

**RESOLUTION 12-13 Passed: February 13, 2012**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN ENGINEERING SERVICES AGREEMENT WITH BAXTER AND WOODMAN, INC., FOR DESIGN AND INVENTORY OF ALLEY AND SIDEWALK IMPROVEMENTS IN THE TIF AREA NOT TO EXCEED \$50,000.00.**

**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 an Engineering Services Agreement with Baxter and Woodman, Inc., for the design and inventory of alleys and sidewalks in the TIF area, using TIF funds in an amount not to exceed fifty thousand dollars (\$50,000.00), 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 13th day of February 2012, and approved by me as Mayor on the same day. Omnibus roll call vote 7-0-1. Aye: Jacobson, Lash, Gallagher, Naylor, Baker, O' Leary, Povlsen. Absent: Teresinski.

**ATTEST:**

*Diane K. Wright*

**DIANE K. WRIGHT**, Deputy City Clerk



*Kris Povlsen*

**KRIS POVLSSEN**, Mayor



CITY CLERK FILES:  
Number: Res 12-13  
Date: 2-24-12

Res 12-13  
PASSED 2-17-12

Mr. Joel Maurer, P.E.  
Assistant Director of Public Works/City Engineer  
City of DeKalb  
223 S. 4<sup>th</sup> Street, Suite B  
DeKalb, Illinois 60115

January 26, 2012

***Subject: City of DeKalb – Proposal for 2012 Alley and Sidewalk Assistance  
Engineer’s Project No. 120112.40***

Dear Mr. Maurer:

Baxter & Woodman, Inc. appreciates the opportunity to submit this proposal, which includes providing assistance to the City with field evaluations and other design related tasks for the City’s alley inventory update and 2012 alley and sidewalk programs.

**Scope of Services**

The following scope items to be completed between mid-March and June 30, 2012 include:

- Perform alley condition survey update by driving, field observation and recording in a spreadsheet the pavement distress rating for 60-70 alleys (approximately 70 hours).
- Field survey work, CAD plotting and profile design of best fit for reconstruction for approximately 6 alleys for a 2012 construction program (approximately 360 hours).
- Data collection in targeted area of sidewalk hazards for use in developing with City Engineering staff a 2012 TIF area/CDBG sidewalk program (approximately 285 hours).

We will provide an Engineering Technician, on a full-time basis as determined by the City Engineer from Baxter & Woodman’s office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by Baxter & Woodman, for an estimated total of seven-hundred fifteen (715) hours, to assist the City with the above-described design-related tasks for the City’s 2012 alley program and sidewalk program.

1788 Sycamore Road  
DeKalb, IL 60115  
815.787.3111  
Fax 815.787.7240

www.baxterwoodman.com



Mr. Joel Maurer, P.E.  
City of DeKalb

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### Key Personnel

#### **Engineering Technician – Dick Rodgers (if available)**

Dick Rodgers worked for the City of DeKalb Engineering Division and Public Works/Streets Division for 28 years. Some of Dick's duties while working for the Engineering Division included updating the City's alley inventory and assisting in the design and construction of the City's alley and sidewalk programs.

#### **Engineering Technician (*Alternate*) – Brent Pendry**

Brent Pendry, a May 2011 graduate from Purdue University with a B.S. in Civil Engineering, joined Baxter & Woodman in 2011. Brent has spent the last year working at the Illinois Department of Transportation District 3 Office assisting IDOT staff with managing local agency Motor Fuel Tax and Federally Funded projects.

#### **Professional Engineer – Steven L. Naber, P.E.**

Steve Naber, a member of the Baxter & Woodman team for about 10 years, has assisted the City of DeKalb with numerous design and construction projects. Steve will be available to assist with this project as requested by the City Engineer.

### **Engineering Fee**

Our engineering fee for the above-mentioned scope of services **will be based upon a standard hourly rate of \$68.00 for the services of an Engineering Technician, Dick Rodgers (if available)**. With the City Engineer's estimated 715 manhours, the total engineering fee is estimated to be \$48,620. Baxter & Woodman, Inc. will not exceed the estimated 715 manhours without written confirmation by the City Engineer. Any additional engineering manhours above 715 hours as authorized by the City Engineer will be billed at the standard hourly rate of \$68.00. Any services provided at the request of the City Engineer other than those services of an Engineering Technician will be billed at the Baxter & Woodman, Inc.'s Standard Hourly Rate (see Exhibit A, attached) for the individual requested by the City Engineer.

Thank you for the opportunity to submit our proposal for this important project. If this proposal is acceptable to the City of DeKalb, please sign below and return one fully-executed original to us for our records. The attached standard terms and conditions apply to this proposal.



Mr. Joel Maurer, P.E.  
City of DeKalb

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If you have any questions or need additional information, please do not hesitate to call me, Jim Sparber, or Steve Naber.

Very truly yours,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "Louis D. Haussmann".

Louis D. Haussmann, PE, PTOE  
Vice President / COO

Attachment

LDH/SLN:jak

**ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED**

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

A handwritten signature in black ink, likely representing the City of DeKalb.

City of DeKalb, Illinois

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

2-14-12

CITY OF DEKALB, ILLINOIS  
2012 ALLEY AND SIDEWALK ASSISTANCE

EXHIBIT A

BAXTER & WOODMAN, INC.  
2012 BILLING RATES AND EXPENSE ITEMS  
FOR PROFESSIONAL SERVICES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY BILLING RATES</u>
Principal	\$165 to \$190
Senior Engineer	\$120 to \$185
Construction Manager, Sr.	\$100 to \$160
Resident Project Representative, Sr.	\$98 to \$150
Engineer	\$90 to \$130
Environmental Specialist	\$135 to \$135
Designer	\$100 to \$130
Water/Wastewater Operations	\$105 to \$125
Construction Manager	\$95 to \$110
Resident Project Representative	\$85 to \$110
Staff Engineer	\$75 to \$105
CADD Operator	\$90 to \$100
Surveyor/Technician	\$75 to \$95
Administrative Assistant	\$72 to \$73
Secretary	\$60 to \$60
Technician	\$68 to \$98

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.

Mileage Charges – As set by the U.S. Internal Revenue Service.

All-Terrain Vehicle usage is \$40/hour.

Savannah Rain Logger usage is \$10/day.

Traffic Counters \$50/day.

**BAXTER & WOODMAN, INC.**  
**ENGINEERING SERVICES STANDARD TERMS & CONDITIONS**

1. The attached letter proposal and these Standard Terms & Conditions constitute and are herein referred to jointly as the Agreement.
2. The unit of local government to which the letter proposal is addressed is herein referred to as Owner, and Baxter & Woodman, Inc. is herein referred to as Engineer.
3. Engineer may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by Owner within either 30 days of receipt or the timeframe required by state law.
4. 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. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten 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, Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of Agreement termination, the Owner shall receive reproducible copies of drawings, custom developed applications and other documents completed by Engineer.
5. Engineer agrees to hold harmless and indemnify the Owner and each of its officers and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Engineer's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other Engineers, contractors, or subcontractors working for the Owner, or their officers and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Owner and the Engineer they shall be borne by each party in proportion to its negligence.
6. The Owner acknowledges that Engineer 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.
7. The Engineer and Owner 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.
8. For the duration of the project, the Engineer 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 Engineer's negligence in the performance of services under this Agreement. The limits of liability for the insurance required by this paragraph are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim	Professional Liability:	\$5,000,000 per claim
	\$2,000,000 aggregate		\$5,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit		
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineer and its officers, directors, employees, agents, and any of them, to the Owner and anyone claiming by, through or under the Owner, 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 expressed or implied of Engineer or its officers, directors, employees, agents or any of them, hereafter referred to as the "Owner's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Engineer by its insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. Engineer is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, custom developed applications and other 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 performing the same or similar services.
11. The construction contractor, if any, is a separate company from the Engineer. The Owner understands and acknowledges that the Engineer is not responsible for the contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with laws and regulations, or safety precautions and programs in connection with the project and the Engineer does not guarantee the performance of the contractor and is not responsible for the contractor's failure to execute the work in accordance with the construction contract documents.
12. The Owner may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Engineer. If such changes cause an increase or decrease in Engineer's 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 Engineer shall be furnished without the written authorization of the Owner.
13. All drawings, custom developed applications, and other documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service in respect to the project, and Engineer shall retain the right of reuse of said documents and electronic media by and at the discretion of Engineer whether or not the project is completed. Electronic copies of Engineer's documents for information and reference in connection with the use and occupancy of the project by the Owner and others shall be delivered to and become the property of the Owner; however, Engineer's documents are not intended or represented to be suitable for reuse by the Owner or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer; and the Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
14. 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.
15. 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.