

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN "MODIFICATION NO. 2" TO THE ENGINEERING SERVICES AGREEMENT WITH BAXTER AND WOODMAN FOR DESIGN OF A SECOND STAGE, IN THE NOT TO EXCEED AMOUNT OF \$42,879.00, FOR PEACE ROAD WIDENING (SECTION 06-00172-00-WR).

WHEREAS, on November 24, 2008, the City of DeKalb, Illinois, and Baxter and Woodman entered into a design engineering services agreement, in an amount not to exceed \$411,930.00, using motor fuel tax funds for Peace Road Widening from Pleasant Street to Route 38; and,

WHEREAS, on April 15, 2010 said agreement was amended by Modification Number 1 to a not to exceed amount of \$438,764.00; and,

WHEREAS, the City of DeKalb and Baxter and Woodman wish to modify that agreement; now,

THEREFORE 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, Illinois, be authorized and directed to execute Modification Number 2, for design engineering services regarding the Peace Road improvements south of the railroad overpass in DeKalb by increasing the total compensation by \$42,879.00 to a total not to exceed \$481,643.00, a copy of which is attached hereto as Exhibit "A."

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 28th day of March, 2011 and approved by me as Mayor on the same day. Passed on roll call vote: 7-0. Aye: Simpson, Teresinski, Verbic, Gallagher, Naylor, Baker, Kammes.

ATTEST:


STEVEN C. KAPITAN, City Clerk




KRIS POVLSEN, Mayor

EXHIBIT A

CITY CLERK FILES:
Number: RES 11-21
Date: 3/28/11

**MODIFICATION NO. 2 TO THE AGREEMENT BETWEEN
THE CITY OF DEKALB AND BAXTER & WOODMAN, INC. FOR
DESIGN ENGINEERING SERVICES REGARDING
THE PEACE ROAD IMPROVEMENTS
IN DEKALB, ILLINOIS
SECTION 06-00172-00-WR**

This modifies the agreement between Baxter & Woodman, Inc. and the City of DeKalb entered into on November 24, 2008 for Design Engineering Services and as amended by Modification No. 1 (April 15, 2010). Modification No. 2 increases the total compensation by \$42,879.00.

The second sentence of Section 1.b. on Page 2 of 4 of BLR 5510 of the agreement shall be modified to say: **The total compensation for this PROJECT shall not exceed \$481,643.00.**

It is mutually agreed that all other provisions and clauses included in the agreement remain in full force and effect.

CITY OF DEKALB, ILLINOIS

BAXTER & WOODMAN, INC.

By: 
Mayor
KRIS POVLSEN

By: 
Vice President

Date: MARCH 29, 2011

Date: March 17, 2011

ATTEST:



ATTEST:


City Clerk
STEVE KAPITAN


Deputy Secretary



CITY OF DEKALB, ILLINOIS
PEACE ROAD IMPROVMENTS
SECTION 06-00172-00-WR

MODIFICATION NO. 2

EXHIBIT C

SCOPE OF SERVICES

This PROJECT will consist of the Preliminary Phase II Engineering required for the development of PROJECT plans, specifications, and cost estimate for the construction of Peace Road from 450 feet north of Illinois 38 to the Union Pacific Railroad Bridge in the City of DeKalb, Illinois. The PROJECT will include improvements to 0.19 miles (1000 feet) of roadway, with pavement widening and resurfacing, storm sewer, curb and gutter, shoulder, pavement marking, and parkway restoration. The PROJECT plans, specifications, and cost estimate are to be submitted to IDOT by April 1, 2011.

The following tasks are not included in the Phase II scope of work: traffic counts, bicycle path design, soil borings and analysis, environmental work (except the Special Waste Evaluation described below), public meeting involvement, bid assistance, production of plans for bidding purposes, and right-of-way acquisition including plats, legals, titles, appraisals and negotiations.

- **MANAGE PROJECT** – Plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with LA staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT and to review available data.
- **AGENCY COORDINATION** – Coordinate the proposed improvements with the DEPARTMENT. Notify and coordinate the proposed improvements with utility companies.
- **PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
 - **PRELIMINARY GEOMETRIC PLANS** – Prepare the pre-final geometric plan and profile design for the proposed improvements.
 - **DRAINAGE AND UTILITY PLANS** – Prepare the storm sewer design for the proposed improvements and incorporate into the Drainage and Utility plan sheets.

- **EROSION CONTROL PLANS** – Design an erosion control plan for the PROJECT improvement.
- **PAVEMENT MARKING AND SIGNAGE PLANS** – Develop a proposed pavement striping and signage plan for the proposed improvements.
- **MAINTENANCE OF TRAFFIC PLAN** – Prepare construction staging notes, typical sections, and plans to maintain local traffic flow through the PROJECT construction zone.
- **SPECIAL WASTE EVALUATION** – Evaluate the Preliminary Site Investigation (PSI) developed by the DEPARTMENT, identify special waste areas impacted by construction, and develop volumes of special waste material to be removed off-site.
- **PROJECT DETAILS AND STANDARDS** – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and DEPARTMENT Standard Detail sheets.
- **CROSS SECTION DESIGN** – Design pre-final roadway cross sections at 50-foot intervals and at all cross streets and driveways. Compute earthwork calculations.
- **ESTIMATE OF COST** – Prepare summary of quantities, schedules of materials and an engineer's estimate of cost.
- **SPECIAL PROVISIONS** – Prepare special provisions in accordance with DEPARTMENT guidelines. Submit two paper copies of the pre-final plans and specifications to the LA for review.
- **QC/QA** – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the PROJECT.
- **FINAL CONTRACT PLANS AND CONTRACT PROPOSAL**
 - **FINAL CONTRACT PLANS AND CONTRACT PROPOSAL** – Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost and submit these documents to the DEPARTMENT for the LA to receive construction bids. Make any necessary changes to the documents as required by the DEPARTMENT in order to secure approval. Submit one paper set of final contract documents to the LA.

**EXHIBIT E - PHASE II PRELIMINARY ENGINEERING
 PEACE ROAD IMPROVEMENTS
 MODIFICATION NO. 2**

ROUTE: PEACE ROAD LOCAL AGENCY: CITY OF DEKALB (Municipality/Township/County)					* FIRM'S APPROVED RATES ON FILE WITH IDOT'S BUREAU OF ACCOUNTING AND AUDITING:				
SECTION: 06-00172-00-WR					OVERHEAD RATE (OH) 147%				
PROJECT:					COMPLEXITY FACTOR (R) 0				
JOB NO.:					CALENDAR DAYS				
ENGINEER'S JOB NO. 081068.00									
METHOD OF COMPENSATION:									
COST PLUS FIXED FEE 1					10.0% [(DL + R (DL) + OH (DL) + IHDC)				
COST PLUS FIXED FEE 2					14.5% [(DL + R (DL) + 1.4 (DL) + IHDC)				
COST PLUS FIXED FEE 3					14.5% [(2.3 + R) DL + IHDC]				
SPECIFIC RATE									
LUMP SUM					X				
COST ESTIMATE OF CONSULTANT SERVICES IN DOLLARS									
ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
MANAGE PROJECT									
MANAGE PROJECT	SENIOR ENGINEER V	20	\$56.70	\$1,134.00	\$1,667.00		\$80.00	\$288.00	\$3,169.00
	SENIOR ENGINEER IV	5	\$50.30	\$252.00	\$370.00			\$62.00	\$684.00
AGENCY COORDINATION									
AGENCY COORDINATION	SENIOR ENGINEER V	10	\$56.70	\$567.00	\$833.00		\$80.00	\$148.00	\$1,628.00
	SENIOR ENGINEER I	10	\$42.54	\$425.00	\$625.00			\$105.00	\$1,155.00
	CLERICAL	2	\$23.57	\$47.00	\$69.00			\$12.00	\$128.00
PRELIMINARY PLANS, SPECIFICATIONS, & ESTIMATE OF COST									
PRELIMINARY GEOMETRIC PLANS	SENIOR ENGINEER I	40	\$42.54	\$1,702.00	\$2,502.00		\$150.00	\$435.00	\$4,789.00
	CADD OPER III	30	\$35.25	\$1,058.00	\$1,555.00			\$261.00	\$2,874.00
DRAINAGE AND UTILITY PLANS	SENIOR ENGINEER II	20	\$45.65	\$913.00	\$1,342.00			\$226.00	\$2,481.00
	CADD OPER III	16	\$35.25	\$564.00	\$829.00			\$139.00	\$1,532.00
EROSION CONTROL PLANS	SENIOR ENGINEER I	4	\$42.54	\$170.00	\$250.00			\$42.00	\$462.00
	CADD OPER III	4	\$35.25	\$141.00	\$207.00			\$35.00	\$383.00
PAVEMENT MARKING AND SIGNAGE PLANS	SENIOR ENGINEER I	10	\$42.54	\$425.00	\$625.00			\$105.00	\$1,155.00
	CADD OPER III	10	\$35.25	\$353.00	\$519.00			\$87.00	\$959.00
MAINTENANCE OF TRAFFIC PLAN	SENIOR ENGINEER I	30	\$42.54	\$1,276.00	\$1,876.00			\$315.00	\$3,467.00
	CADD OPER III	20	\$35.25	\$705.00	\$1,036.00			\$174.00	\$1,915.00
SPECIAL WASTE EVALUATION	SENIOR ENGINEER V	2	\$56.70	\$113.00	\$166.00			\$28.00	\$307.00
	SENIOR ENGINEER I	10	\$42.54	\$425.00	\$625.00			\$105.00	\$1,155.00
	CADD OPER III	10	\$35.25	\$353.00	\$519.00			\$87.00	\$959.00
PROJECT DETAILS AND STANDARDS	SENIOR ENGINEER I	6	\$42.54	\$255.00	\$375.00			\$63.00	\$693.00
	CADD OPER III	6	\$35.25	\$212.00	\$312.00			\$52.00	\$576.00
CROSS SECTION DESIGN	SENIOR ENGINEER I	20	\$42.54	\$851.00	\$1,251.00			\$210.00	\$2,312.00
	CADD OPER III	10	\$35.25	\$353.00	\$519.00			\$87.00	\$959.00
ESTIMATE OF COST	SENIOR ENGINEER I	8	\$42.54	\$340.00	\$500.00			\$84.00	\$924.00
	CADD OPER III	8	\$35.25	\$282.00	\$415.00			\$70.00	\$767.00
	CLERICAL	2	\$23.57	\$47.00	\$69.00			\$12.00	\$128.00
SPECIAL PROVISIONS	SENIOR ENGINEER I	6	\$42.54	\$255.00	\$375.00			\$63.00	\$693.00
	CLERICAL	2	\$23.57	\$47.00	\$69.00			\$12.00	\$128.00
QC/QA	SENIOR ENGINEER V	8	\$56.70	\$454.00	\$667.00			\$112.00	\$1,233.00

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHC)	PROFIT	TOTAL
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST									
FINAL CONTRACT PLANS AND CONTRACT PROPOSAL	SENIOR ENGINEER V	4	\$56.70	\$227.00	\$334.00		\$150.00	\$71.00	\$782.00
	SENIOR ENGINEER I	20	\$42.54	\$851.00	\$1,251.00			\$210.00	\$2,312.00
	CADD OPER III	20	\$35.25	\$705.00	\$1,036.00			\$174.00	\$1,915.00
	CLERICAL	4	\$23.57	\$94.00	\$138.00			\$23.00	\$255.00
TOTAL PHASE II		377		\$ 15,596	\$ 22,926	\$ -	\$ 460	\$ 3,897	\$ 42,879
IN-HOUSE DIRECT COSTS:									
VEHICLE EXPENSES TRAVEL	320	MILES @ \$0.50 / MILE		\$160					
PLAN PRODUCTION / POSTAGE				\$300					