RESOLUTION 2016-012  PASSED: FEBRUARY 8, 2016

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO AN AGREEMENT EXTENSION WITH TRAFFIC ANALYSIS AND DESIGN, INC. (TADI) IN AN AMOUNT NOT TO EXCEED $34,300 TO PROVIDE TRAFFIC COUNTS IN THE DEKALB-SYCAMORE AREA TRANSPORTATION STUDY (DSATS) REGION.

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 agreement with Traffic Analysis and Design, Inc., for the purchase of traffic counting services in the DSATS region, a copy of which is attached hereto and made a part hereof as Exhibit “A.” The execution of this agreement is subject to changes acceptable to the Mayor with the recommendation of the City Manager and City Attorney.

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 February and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 8-0 under the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

ATTEST:

JENNIFER JEP JOHNSON, City Clerk

JOHN A. REY, Mayor
Independent Contractor
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Traffic Analysis & Design, Inc. (TADI)" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services.

Contractor agrees to furnish to the City the outlined in the scope of services on page 1 and 2 of this document.

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term.

Services will be provided as needed and directed by the City beginning on the date of execution of this Agreement and continuing, until terminated by either party upon seven (7) days written notice to the non-terminating party. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City’s issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City’s express, written permission.

C. Compensation.

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City’s express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form, as attached as Exhibit C.

D. Changes in Rates of Compensation (and Prevailing Wages).
If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply with the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

E. Ownership of Records and Documents / Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law.

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor.

Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City’s relationship to the Contractor under this Agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City’s compensation to Contractor shall be limited to that described in Exhibit B, and the City shall not reimburse any expenses, provide any
benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City’s equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor’s work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor’s compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

H. Certifications

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of
any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 et. seq., and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor’s drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will
begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ___ United States Citizen or Corporation ___ Resident Alien ___ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number is 39-2042310 and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) X Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.
Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Contractor or any subcontractor.

OSHA Standards: The Contractor certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

CERCLA Indemnification: The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC
9601, et. seq., as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor both before and after its disposal.

Buy America: The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration’s (FTA) Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

Collusion: The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

I. Indemnification

Contractor shall indemnify and hold harmless the City and City’s agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorney’s fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor’s performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

J. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described on the attached Exhibit E. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor’s sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.
The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor’s legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold harmless the City for any costs, expenses, attorneys’ fees and damages which it may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

K. Additional Terms or Modification

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms.

L. Notices

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:
For the City:  
City Manager  
City of DeKalb  
200 S. Fourth Street  
DeKalb, IL 60115

For the Contractor:  
John Bieberitz  
Traffic Analysis & Design, Inc.  
N36 W7505 Buchanan Ct.  
Cedarburg, WI  53012

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M.  Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City’s sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N.  Progress Reports

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

O.  Document Correction / Supplements

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor’s invoices, shall waive the City’s ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City, and shall provide certificates of insurance or other
security required hereunder at any time, upon request of the City, notwithstanding the City’s failure to previously demand the same.

Agreed to this 8th day of February, 2016.

City of DeKalb

Contractor (Traffic Analysis & Design, Inc. – TADI)

John A. Bieberitz

President

Title:
January 28, 2016

Mr. Brian Dickson
DSATS Coordinator
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

Re: DeKalb DSATS Traffic Counts
Roadway Segment ADT's
Intersection ADT Counts
Intersection Turning Movement Counts

Dear Mr. Dickson,

Traffic Analysis & Design, Inc. (TADI) is pleased to provide this contract to you for traffic engineering services associated with the DSATS 2016 Traffic Counts.

The scope of services outlined in Exhibit A are the anticipated traffic counts locations that will be required to be taken in 2016. All traffic counts will be completed before the week of May 9-13 as traffic counts need to be taken before NIU ends its Spring Semester. The Draft report will be submitted to DSATS Staff by May 3, 2016 with all work complete by June 30, 2016.

The TADI contact for this project is:

John Bieberitz
TADI (Traffic Analysis & Design, Inc.)
N36 W7505 Buchanan Ct
Cedarburg, WI 53012

e-mail: jbieberitz@tadi-us.com
Office Phone: 262-377-1845
Cell Phone: 414-379-1434

Attached are the following documents as requested:

Exhibit A: Scope of Services
Exhibit B: Compensation/Fee Schedule
Exhibit C: W-9 Form
Exhibit E: Certificate of Insurance
Signed Contract Form (prepared by the City of DeKalb)
Please contact me if you have any questions regarding the enclosed information. We are thankful for the opportunity to work with the City of DeKalb. We are looking forward to working with you on this and other successful projects.

Very Truly Yours,
Traffic Analysis & Design, Inc.

[Signature]

John A. Bieberitz, P.E., PTOE
President/Project Manager
EXHIBIT A
SCOPE OF SERVICES

Task 1 - Data Collection
TADI will utilize traffic tube counts and/or cameras to record traffic activity at the following locations, categorized according to the type of count data to be collected:

ROADWAY SEGMENTS ADT’S (72-HOUR COUNT) – TUBE COUNTS

1. Lincoln Highway (IL-38) between Pearl Street and First Street
2. Somonauk Road between Cortland Center Road and Neucourt Boulevard
3. State Street (IL-64) between Airport Road and County Line Lovell Road
4. Normal Rd between IL-38 and Lucinda Ave

INTERSECTION ADT COUNTS (72-HOUR COUNT) – CAMERA AND TUBE COUNTS

1. Lincoln Highway (IL-38) at John Huber Parkway
2. Lincoln Highway (IL-38) at Annie Glidden Road
3. Loves Road at Lincoln Highway (IL-38)
4. South Fourth Street (IL-23) at Taylor Street
5. South Fourth Street (IL-23) at Fairview Drive
6. Annie Glidden Road at Dresser Road
7. North First Street at Dresser
8. Peace Road at Bethany Road
9. Peace Road at Pleasant Street
10. Peace Road at DeKalb Avenue (IL-23)
11. Peace Road at State Street (IL-64)
12. Peace Road at Brickville Road
13. Peace Road / Plank Road at Main Street (IL-23)
14. Peace Road at Fairview
15. Somonauk Road at Barber Greene Road
16. Bethany Road at Somonauk Road
17. Plank Road at Lindgren Road
18. Rt 23 & Bethany
19. Rt 23 & Barber Greene
20. Rt 23 & Greenwood Acres
21. Rt 23 & Rt 38
22. Annie Glidden & Lucinda
23. Peace and Barber Greene
24. Lucinda at Carroll Av (Holmes Student Center)
INTERSECTION TURNING MOVEMENT COUNTS (12-HOUR COUNT) – CAMERA COUNTS

1. **Peace Road and Prairie Drive** – This location will be prioritized 1st as the counts at this intersection will be needed for a traffic analysis study being performed this summer.

2. Lincoln Highway (IL-38) at Peace Road

3. Peace Road at Freed Road

As required by the Client, Engineer will conduct the traffic counts in April and May and will be collected on Tuesdays, Wednesdays and Thursdays. With authorization to proceed prior to April 1, Engineer will conduct the counts before NIU adjourns for the summer.

For locations being counted for 72 hours, results will be averaged across the three days of data collection to yield ADT values. Vehicle classification will also be performed at each location to categorize counts as cars/light trucks, medium trucks, or heavy trucks. Pedestrian and bicycle counts will also be provided, where applicable. Traffic count data will be summarized for use in evaluating growth trends throughout the DSATS region.

It is requested that the Client inform the Engineer of any current or planned construction projects in the area that may impact the traffic counts.

**Task 2 – Evaluate Growth Trends**

Engineer will compare the ADT counts obtained in Task 1 with the past ten (10) years of Annual Traffic Count study data, to be provided by the Client. Trends of increasing or decreasing traffic volumes and/or truck percentages at individual locations will be identified, and potential causes for these changes will be developed for discussion with DSATS staff.

**Task 3 – Meeting with DSATS Staff**

Once the count data has been summarized and compared to past years’ results, Engineer will arrange a conference call with DSATS staff to review the findings. Traffic growth trends will be presented for staff input, and final conclusions will be drawn as a group for documentation in the study.

**Task 4 - Documentation**

Engineer will prepare a technical memorandum summarizing the study methodology, analysis, and findings. Graphics will be developed for the technical memorandum to depict an ADT map with volume-weighted lines and bi-directional volume data, an ADT map with volume-weighted lines and truck percentages, and an Average Daily Truck Traffic (ADTT) map with volume-weighted lines bi-directional data results. A draft technical memorandum will be submitted to DSATS for review no later than May 3, 2016. Based on comments received from the DSATS committee members, TADI will then revise and finalize the memorandum for submittal prior to June 30, 2016. Three (3) copies of the final report will be delivered to DSATS in hard copy, along with a CD or flash drive containing a final version of the technical memorandum and a summary of all raw count data. If desired, Engineer can provide DSATS staff with a link to
view and download video files collected for the study.

**SCHEDULE**

Engineer will conduct the traffic counts in April and May, prior to NIU summer dismissal, which is before the week of May 9-13, 2016. Engineer will submit a draft technical memorandum to the Client on or before May 3, 2016. Based on comments received from the DSATS committee members, TADI will then revise and finalize the memorandum for submittal on or before June 30, 2016. If the Client requests an accelerated schedule, every effort will be made to meet the Client's needs.
EXHIBIT B
COMPENSATION/FEE SCHEDULE

For the services described in Tasks 1, 2, 3, and 4: Client shall pay Engineer the lump sum fee of Thirty-Two Thousand Three Hundred Forty-Four Dollars ($32,344.00)*. For informational purposes, this lump sum fee consist of the following tasks:

Roadway Segment, 72 hour, ADT Counts (4 locations): $4,604.00 (4 hours Senior Traffic Engineer, 48 hours Traffic Engineer)

Intersection Turning Movement Counts, 12 hour (3 locations): $2,580.00 (3 hours Senior Traffic Engineer, 18 hours Traffic Engineer)

Intersection Volume Counts, 72 hour, ADT Counts (24 locations) and reports/submittal: $25,160.00 (12 hours Senior Traffic Engineer, 160 hours Traffic Engineer, 162 hours Traffic Technician).

* For reference, this fee is based on the following per type:

- **Roadway Segment, 72 hour, ADT counts**: 5 segments = $5,460; one single segment = $2,200.

- **Intersection Turning Movement Counts, 12 hour, combined with other data collection elements**: $860 per location; if stand alone as one item as a single intersection = $1,600.

- **Intersection Volume Counts, 72 hour, ADT count**: 6 intersections = $6,290.00; one single intersection: $2,550.00

The above lump sum fee includes all labor and direct expenses related to the work items described herein and will not be exceeded without specific and written direction from the Client.

The Engineer’s attendance at project meetings and/or public hearings not specifically included in the project scope will be charged on an hourly basis according to the following rates:

- **Senior Traffic Engineer**: $165 per hour
- **Traffic Engineer**: $130 per hour

Expenses for meetings such as mileage, copies, etc. will be billed at cost.

Invoices for Services will be sent to the Client monthly. All services not cited in the Scope of Services that are requested by the Client will be conducted as additional services under a written Amendment to this Agreement.
EXHIBIT C
W-9 FORM

(See next page for signed W-9 Form)
EXHIBIT E
INSURANCE REQUIREMENTS AND
TADI’s CERTIFICATE OF INSURANCE

Insurance Requirements

1. All Contractors and All Contracts.

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to Workers’ Compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

2. Certificates and General Conditions.

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional primary insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City’s insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days’ notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this agreement and insurance provided hereunder, the “City” shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.


Unless this Section 3 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / Two Million Dollars ($2,000,000) per occurrence. This insurance shall include independent contractors’ protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after final payment. The coverage shall also include contractual liability insurance coverage for the Contractor’s obligations to indemnify and hold harmless the City and the City Indemnities.


Unless this Section 4 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / Two Million Dollars ($2,000,000) per occurrence. This policy shall include coverage for all owned, hired and non-
owned automobiles used in furtherance of this agreement.


Unless one or more subsections of this Section 5 of Exhibit E is clearly marked out as being inapplicable:

a. Professional Liability / Malpractice. Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / per occurrence. Said policy need not identify the City as additional primary insured.

b. Errors & Omissions Insurance Coverage. Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / per occurrence. Said policy need not identify the City as additional primary insured.

6. Indemnification.

The policy limits availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Workers’ Compensation Act or similar laws or statutes) shall in no way limit the Contractor’s obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor’s work or this Agreement.

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENC THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.
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<tr>
<td><strong>To:</strong></td>
<td>Our Phone: 262-781-4750</td>
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<tr>
<td><strong>Fax:</strong></td>
<td>Our Fax: 262-781-4754</td>
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<tr>
<td><strong>From:</strong></td>
<td>Date: 01/26/2016 Tue</td>
</tr>
<tr>
<td>Subject:</td>
<td>Pages: 2</td>
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If you have any problems with this transmission, please contact Rodrian Insurance at 262-781-4750.
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Rodrian Insurance  
4120 N. Calhoun Road  
Suite 100  
Brookfield WI 53005

**INSURED**
Traffic Analysis & Design Inc  
N36 W7505 Buchanan St  
Cedarburg WI 53012

**COVERAGES**

| INDEX  
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**CERTIFICATE HOLDER**
City of DeKalb  
Brian Dickson  
200 South 4th Street, Room 108  
DeKalb, IL 60115

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
D. J. Rodrian/LAW

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Form W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return):
Traffic Analysis & Design, Inc.

Business name/disregarded entity name, if different from above:

Check appropriate box for federal tax classification:
☐ Individual sole proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

Exemptions (see instructions):

Exempt payee code (if any)__________________________
Exemption from FATCA reporting code (if any)__________

Print or type your name or business name here.

See Specific Instructions on page 2.

Address (individuals, partnerships, and trusts):
N36 W7505 Buchanan Ct
Cedarburg, WI 53012

List account number(s) here (optional).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see “How to get a TIN” on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number:

Employer identification number:

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person: __________________________

Date: 1-26-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/un. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of a payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person, including a resident alien, to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien.
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 31.7701-l).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected income from such trades. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 6-2013)