RESOLUTION 2018-048 PASSED: APRIL 9, 2018

AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH BAXTER AND WOODMAN, INC. FOR DESIGN AND CONSTRUCTION ENGINEERING OF 3,900 FEET OF ROADWAY RESURFACING AND SIDEWALK IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $65,200.

WHEREAS, the City of DeKalb is responsible for the maintenance of publicly owned streets and sidewalks; and

WHEREAS, the Mayor and City Council have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the roadways and sidewalks, including those as outlined in the Project, consisting of 3,900 feet of roadway resurfacing along Harvey, Tyler and Charter Streets between S. Fourth Street and Seventh Street along with sidewalk improvements along S. Sixth Street, all in accordance with the plans and specifications prepared by the engineers of the City, and

WHEREAS, It is in the best interest of the City to select a consulting engineer to design and observe construction of said water main project; and

WHEREAS, The City as a home rule community has the ability to select a consulting engineering firm to enter into an agreement for professional services;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

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 design and construction engineering of 3,900 feet of roadway resurfacing and sidewalk improvements an amount not to exceed $65,200. Such services shall be provided in accordance in the form attached hereto as Exhibit A, subject to such changes as shall be acceptable to the Mayor with the recommendation of City staff.

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 9th day of April 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:  

SUSANNA HERRMANN, City Clerk  
JERRY SMITH, Mayor
Exhibit A

2018 CDBG Roadway Improvements
Design and Construction Services
City of DeKalb

Independent Contractor
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and Baxter & Woodman, Inc. hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services.

Contractor agrees to furnish to the City the scope of services as outlined in Exhibit A 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 for 3 years from the date of execution, 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 with total fees not to exceed the following:

$27,850.00 for Design Engineering, which includes an estimated $2,500 for pavement cores and report, and an estimated $8,000 for CDBG compliance from Ellen Burgeson, Inc. (Engineer's Project No. 180293.40)

$37,350.00 for Construction Engineering, which includes General Construction Administration and part-time Resident Project Representative work. (Engineer's Project No. 180293.60)

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.

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 Manager. 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 do 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 the scope of work, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibits A and 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 Contractor 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: X 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 or Social Security Number is 36-2845242 and is doing business as (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 attorneys 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 negligent 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 negligent 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 in the Insurance Requirements set forth in Exhibit C. 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:  
For the Contractor:

City Manager  
Louis D. Haussmann, P.E.
City of DeKalb  
Baxter & Woodman, Inc.
200 S. Fourth Street  
8678 Ridgefield Road
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 9th day of April, 2018.

City of DeKalb

City Mayor

City Clerk

Contractor

[Signature]

Title: [Signature] Matt [Signature]

Attest

[Signature] Barbara [Signature] Tobin
2018 CDBG Roadway Improvements
Design and Construction Services
City of DeKalb

EXHIBIT A
SCOPE OF SERVICES

LOCATION:

The project is located on Harvey Street, Tyler Street, Charter Street, and South 6th Street within the City of DeKalb. The area for study includes the following:

<table>
<thead>
<tr>
<th>Roadway (Strategy)</th>
<th>Limits</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harvey Street (Resurfacing/ADA)</td>
<td>4th Street to 7th Street</td>
<td>1,300 FT</td>
</tr>
<tr>
<td>Tyler Street (Resurfacing/ADA)</td>
<td>4th Street to 7th Street</td>
<td>1,300 FT</td>
</tr>
<tr>
<td>Charter Street (Resurfacing/ADA)</td>
<td>4th Street to 7th Street</td>
<td>1,300 FT</td>
</tr>
<tr>
<td>South 6th Street (ADA only)</td>
<td>Culver Street to Charter Street</td>
<td>1,770 FT</td>
</tr>
</tbody>
</table>

SCOPE OF SERVICES:

1. EARLY COORDINATION AND DATA COLLECTION

   A. Data Collection: Obtain, review and evaluate the following information provided by the LPA for use in design:
      - Utility Atlases
      - GIS Shape files surrounding the project limits
      - Maintenance and flooding records
      - Geotechnical Data

   B. Field Evaluation: Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair. No topographic survey will be performed for this project.

   C. Right of Way: No additional right-of-way or easements are anticipated. All work to be performed is understood to be within the City of DeKalb right-of-way.

   D. Meetings and Public Outreach: No public involvement is anticipated for this project. A kickoff meeting with the City shall be performed with the City prior to design.

2. GEOTECHNICAL REPORT

   A. Pavement Cores and Soil Borings: Utilize Testing Service Corporation (TSC) to take pavement cores of the surface and base material for determining the composition of the existing
pavement material within the project limits. Baxter & Woodman will provide a core location map prior to this work. (6 cores estimated)

B. Clean Construction or Demolition Debris (CCDD): CCDD testing and completion of Form 663 is not included in this scope because it is anticipated that this project will generate small amounts of excavation haul off, which will be risk managed as non-special waste.

3. PLAN PREPARATION

A. Estimate of Cost and Time: Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.

B. Specifications and Bid Package: Prepare special provisions in accordance with CDBG Funding and LPA guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction. The Bid Package will consist of a location map, description, and quantities of the improvements listed above, similar to Motor Fuel Tax (MFT) funded projects. Topographic survey and plan sheets are not anticipated for this project.

Partial curb and gutter repairs, patching, and related maintenance work will be estimated in design and final locations identified in the field during construction. Standard IDOT and City details will be provided in the bid package for additional contractor specifications.

C. Utility Coordination: Advance utility coordination or relocation not anticipated due to the scope and depth of excavation.

D. QA/QC: Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, prefinal, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

4. ASSIST BIDDING

A. Provide design assistance and clarification for bid documents. Assist the LPA with coordination and scheduling during the bid process.

B. Provide documents for bidding and assist the LPA in solicitation of bids from as many qualified bidders as possible, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the LPA for an award of contract.

5. CDBG COMPLIANCE - Ellen Burgeson, Inc. will be used to comply with CDBG requirements (see attached subconsultant agreement).

6. MANAGE PROJECT – Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with LPA and project
team to ensure the goals of the project are achieved. Prepare and submit monthly invoices and provide regular updates to the LPA.

PHASE III CONSTRUCTION ASSISTANCE

7. Act as the Owner’s representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.

8. PROJECT INITIATION
   A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
   B. Attend and prepare minutes for the preconstruction conference, and review the Contractor’s proposed construction schedule and list of subcontractors.

9. CONSTRUCTION ADMINISTRATION
   A. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer’s review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer’s consideration of a component does not constitute acceptance of the assembled item.
   B. Prepare construction contract change orders and work directives when authorized by the Owner.
   C. Review the Contractor’s requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
   D. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
   E. Project manager or other office staff visit site as needed.

10. FIELD OBSERVATION – Full Time (240 hours)
    A. Engineer’s site observation shall be at the times agreed upon with the Owner. Engineer will 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, as deemed necessary by the Engineer, 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. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct,
control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

C. 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 Owner of the construction progress and working days charged against the Contractor's time for completion.

11. COMPLETION OF PROJECT
A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.

B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.

C. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

12. PROJECT CLOSEOUT - Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.
CONSULTANT’S AGREEMENT

AGREEMENT made this ___ th day of April, 2018, by and between Baxter & Woodman, located at 1788 Sycamore Rd., DeKalb, IL 60115 (hereinafter referred to as the “ENGINEER”) and Ellen Burgeson, located at P.O. Box 4394, Rockford, Illinois (hereinafter referred to as the "CONSULTANT").

1. Engagement. The “ENGINEER” agrees to engage the "CONSULTANT" and the "CONSULTANT" agrees to provide to the “ENGINEER” services necessary to assist the “ENGINEER” in the administration of a Community Development Block Grant-funded (CDBG) project to resurface streets and install ADA-compliant curb ramps for the City of DeKalb which is the CDBG Entitlement grantee.

2. Term. The term of the agreement shall commence on April 1, 2018 and shall terminate on December 31, 2018.

3. Services. The "CONSULTANT" shall provide the “ENGINEER” with the following services which will commence with the preparation of the bid documents:
   - Review bid documents for compliance with all state and federal regulations applicable to the CDBG program requirements for labor standards and EEO compliance.
   - Establish and maintain project files for labor standards and EEO compliance only
   - Obtain and file copy of Certification of Publication for bid advertisement, bid tab and engineer’s recommendation for contract award, contract award documentation, executed Agreement and contract documents, Notice of Contract Award and Notice to Proceed
   - Monitor contract award to ensure that recommended low bidder is in compliance with HUD’s eligibility standards
   - Monitor list of subcontractors provided by prime contractor to ensure each subcontractor is in compliance with HUD’s eligibility standards
   - Prepare memo and packet of labor standards and EEO information and documents for distribution at pre-construction conference; attend pre-construction conference and explain labor standards and EEO compliance requirements, including Section 3 requirements and documentation, to prime contractor
   - Attend up to one additional project meeting
   - Prepare employee interview form for project, explain employee interview requirements and other labor standards and EEO compliance requirements to “ENGINEER”, assist “ENGINEER” to schedule monthly employee interviews as needed
   - Monitor contractor’s and subcontractor’s weekly certified payroll reports and compliance reports for compliance with labor standards requirements, obtain additional compliance documentation from contractors as needed
   - Monitor employee interviews (to be conducted monthly by “ENGINEER” and provided to “CONSULTANT”) for compliance with labor standards requirements
   - Resolve discrepancies between payrolls, employee interviews, and wage rate determination
   - Communicate with "ENGINEER" as needed to advise on status of labor standards and EEO compliance documentation to be provided by prime contractor and subcontractors

“CONSULTANT” will deliver project records to the “ENGINEER” upon completion of grant activities and the “ENGINEER” will be solely responsible for delivering records to the City of
DeKalb. “CONSULTANT’s” responsibilities under this agreement end with final completion of the project to resurface streets and install ADA-compliant curb ramps and delivery of project records to “ENGINEER”.

The services provided by “CONSULTANT” under this Agreement do not include requests or drawdowns of grant funds, financial documentation or tracking of expenditure of grant funds and leveraging or local funds, regular visits to the project site, or preparation of annual Section 3 or other federal reports that the City of DeKalb as CDBG grantee is required to file. Additional services may be requested of “CONSULTANT” under the terms of Section 4. Compensation.

4. Compensation. As compensation for the services set forth in the Agreement to be rendered by the "CONSULTANT" the “ENGINEER” shall pay the “CONSULTANT” eightyfive dollars ($85.00) per hour, not to exceed the total of $8,000.00, to be billed to the “ENGINEER” by the "CONSULTANT" on a monthly basis. If additional services are requested of the “CONSULTANT”, those services rendered in excess of this contractual agreement will be billed to the “ENGINEER” by the "CONSULTANT" at a fee of eightyfive dollars ($85.00) per hour. Should the scope of work change due to a request by the “ENGINEER” or due to circumstances beyond the control of the “CONSULTANT”, the “CONSULTANT” reserves the right to adjust fees and expenses accordingly. If the scope of work changes, the “CONSULTANT” shall give written notice of a change in fees to the “ENGINEER”.

5. Expenses. The "CONSULTANT" shall also be entitled to reimbursement for all reasonable expenses necessarily incurred in performance of her duties upon presentation of a voucher indicating the amount and business purpose. The "CONSULTANT'S" reimbursement shall include, but not be limited to: postage and shipping costs, telephone charges, and mileage.

6. Indemnity. The “ENGINEER” shall hold the “CONSULTANT” harmless from any acts or decisions made by the “ENGINEER” with regard to administration of the CDBG-funded project to resurface streets and install ADA-compliant curb ramps.

7. This agreement may not be amended orally, but only by a written document signed by the parties hereto.

[Signatures]
Ellen Burgeson, President
Ellen Burgeson, Inc.

[Signature]
“ENGINEER”
Baxter & Woodman

April 2018 date
CITY OF DEKALB, ILLINOIS  
2018 CDBG ROADWAY IMPROVEMENTS  

EXHIBIT B  

BAXTER & WOODMAN, INC.  
2018 HOURLY BILLING RATES AND EXPENSE ITEMS  
FOR PROFESSIONAL SERVICES  

<table>
<thead>
<tr>
<th>EMPLOYEE CLASSIFICATION</th>
<th>HOURLY BILLING RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$190</td>
</tr>
<tr>
<td>Senior Engineer III to IV</td>
<td>$150 to $175</td>
</tr>
<tr>
<td>Senior Engineer I to II</td>
<td>$125 to $140</td>
</tr>
<tr>
<td>Engineer III to IV</td>
<td>$105 to $115</td>
</tr>
<tr>
<td>Engineer I to II</td>
<td>$90 to $95</td>
</tr>
<tr>
<td>Engineering Technician III to V</td>
<td>$115 to $145</td>
</tr>
<tr>
<td>Engineering Technician I to II</td>
<td>$60 to $105</td>
</tr>
<tr>
<td>Senior Geologist</td>
<td>$140</td>
</tr>
<tr>
<td>Professional Surveyor I</td>
<td>$145</td>
</tr>
<tr>
<td>Administrative Support I to III</td>
<td>$70 to $78</td>
</tr>
<tr>
<td>Marketing Professional I to III</td>
<td>$70 to $80</td>
</tr>
<tr>
<td>Accounting Professional I to III</td>
<td>$70 to $80</td>
</tr>
</tbody>
</table>

Hourly rates for inspection services do not include any overtime. The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner. 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. Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service. Company-owned/leased vehicle usage will be reimbursed at a rate of $65.00 per diem or $32.50 per half diem. Traffic Counters $50/day. Miovision Traffic System usage will be reimbursed at a rate of $600.00 per diem and $24.00 per hour processing. Sub-consultant costs will be reimbursed at their invoice costs plus 5%.