

RESOLUTION 13-68

Passed: July 8, 2013

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN ENGINEERING SERVICES AGREEMENT WITH BAXTER AND WOODMAN FOR CONSTRUCTION INSPECTION SERVICES FOR THE SOUTH FIRST STREET WATERMAIN FROM TAYLOR STREET TO GARDEN STREET.**

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

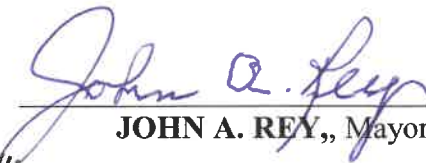
**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute an Engineering Services Agreement with Baxter and Woodman for construction inspection services for the South First Street watermain from Taylor Street to Garden Street, a copy of which is attached hereto and made 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 8th day of July, 2013 and approved by me as Mayor on the same day. Passed on Consent Agenda by roll call vote 7-0-1. Aye: Jacobson, Finucane, Lash, Snow, Naylor, O'Leary, Rey. Absent: Baker.

**ATTEST:**

  
ELIZABETH E. PEERBOOM,, City Clerk

  
JOHN A. REY,, Mayor





Mr. Joel Maurer, PE  
Assistant Director of Public Works  
City of DeKalb  
223 South Fourth Street, Suite A  
DeKalb, IL 60115

June 19, 2013

***Subject: City of DeKalb – First Street Water Main General Construction Administration***

Dear Mr. Maurer:

Enclosed please find our proposed Engineering Services Agreement for First Street Water Main Construction assistance. Based on your e-mail of June 13, 2013, we have assumed the following staff and estimated hours will be required:

1. Construction Observation – 15 weeks at 40 hours per week (July 22 through November 2, 2013) plus an additional 30 hours for project closeout (total of 630 hours). We propose to utilize Gary Mack, an experienced construction inspector, for this work at a rate of \$75/hour.
2. Project Manager – We propose to utilize Steve Naber as the project manager. Steve is knowledgeable in construction documentation and is familiar to the City from various past projects. We are proposing a budget of 2 hours per week during the 15 week construction period and an additional 10 hours for project close out for Steve's work. Steve's billing rate is \$125/hour.

Based on the above assumptions, our proposed fee is estimated at \$52,500 (\$52,250 for labor and an additional \$250 for miscellaneous reimbursable expenses). A more detailed scope of services is provided in the attached Engineering Services Agreement.

Thank you for the opportunity to provide this Agreement. Should you have any questions regarding the above, please do not hesitate to contact me at 815-787-3111.

If you find this Agreement acceptable, please have it signed and return one copy for our files.

Very truly yours,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "James E. Sparber".

James E. Sparber, PE  
DeKalb Regional Manager

1788 Symmon Road  
DeKalb, IL 60115  
815.787.3111  
Fax: 815.787.7240  
www.baxterwoodman.com

JES:jak  
Enclosure

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CITY OF DEKALB, ILLINOIS  
FIRST STREET WATER MAIN CONSTRUCTION

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***ENGINEERING SERVICES AGREEMENT***

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***THIS AGREEMENT*** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, 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 First Street Water Main Construction, hereinafter referred to as the Project.

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

***SECTION 1.*** The Project consists of replacement of water main in South First Street between Taylor Street and Garden Street, 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 and construction-related 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 construction-related services described in Exhibit B Sections 1 through 6 shall be computed on the basis of their hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed \$52,500; Engineers' Project No. 130592.60.

***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.

The City and Engineers agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

3.6 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, 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.

3.7 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 upon request; however, the Engineers' documents and electronic media are not intended or represented to be suitable for reuse by the City or others on additions or extensions of the Project, or on any other project. 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. Any furnishing of additional copies and verification or adaptation of the Engineers' documents and electronic media will entitle the Engineers to claim and receive additional compensation from the City. Electronic media are furnished without guarantee of compatibility with the City's software or hardware, and the Engineers' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.8 The City will provide the site for the Project, and it warrants that all known hazardous materials on or beneath the site have been identified to the Engineers. The Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineers shall not be required by the City to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated.

3.9 During the progress of the construction work under this Agreement, the Engineers shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the Engineers shall notify the City of such anticipated increase, and the scope of services and/or the compensation for construction-related engineering services shall be adjusted by amendment to this Agreement. If the City and the Engineers cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.10 The not-to-exceed amount for construction-related engineering services set forth in Section 2 above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the City shall pay the Engineers extra compensation at the Engineers' hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

3.12 The Engineers are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 Appendix A as applicable.

3.13 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.

3.14 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/COO

By   
Mayor

June 19, 2013  
Date of Signature

July 9, 2013  
Date of Signature

ATTEST:

  
Deputy Secretary

ATTEST:

  
Clerk



Attachment

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CITY OF DEKALB, ILLINOIS  
FIRST STREET WATER MAIN CONSTRUCTION

EXHIBIT A

**PROJECT DESCRIPTION**

The proposed Project consists of water main replacement in South First Street from Taylor Street to Garden Street, approximately 1,980 feet. New eight-inch water main will be installed along with water services, hydrants and various other appurtenances in accordance with the design plans and specifications.

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CITY OF DEKALB, ILLINOIS  
FIRST STREET WATER MAIN CONSTRUCTION

EXHIBIT B

**SCOPE OF SERVICES**

1. Act as the City's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. CS100 - PROJECT INITIATION
  - Attend the preconstruction conference.
3. CS105 - CONSTRUCTION ADMINISTRATION
  - Attend periodic construction progress meetings.
  - Check, review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
  - Prepare construction contract change orders and work directives when authorized by the City.
  - Review the Contractor's requests for payments as construction work progresses, and advise the City of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - Research and prepare written response by Engineers to requests for information from the City and Contractor.
  - Visit site as needed by project manager or other office staff.
4. CS110 - FIELD OBSERVATION
  - Provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays (for up to 630 hours), 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. The construction Contractor is a separate company from the Engineers. The City understands and acknowledges that the Engineers are 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 Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the construction contract documents.

- 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, and provide weekly reports to the City of the construction progress.
5. CS120 - SUBSTANTIAL COMPLETION OF PROJECT
- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
  - Prepare Certificate of Substantial Completion.
6. CS130 - COMPLETION OF PROJECT
- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
  - Review the Contractor's requests for final payment, and advise the City of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

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**Gary Mack**  
Resident Project Representative

## Education

BS, Milton College

Joined Firm in 1987

Years of Experience: 34

Years with Firm: 25

Gary serves as a resident project representative providing construction observation services for a variety of sanitary sewer, water main, heavy water/wastewater, and commercial and residential development projects.

## Representative Projects

Gary has provided Resident Project Representative services for the following projects:

### Village of Bensenville, Illinois

#### 2010 Street and Water Main Replacement

Resident Project Representative for installation of 3,000 feet of 8 inch water main, valves, fire hydrants and water services, curb and gutter removal and replacement, sidewalks, driveways, and roadway resurfacing.

### City of Elgin, Illinois

#### Otter Creek Interceptor Sewer & Water Main Phases 5A and 5B

Phase 5A was approximately 560 feet of 48-inch sanitary sewer installed by open cut; approximately 2300 feet of 12-inch sanitary sewer installed by open cut; approximately 5,760 feet of 20-inch ductile iron pipe force main installed by open cut; approximately 108 feet of 20-inch ductile iron pipe.

Phase 5B was 7,500 feet of PVC and ductile iron pipe sanitary sewer ranging from 14-inches to 24-inches. Also included were 10,000 feet of water main ranging from 16-inch to 6-inch ductile iron pipe.

### Village of Itasca, Illinois

#### Happy Acres Basin Modifications

Resident Engineer for basin modifications including dredging and regarding to provide additional volume for stormwater runoff. Included modifications to existing pump station and relocation of pump controls for safety and access.

### Village of South Elgin

#### 2009 MFT Street Program

Resident Engineer for resurfacing and reconstruction of 1 mile of Village streets, including widening, curb and gutter, sidewalk replacement and structure adjustments.

### Village of Cary, Illinois

#### Railroad Parking Lot Interceptor Sewer

Resident Project Representative for 285 linear feet of 12-inch diameter gravity sewer pipe in open trench construction, 73 linear feet of 36-inch casing with 12-inch carrier pipe bored and jacked, concrete curb and gutter and asphalt pavement replacement.

### West Main Interceptor Sewer & Greenfield Pump Station/Force Main

Resident Project Representative for the construction of a 4.0 MGD sewage pumping station and engine generator. This pumping station was part of a much larger project that included over 2,100 feet of 14-inch force main, 2,240 feet of 30-inch, 3,650 feet of 24-inch sanitary interceptor sewer, and 4,250 feet of 12-inch water main through the heart of downtown Cary. The water and sewer projects were phased in coordination with the Main Street reconstruction project.

**Village of Huntley, Illinois**

**2003 Church Street Sanitary Sewer Replacement**

This project consisted of the repair and replacement of sanitary sewer along North Church Street and street reconstruction.

Other Huntley projects were:

Del Webb Water Transmission Main Installation – 12-inch water transmission main  
Huntley Public Library  
Park District Aquatic Center  
St. Mary's Catholic Church  
Well No. 7 Treatment Plant  
IL Route 47 Water Main Connection  
East Regional Storm Sewer  
Church Street Reconstruction from Second Street to Ronald Street  
Dhamer Drive West Extension  
Kreutzer Road STP Improvements from IL Route 47 to West Main Street  
Ruth Road from Main Street to Dundee Road  
West Main Street STP Improvements

**Village of Cary, Illinois**

**Oriole Trail Water Main Replacement**

Resident Project Representative for approximately 1,330 lineal feet of 8-inch ductile iron water main and approximately 34 lineal feet of 6-inch ductile iron water main.

**City of Crystal Lake, Illinois**

**Twin Ponds Marketplace Pumping Station, Force Main & Offsite San. Sewer**

construction of the Twin Ponds Pumping Station No. 26 concurrent with the development of the Twin Ponds Marketplace shopping center on the site of the previous Twin Ponds Golf Course. The pumping station consisted of a precast concrete duplex submersible sewage pumping facility. The pumping station will ultimately serve the entire southeast region of Crystal Lake east of State Route 31.

**Village of Island Lake, Illinois**

Water Treatment Plant No. 2

**Village of Gilberts, Illinois**

Water Transmission Main, Well No. 6 to Water Tower – 1,300 feet of 12-inch PVC main along Galligan Road.

**City of Lake Forest, Illinois**

**Westminster and Woodbine Lane Storm Sewer and Water Main Improvements**

Resident Project Representative for approximately 600 feet of 24-inch, 806 feet of 21-inch, 400 feet of 18-inch, 120 feet of 15-inch, and 250 feet of 12-inch storm sewer; 100 feet of 6-inch water main; 22 storm manholes; 23 catch basins for storm inlets; stone riprap and other ravine erosion control work.

Other Lake Forest projects were:

Frost Place and Illinois Road Storm and Sanitary Sewer Improvements  
Green Bay Road Sanitary Sewer Replacement

**Village of Lakewood, Illinois**

Water Main Extension, Water Tower No. 2