITY or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEERS and the CITY they shall be borne by each party in proportion to its negligence.

The CITY acknowledges that the ENGINEERS 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 CITY and ENGINEERS 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.

3.4 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The CITY shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

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

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the ENGINEERS and their officers, directors, employees, agents, and any of them, to the CITY and anyone claiming by, through or under the CITY, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the PROJECT or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEERS or their officers, directors, employees, agents or any of them, hereafter referred to as the "CITY's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the ENGINEERS by their insurers in settlement or satisfaction of CITY's Claims under the terms and conditions of ENGINEERS' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

3.6 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

3.7 The CITY may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the ENGINEERS. If such changes cause an increase or decrease in the ENGINEERS' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the ENGINEERS shall be furnished without the written authorization of the CITY.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the ENGINEERS pursuant to this Agreement are instruments of service in respect to the PROJECT, and the ENGINEERS shall retain the right of reuse of said documents and electronic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and electronic media for information and reference in connection with the use and occupancy of the PROJECT by the CITY and others shall be delivered to and become the property of the CITY as stated in Exhibit B. Any such reuse without verification or adaptation by the ENGINEERS for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ENGINEERS, and the CITY shall indemnify and hold harmless the ENGINEERS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3.9 The ENGINEERS are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 APPENDIX A, if applicable.


3.10 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.11 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

**BAXTER & WOODMAN, INC.**

**CITY OF DEKALB, ILLINOIS**

By 

Vice President

By 

Mayor/DSATS Chairman  
**KRIS POVLSEN**

04-18-11

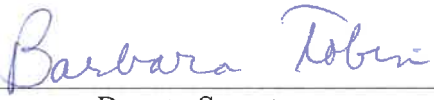
Date of Signature

4/28/11

Date of Signature

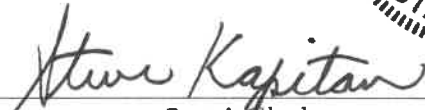
(SEAL)

ATTEST:



Deputy Secretary

ATTEST:



CITY Clerk

**STEVE KAPITAN**



Attachment

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CITY OF DEKALB, ILLINOIS  
2011 DSATS BICYCLE & PEDESTRIAN FACILITIES PLAN

EXHIBIT A

**PROJECT DESCRIPTION**

The PROJECT includes updating and expanding the 2006 DSATS Bicycle Plan for bicycle and pedestrian facilities in the DSATS planning area. The work includes gathering existing data, creation of an Existing Facilities Inventory, field evaluation, public outreach, identification and prioritization of future route needs, existing and proposed conditions exhibit creation, cost estimating future improvements, and identifying mechanisms to provide funds for the implementation of the proposed improvements. A final report will be provided to DSATS that summarizes the results of the planning effort.

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CITY OF DEKALB, ILLINOIS  
2011 DSATS BICYCLE & PEDESTRIAN FACILITIES PLAN

EXHIBIT B

**SCOPE OF SERVICES**

• **PROJECT MANAGEMENT**

Plan, schedule, and control the activities that must be performed to complete the Bicycle and Pedestrian Facilities Plan including budget, schedule, and scope. Confer with DSATS staff, from time to time, to clarify and define the general scope, extent and character of the Bicycle and Pedestrian Facilities Plan and to review available data. Attend one kick-off meeting with the DSATS staff to review the PROJECT, and establish PROJECT criteria and clear lines of communication.

• **EXISTING CONDITIONS ANALYSIS**

- DATA COLLECTION/DATABASE MANAGEMENT – Obtain data of record, including GIS data, land use maps, comprehensive plans, floodplain maps, aerial photographs, contour data, environmental information, right of way information, existing traffic counts, and utility atlas maps to create the Existing Conditions Inventory. Compile source data onto aerial photography base sheets. Provide user-friendly maps of the existing pedestrian and bicycle facilities in the DSATS communities as well as an exhibit for the DSATS region.
- FIELD EVALUATION - Perform a field evaluation of the condition of existing on-road and off-road pedestrian and bicycle facilities in the DSATS planning area. Integrate field data into the Existing Conditions GIS database.
- PUBLIC OUTREACH – Prepare advertisement and public notifications, exhibits, handouts, and attend one Bike-Pedestrian Stakeholders Event to present the Existing Conditions Inventory and obtain Public input future system needs and prioritization. Prepare meeting minutes to document public comments.



- **IDENTIFICATION OF FUTURE TRENDS AND NEEDS**
  - **FUTURE BICYCLE AND PEDESTRIAN NEEDS AND PRIORITIZATION** - Draft proposed bicycle and pedestrian alignments onto GIS base sheets. Analyze proposed route improvements in relation to the right-of-way, existing roadway alignments and intersections, environmental issues, topography and drainage paths. Attend meeting with DSATS staff to review the trial routes. Prioritize needed improvements and submit a draft prioritized list to DSATS staff for their input. Add proposed bicycle and pedestrian route improvements to the GIS database for reporting and mapping of proposed facilities. Present the draft prioritized list of improvements to the DSATS Technical Advisory Committee.
  - **ESTIMATES OF COST/FUNDING MECHANISMS ANALYSIS** - Prepare budgetary estimates of construction and professional services costs for the proposed route improvements, using our database of construction bids for area roadway projects. The generated roadway and right-of-way costs will be increased with an appropriate level of contingency to account for inflation, based on a proposed year of implementation for the projects. Propose potential funding strategies to implement each project.
  - **DRAFT BICYCLE AND PEDESTRIAN FACILITIES REPORT** – Prepare a draft Bicycle and Pedestrian Facilities Report and submit the report and associated exhibits to DSATS staff for review and comment. The draft report will include an Introduction, Existing Conditions Analysis, Summary of Public Outreach Efforts, Future Needs Analysis and Prioritization, and Cost Estimates and Funding Mechanisms Analysis. Provide a completed document incorporating DSATS staff review comments to the Advisory Committee.
- **FINAL 2011 DSATS BICYCLE AND PEDESTRIAN FACILITIES PLAN**

Prepare the Final Bicycle and Pedestrian Facilities Plan, which will include Executive Summary, Introduction, Existing Conditions Analysis, Summary of Public Outreach Efforts, Future Needs Analysis and Prioritization, and Cost Estimates and Funding Mechanisms Analysis, Conclusions, and all appropriate exhibits consisting of color-coded maps displaying results and recommendations of the report. Provide twenty (20) hard copies of the Final Plan to DSATS. Provide DSATS staff with electronic copies of GIS data and technical report and exhibits. Present the Final Bicycle and Pedestrian Facilities Plan to the DSATS staff and Technical Committee summarizing the results and recommendations of the report. Present the 2011 DSATS Bicycle and Pedestrian Facilities Plan effort and the final report to the Advisory Committee and the Policy Committee at appropriate Public Meetings.

*City of*  
**DEKALB**

*Established 1856*

**CITY CLERK'S OFFICE**

200 South Fourth Street  
DeKalb, Illinois 60115  
www.cityofdekalb.com  
(815) 748-2095  
(815) 748-2089 FAX

May 12, 2011

Louis D. Haussmann, P.E., PTOE  
Vice President  
Baxter & Woodman, Inc.  
8840 West 192nd Street  
Mokena, IL 60448

Dear Mr. Haussmann,

Enclosed is an original professional engineering services agreement in connection with the **DeKalb-Sycamore Area Transportation Study (DSATS) 2011 Bicycle and Pedestrian Facilities Plan** for your files. Also enclosed is a copy of the resolution authorizing the agreement.

Thank you for your participation in helping to shape the future of DeKalb. Our community values the bicycle and pedestrian system that we have. With your help we look forward to its improvement and expansion.

If you have any questions don't hesitate to contact me at (815) 748-2097 or [steve.kapitan@cityofdekalb.com](mailto:steve.kapitan@cityofdekalb.com).

Sincerely,



Steve Kapitan  
City Clerk / FOIA Officer  
City of DeKalb  
200 South Fourth Street  
DeKalb IL 60115  
(815) 748-2097  
(815) 748-2089 fax  
[steve.kapitan@cityofdekalb.com](mailto:steve.kapitan@cityofdekalb.com)

Enclosures: 2