

**RESOLUTION 13-20**

**Passed: March 25, 2013**

**AUTHORIZING THE MAYOR OF THE CITY  
OF DEKALB, ILLINOIS TO SIGN AN  
ENGINEERING AGREEMENT FOR 2013  
STREET, ALLEY AND SIDEWALK  
MAINTENANCE CONSTRUCTION  
ASSISTANCE WITH BAXTER AND IN THE  
AMOUNT OF \$66,639.00.**

**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 Agreement for 2013 street, alley and sidewalk maintenance construction with Baxter and Woodman, Inc., in the amount of sixty-six thousand, six-hundred, thirty-nine dollars and no/100 (\$66,639.00) 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 March, 2013 and approved by me as Mayor on the same day. Passed on roll call vote 8-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O'Leary, Povlsen.

**ATTEST:**

  
\_\_\_\_\_  
**DIANE K. WRIGHT**, City Clerk



  
\_\_\_\_\_  
**KRIS POVLSSEN**, Mayor



March 12, 2013

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

**PROPOSAL**

***Subject: City of DeKalb – Annual Street, Alley and Sidewalk Maintenance  
Construction Assistance  
Engineer's Project No. 130292.60***

Dear Mr. Maurer:

Our experience with assisting the City with its annual street, alley, and sidewalk maintenance programs in 2011 and 2012, and our experience working for the City for over twenty years, will help the City efficiently complete its 2013 and 2014 annual street, alley, and sidewalk maintenance programs.

Based on the Scope of Services outlined in your February 25, 2013 Request for Proposal, we will provide the following personnel from Baxter & Woodman's office, on a part-time basis as determined by the City, not including Sundays or legal holidays:

<u>Personnel</u>	<u>2013 Hours</u>	<u>2013 Rate</u>	<u>2013 Cost</u>
Engineering Technician	830	\$71.00	\$58,930.00
Engineer/Construction Manager	70	\$110.00	\$7,700.00
<b>Totals</b>	<b>900</b>		<b>\$66,630.00</b>

The above hourly rates will also apply to overtime hours on weekdays and Saturdays. Baxter & Woodman, Inc. will not exceed the estimated 900 hours without written confirmation by the City. Any additional engineering hours authorized by the City above 900 hours will be billed at the above hourly rates.

Our personnel wages escalator will be a **2.5 percent increase for 2014.**



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

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The attached Baxter & Woodman, Inc. Engineering Services Standard Terms & Conditions apply to this Proposal.

Thank you for the opportunity to submit our proposal. If this Proposal is acceptable to the City of DeKalb, please sign below and return one fully-executed original to us for our records.

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

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

LDH/SLN:jak  
Attachment

CITY OF DEKALB, ILLINOIS



ACCEPTED BY:

TITLE:

MAYOR

DATE:

3/27/13

**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 \$2,000,000 aggregate	Professional Liability:	\$5,000,000 per claim \$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.