

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HAMPTON, LENZINI, AND RENWICK, INC. FOR BRIDGE ENGINEERING DESIGN AND PERMITTING PROFESSIONAL SERVICES OF THE COMPLETE REPLACEMENT OF THE N. FIRST STREET BRIDGE AND THE LUCINDA AVENUE BRIDGE AT THEIR SPANS OF THE KISHWAUKEE RIVER IN AN AMOUNT NOT TO EXCEED \$630,000.

WHEREAS, the City of DeKalb, DeKalb County, Illinois ("the City") is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1. et/seq.; and

WHEREAS, the City of DeKalb has the responsibility to oversee the maintenance and conditions of crucial public infrastructure, such as bridges, and replace such prior to expiration of their useful lifespans; and

WHEREAS, the City of DeKalb has applied for and desires to utilize State and Federal funding and must meet the planning requirements for those moneys; and

WHEREAS, the Mayor and City Council have determined that it is advisable, for staff to utilize professional engineering consultants for the design of major infrastructure; and

WHEREAS, the City maintains relationships for services with several firms from a Qualification Based Selection process, among which are Hampton, Lenzini, and Renwick, Inc.

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

SECTION 1: That the City Manager of the City of DeKalb, Illinois, be authorized and directed to enter into a Professional Services Agreement with Hampton, Lenzini, and Renwick, Inc. for Bridge Engineering Design and Permitting Professional Services of the complete replacement of the N. First Street Bridge and the Lucinda Avenue Bridge at their spans of the Kishwaukee River in an amount not to exceed \$630,000.

SECTION 2: That the City Clerk and/or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 13th day of April 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor

Professional Services (Advisor) Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and **"Hampton, Lenzini, and Renwick, 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 following services:

See attached Exhibit A

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 through June 1 2023, or, until terminated by either party upon 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. Contractor shall provide all contractor lien waivers, subcontractor lien waivers and materialmen lien waivers, properly executed and completed, prior to receiving payment. Contractor shall indemnify, defend and hold harmless the City from any claim arising out of or relating to the liens, public fund claims or other claims for payment or damages from any subcontractor or materialman employed or utilized by

Contractor, without regard to whether the City strictly enforced the requirement of submitting lien waivers. The following optional provisions apply if checked:

- This work is to be completed in accordance with the rate schedule attached in Exhibit B.
- This work is to be completed subject to a not-to-exceed price of \$630,000.
- The Parties expressly acknowledge that this Agreement is being entered into pursuant to the City Manager's spending authority, and in no event shall the sum of all charges contemplated herein, inclusive of all fees, expenditure reimbursements or other payments of any kind, exceed Twenty Thousand Dollars (\$20,000.00). Unless and until the City provides written notice to Contractor that this agreement has been ratified, approved or amended by the City Council and can exceed that threshold, this Agreement shall be deemed to terminate automatically, without any obligation for further notice, work or payment, upon reaching the threshold. Contractor shall provide the City with written notice when the total amount charged hereunder has reached or exceeded Fifteen Thousand Dollars (\$15,000.00).

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 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. The Parties acknowledge that this Agreement is for professional services and is not subject to the Illinois Prevailing Wage Act. Contractor shall indemnify, defend and hold harmless the City from any claims arising out of or relating to any actual or alleged non-compliance with the requirements of the Prevailing Wage Act.

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 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:

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. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to *Carney v. Union Pacific Railroad Company*, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

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.

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).

Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), GENERAL CONTRACTOR, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. GENERAL CONTRACTOR understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

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/ido. 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.

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

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.

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 or Social Security Number is 36-2555986 and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ 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.

I. Indemnification:

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.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the



Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois. However, pursuant to the Construction Contract Indemnification for Negligence Act (740 ILCS 35), the Parties shall not indemnify the other for any liabilities, damages, costs or expense resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*), or other such immunity statute or common law, by reason of indemnification or insurance. Indemnification shall survive the termination of the Agreement.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached 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.

K. Bonds:

Contractor shall be responsible for identifying and complying with all legal requirements applicable to this Agreement or the underlying work to be performed, including but not limited to any requirement to post bonds or security. Without limitation, Contractor shall comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et. seq.* for any public works having a total cost in excess of \$50,000.



L. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, 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 and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

M. 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:

Randal G. Newkirk
Hampton, Lenzini and Benwick, Inc.
380 Shepard Dr.
Elgin, IL 60123

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

N. 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.

O. 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.

P. Conflicts:

Contractor may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor's work for the City, even if the interests of such clients in those matters are directly adverse to City. Contractor agrees however that the City's prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of Contractor's representation of the City, Contractor has obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of Contractor, could be used in any such other matter by such client to the material disadvantage of the City. Contractor and the City covenant to work in good faith to identify any current or prospective conflicts, and to negotiate in good faith to resolve or waive such conflicts, or to limit or terminate services under this Agreement so as to avoid such conflicts.


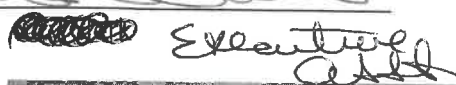
Q. Inspections or Observation:

Where services provided herein relate to the inspection or observation of items or projects constructed by third parties on behalf of the City, whether with respect to the compliance of those items with applicable codes or its acceptable construction as a public or private improvement, the Contractor shall not serve as a guarantor of any third party, public or worker safety. The Parties acknowledge that the Contractor shall have a duty to identify defects or non-compliance with applicable standards and to report such information to the City, and where such defects or non-compliance require immediate remediation, to make such report immediately upon observation of the condition. Such duty shall also extend to properly documenting the observed condition whether through report, photography, video or other medium. However, the Contractor shall not be responsible for the means, method or sequence of work that any third party employs, nor for review or recommendation of applicable workplace safety rules, regulations or suggestions. The Parties expressly disclaim the existence of any third party beneficiary from the Contractor's services hereunder (where relating to inspection or observation as defined herein), it being recognized that the services contemplated herein require reporting of information to the City as the client of Contractor, and not to any other party.

Agreed to this 29th day of April, 2020.

City of DeKalb


City Manager



Executive

Contractor



Corp. Secretary
Title
Darlene Williams
Attest



Exhibit A:

Description of Work





March 6, 2020

Mr. Zachary Gill PE
City Engineer
City of DeKalb
1216 Market Street
DeKalb, IL 60115

Re: N. First Street and Lucinda Drive over the North Branch of the Kishwaukee River – Phase I and II

Dear Mr. Gill:

We prepared this letter to serve as the agreement between the City of DeKalb (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for Phase I and II engineering services requested relative to N. First Street and Lucinda Drive over the North Branch of the Kishwaukee River.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit B, appended hereto.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

All of the above services will meet the requirements of and are to be performed in conformance with Illinois Department of Transportation, Federal Highway Administration and City of DeKalb requirements.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- Provide GIS data of known City Utilities, parcels, and other pertinent information
- Crash data

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2020 Rates
PRINCIPAL	\$ 220.00
ENGINEER 6	\$ 185.00
ENGINEER 5	\$ 165.00
ENGINEER 4	\$ 155.00
ENGINEER 3	\$ 145.00
ENGINEER 2	\$ 115.00
ENGINEER 1	\$ 95.00
STRUCTURAL 2	\$ 200.00
STRUCTURAL 1	\$ 160.00
TECHNICIAN 3	\$ 130.00
TECHNICIAN 2	\$ 110.00
TECHNICIAN 1	\$ 80.00
INTERN/TEMPORARY	\$ 50.00
LAND ACQUISITION	\$ 145.00
SURVEY 2	\$ 135.00
SURVEY 1	\$ 110.00
ENVIRONMENTAL 2	\$ 140.00
ENVIRONMENTAL 1	\$ 95.00
ADMINISTRATION 2	\$ 130.00
ADMINISTRATION 1	\$ 75.00

These rates will remain in effect through December 31, 2020. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2021.

At this time, we estimate the cost of our services will not exceed **\$628,875.00 (N. First Street - \$337,675; Lucinda Avenue - \$291,000)**, as broken down in Exhibit A. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten

(10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name Zachary Gill, PE
Title City Engineer
Address 1216 Market Street
DeKalb, IL 60115
Office Phone 815.748.2331
E-mail Engineering1@cityofdekalb.com

For the Consultant:

Name Randal G. Newkirk, PE
Title Principal in Charge
Address 380 Shepard Drive
Elgin, IL 60123
Office Phone 847.697.6700
E-mail rnewkirk@hlreng.com

Name Amy McSwane, PE, PTOE
Title Project Manager
Address 380 Shepard Drive
Elgin, IL 60123
Office Phone 847.697.6700
E-mail amcswane@hlreng.com

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into

renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Contractor Insurance and Indemnity Requirements

The Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant, and its sub-consultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant, and its sub-consultants from and against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Entire Agreement

This Agreement, comprising pages 1 through 8, and Exhibits A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant,

which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Opinions of Probable Construction Cost (Engineer's Estimate)

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

Requests for Clarification or Interpretation

The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents, or is reasonably inferable from them, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such

suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Mr. Zachary Gill, PE
City of DeKalb
March 6, 2020
Page 8

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with your approval, please have the proper City officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.



Amy McSwane, PE, PTOE
Corporate Treasurer

Enclosure

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of DeKalb N. First Street and Lucinda Avenue over N. Branch of Kishwaukee River Phase I and II Engineering services set forth above.

By _____
Title _____

_____ Date

ATTEST:

By _____
Title _____



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City of DeKalb
North First Street Bridge over South Branch of Kishwaukee River
Phase I and II Engineering
Scope of Work

I. INTRODUCTION

The City of DeKalb intends to replace the bridge along North First Street / FAU 5253 over the South Branch of the Kishwaukee River. SN 019-6000 is a three-lane, two-span bridge that is in need of structural and hydraulic improvements. The bridge deck and superstructure have deteriorated in condition to a point requiring load restrictions. The structure has been recommended for replacement using Illinois Special Bridge Funding.

The purpose of the project is to improve the noted deficiencies in the bridge hydraulics, replace a deteriorated structure, improve overall safety of the section and provide a long term economical project for the City. The Phase I project will develop the preliminary engineering, including environmental clearances, Preliminary Bridge Design and Hydraulic Report, Bridge Condition Report, and Project Development Report. The Phase II project will develop the final designs, permitting, and contract plans that allows efficient construction, minimizes environmental impacts to the South Branch of the Kishwaukee River and makes the most efficient use of available funding.

II. SCOPE OF SERVICES

The project limits include the North First Street Bridge over the South Branch of the Kishwaukee River, its immediate roadway approaches, and the DeKalb Nature Trail crossing. The street and sidewalk improvements will extend approximately 300 feet in each direction. The bridge replacement is anticipated to be a low-profile, three-span cast-in-place concrete slab bridge. This type of bridge will provide the maximum increase of hydraulic opening, while minimizing the profile grade raise. We anticipate the need for a larger hydraulic opening as there is no freeboard currently provided for the design year flood event, resulting in backwater and flooding of the surrounding properties.

The DeKalb Nature Trail will be evaluated for relocation under the bridge to avoid the First Street crossing. Street improvements will include pedestrian safety improvements along First Street and across the bridge. The project design does not appear to impact wetlands or endangered species, but will probably require additional right-of-way or easements. The roadway section is on tangent horizontal and flat vertical alignment.

PHASE I

Task 1 – Data Collection and Project Start-up

HLR will conduct a visual survey of the site through a site visit. Project photos documenting the existing conditions and possible environmental issues will be taken. HLR will review and analyze the project-related data and records provided by the City of DeKalb, including the crash data and utility plans. A design-level JULIE locate will be done to determine the utilities in the area; these utility companies will be contacted for more information.



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Task 2 – Field Survey: HLR will conduct a topographic survey of the project limits including the bridge, its approaches, the South Branch of the Kishwaukee River stream banks and adjoining land. The wetland boundaries will also be surveyed from the wetland delineations. Any utilities located under or adjacent to the bridge will be surveyed as well.

The survey data will be in IL State Plane Coordinates East Zone NAD 83, and NAVD 88 vertical datum. We will establish accurate horizontal control points and benchmarks for use in construction.

Hydraulic Survey:

The hydraulic survey will include stream cross sections as needed for analysis of the proposed bridge hydraulics and preparation of the Preliminary Bridge Design and Hydraulic Report, as required for review and approval by the IDOT Bureau of Bridges & Structures and the IDNR Office of Water Resources.

Right-of-way/Boundary Survey:

The right-of-way survey will include locating necessary property corners to establish boundaries for any areas needed for temporary access easements or permanent easements.

Plot Survey Data

We will plot field data collected in this task in MicroStation CAD format and prepare base plan sheets for the design of the proposed bike trail and pedestrian bridge (if included in the design preferred alternate).

Task 3 – Environmental Surveys & Coordination: HLR will submit the Environmental Survey Request (ESR) to obtain the latest natural resource information from various regulatory agencies, both federal and state. This information will be critical for the permitting phase and will be requested through correspondence. An informational ECOCAT was completed and no endangered species were identified. A Section 7 consultation for federally listed threatened and endangered species as required by the USFWS will be completed by HLR, this is required for the USACE permit. The following studies will be completed.

Wetland Delineation and Report

HLR can perform a formal wetland delineation of the proposed project area. This is recommended to accelerate the preliminary engineering and design approval. IDOT BD&E will complete this work at the request of the City. However, these delineations and reports can add significant coordination time to the project schedule.

The wetland delineation will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands", Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit), and Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and boundary of the involved wetlands.

HLR will conduct a map review of the project. The following maps and documents will be reviewed prior to conducting the field investigation:

- U.S. Geological Survey Topographic Maps
 - National Wetlands Inventory Maps
 - USDA Soil Survey
-



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- Hydric Soils of the United States
- Regulatory Flood Map

It appears from a cursory map review that the South Branch of the Kishwaukee River is the only waterbody or wetland located within the project limits.

The field investigation will be conducted by our environmental personnel who are experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeter (s) will be staked and surveyed. Waterbody/wetland boundary stake locations will be surveyed using a handheld Trimble R1 GNSS receiver.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined in accordance with the Corps of Engineers Wetlands Delineation Manual: Midwest Region. This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

A wetland delineation letter report will be prepared summarizing the findings of the fieldwork including mitigation recommendations and options. At this time, mitigation design will not be included in the scope of services. Included in the report will be the required wetland delineation data sheets that summarize the findings of the field investigation. The wetland delineations will be summarized in the Wetland Impact Evaluation Forms (WIE). These documents will be submitted to IDOT for review.

At this time, no on-site mitigation design is included in the scope of services. It is recommended that wetland banking be utilized if wetland mitigation is necessary. HLR will assist The City of DeKalb in finding a suitable wetland bank site if needed.

Tree Survey and Memorandum

A Certified Arborist will conduct a tree survey of all trees 6 inches and greater within the project limits. All trees will be tied with ribbons and numbered accordingly to be surveyed by others. We will identify all trees by type, diameter, health and structure. During the tree survey we will evaluate potential bat habitat. The finding of the tree survey will be summarized in a tree memorandum.

Special Waste Screening and Preliminary Environmental Site Assessment (PESA) Report

A Special Waste Assessment including Level I and Level II screenings will determine if there is reasonable evidence to predict the presence of contaminated soils within one half of a mile from the project site. This includes ordering the Environmental Database Review summary.

If the Level I and II screenings lead to a determination that further action is required, a PESA will be recommended. The PESA will be prepared using historical and geological information. The specific methods used to conduct the assessment are contained in 1) ASTM Standards E1527-13, 2) A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects (Erdmann et al., 2012), 3) Special Wastes Procedures for Local Highway Improvements (IDOT Local Roads Manual, July 22, 2004), and 4) "IDOT Bureau of Design and Environment Manual (BDE Manual), Section 27-3.03 (b), October 2015). The PESA will include a database search, review of historical records, an on-site



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evaluation, photos and review of other project conditions that will give us insight into the existing environmental conditions along the route.

The final report will outline the presence of Recognized Environmental Conditions (REC) that will need to be addressed during excavation of material during the construction process.

Section 4(f) Lands

The Clinton Rosette Middle School on the southeast quadrant may be considered Section 4(f) property since the athletic fields are located adjacent to the project. Coordination, including a Section 4(f) de minimis report, will be required if any right-of-way is needed from this property.

Section 106 Historic Bridge Review

Since the existing structure is over 50 years old, it will require review for historical significance by the Illinois Historic Preservation Agency. We do not anticipate this structure will be found to hold such significance. However, if it is a Section 106 report will be developed and submitted for review by the IHPA.

Task 4 – Geotechnical Analysis: Two structural borings as well as a boring near the stream bed will be completed by our subconsultant, Midwest Testing Services to determine the stream material for the scour critical analysis. A detailed scope of work by Midwest is attached. Midwest anticipates the borings will be taken in the North First Street pavement. They will provide the necessary temporary lane closures and traffic control. HLR will use the borings to design the proposed bridge foundations, pavement design and retaining walls, if required.

Task 5 – Hydraulic & Drainage Design: HLR will use the previously developed regulatory model for the South Branch Kishwaukee River. FEMA will be contacted to verify that this is still the regulatory model. HLR will conduct a field review of the site to supplement and increase the detail of the hydraulic model. This will become the existing (baseline) conditions hydraulic model. This model will be used to evaluate the hydraulics of alternative proposed bridge replacement designs. HLR will also develop a preliminary plan for the localized drainage on the roadway approaches.

Compensatory storage and/or stormwater detention requirements will be developed, as needed based on the recommended bridge and roadway designs. These will adhere to the DeKalb County Stormwater Ordinance. There are numerous buildings (homes, businesses, school buildings, etc.) located in the designated floodway or floodplain in the project area. The project cannot result in an increase of potential flood damages due to increases in flood heights or velocities. Compensatory storage may be used to help meet this requirement. HLR will develop and prepare the project Hydraulic Report in the IDOT BLR format and will summarize the results in the IDOT Waterway Information Table, coordinating this effort with the City of DeKalb. The model will be used to evaluate the scour critical evaluation of the existing pier and abutment foundations. A Scour Critical Evaluation will be completed for the proposed structure, including recommended riprap countermeasures.

Task 6 – Preliminary Structural Design & Bridge Condition Report: HLR will investigate alternate superstructure configurations and make a recommendation that provides the most economical long-term bridge type. This will be based on the durability, aesthetics and compatibility to the site and stream conditions balanced with initial cost and future maintenance needs. There will be a full replacement and a superstructure-only alternate evaluated using a (1) reinforced concrete slab superstructure and (2) steel or precast concrete I beams with a concrete deck.



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A Bridge Condition Report will be developed for the structure, outlining the current conditions and recommendations for improvement. As the sufficiency rating for SN 019-6000 is above 50 (58.5) we will review an option for replacement of the superstructure only. Although not required for federal aid funding, this alternate scope would reduce the cost and time of construction. The hydraulic analysis will guide this recommendation, as the bridge is in need of additional hydraulic opening. The existing substructure appears to be suitable for use with a new superstructure. Scour countermeasures will be required to protect the pier piling from scour and stream degradation.

The BCR will develop a preliminary design for the bridge, including the type, span and construction depth of the deck members.

HLR will coordinate these analyses with the City of DeKalb and develop a recommendation that best meets the aforementioned needs. Type, Size and Location (TS&L) plan sheets will be prepared for the recommended bridge design for inclusion in the Project Development Report (PDR).

Task 7 – Preliminary Design Studies: HLR will prepare the preliminary design of the geometry, profile and cross sections of the North First Street approaches to the bridge. Since the bridge is hydraulically inadequate, we will evaluate the possibility of raising the elevation of the bridge and the approach pavement to provide a larger waterway opening. The design will be shown on plan and profile sheet exhibits in the PDR. We will also evaluate relocating the DeKalb Nature Trail path to under the bridge. HLR will prepare a maintenance-of-traffic plan, including an option for a detour plan for the closure of the bridge during construction. The approach guardrail system will be evaluated. An engineer's opinion of probable cost for construction of the recommended improvement will be completed. A preliminary estimate of cost will be prepared for each improvement alternate to be considered in the development of the preferred alternate. Possible proposed detour route will be coordinated with the appropriate local agencies.

Task 8 – Project Development Report: HLR will prepare a Project Development Report (PDR) presenting the project's engineering and environmental analyses, design considerations and recommendations. The PDR will be prepared in the current IDOT BLR format and will include an estimate of cost for the recommended improvement, along with exhibits and documentation required to obtain design approval by IDOT.

Task 9 – Public Involvement: The public informational meeting for this project will be held in conjunction with the Lucinda Street bridge project. We will prepare for and attend a public information meeting to provide details about the proposed improvement to area residents and businesses. We will prepare post cards inviting the public to the meeting, advertise in the local newspaper, and provide exhibits during the meeting. Exhibits will include:

- Aerial strip maps
- Project location maps
- Crash exhibits (if needed)
- Bike and pedestrian exhibits
- Existing and proposed cross section exhibits
- Right-of-way acquisition

Comments from the meeting will be compiled and a summary written and distributed to all participants. Either a newsletter or response letters will be prepared summarizing the comments received at the meeting.

Task 10 – Meetings: HLR will prepare for, attend and write meeting minutes for a project kick-off meeting with City staff that will cover project schedule and submittal milestones for this project and the Lucinda Street project. We will coordinate project activities with the City on an ongoing basis via phone, email and personal meetings. Following an initial kick-off meeting with City staff, HLR will meet to review and discuss analysis of bridge alternates, to review plans for the preferred alternate, and to review the PDR and plan package before submittal to IDOT. HLR also anticipates an FHWA coordination meeting at IDOT and a meeting with School District 428.



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Task 11 – Land Acquisition – Preparation of Plats/Legal Descriptions: HLR will order title commitments for the required parcels from Wheatland Title. These are included in the agreement as a direct cost. We will prepare statutory plans and legal descriptions for 3 parcels (all quadrants except for the northeast).

PHASE II

Task 1 – Permit Review: The following permits will be required during Phase II:

- CCDD Coordination (IEPA 663)
- Erosion Control (SWPPP and SWCD Submittal)
- US Corps of Engineers Mitigation agreement (If impacts are greater than 0.1 acre)
- DeKalb County Stormwater Permit

USACE Wetland Permitting including Agency Coordination

It appears that all delineated waterbodies or wetlands on site are under US Army Corps of Engineers (USACE) jurisdiction. Any impacts to jurisdictional wetlands or Waters of the US (WOUS) will require a permit from the USACE. HLR will complete and submit a Joint Application form and other necessary information to obtain a Nationwide Permit from the Rock Island District Corps of Engineers for this project. This task will include a pre-application call or meeting on-site with the USACE. The Joint Application may be simultaneously submitted to the following agencies as needed:

- US Army Corps of Engineers
- US Fish & Wildlife Service
- Illinois Department of Natural Resources (IDNR)
- Illinois Environmental Protection Agency (IEPA)
- Illinois Historic Preservation Agency (IHPA)

The Nationwide Permits issued by the USACE contain a conditional Section 401 Water Quality Certification built into the permit. If this project qualifies under the Nationwide Permit program, no separate Section 401 review will be required. For the purposes of this proposal, we will assume a Nationwide permit can be obtained for the project. A Regional Permit will take a minimum of two months to receive and that would be the best-case scenario.

CCDD

The CCDD coordination for the IEPA 663 permit will require an Environmental Database Review. This will be done during Phase I as part of the special waste review, but the report is only valid for 1 year and will need to be requested again during Phase II.

Task 2 – Preliminary and Pre-final Plan Preparation: HLR will prepare the preliminary and prefinal approach roadway design and plans, specifications, detour/staging plan, pavement marking and erosion control plan sets. The Preliminary submittal will consist of an electronic submittal of in-progress plans only. Specifications and estimates not required. Prefinal submittal will consist of 2 sets of 11x17 plans, specifications and estimates with electronic files. A plan-in-hand review meeting will be held two weeks prior to pre-final plan submittal.



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Traffic Management Plan

The preliminary design will determine if its best to close the bridge and detour traffic or stage construct the project. The Traffic Management Plan will be provided in the contract plans and coordinated with IDOT. Temporary access will be maintained to the existing roadway and entrances for either scenario.

Task 3 – Structure Plans: HLR will prepare the preliminary and prefinal plans and specifications for the subject improvements as per the preliminary bridge design and hydraulic report. The contract plans will be signed and certified by a Licensed Structural Engineer in Illinois.

A structural model and load rating using AASHTOWare software will be used to prepare the Structural Load Rating Summary (BBS 2942) for submittal to the IDOT Local Bridge Unit for approval.

Task 4 – Final Plan Submittal: HLR will coordinate project activities with the City of DeKalb and IDOT Project Manager on an ongoing basis via phone, email and personal meetings. HLR will submit prefinal contract plans and specifications for review to the City and then IDOT Local Roads. Plans will be in accordance with current guidelines for the Illinois Department of Transportation. Plans will be completed in a clear concise format so as to be approved by City of DeKalb and IDOT.

Preliminary, prefinal and final P,S&E submittals will consist of an electronic pdf sets and hard copies as requested. Quantity calculations will be forwarded for the City's records along with electronic files.

The emergency services and utility companies will be notified of the proposed construction limits and letting schedule by mail. Initial coordination will be completed in Phase I. HLR will coordinate with local property owners to keep them apprised of the anticipated construction start date by mail.

Task 5 – Land Acquisition: HLR will prepare appraisals, oversee the review appraisals and conduct negotiations for 3 parcels (northwest, southwest and southeast corners).

Project Administration & Management/Coordination/QC/QA: HLR will complete in-house management of manpower and coordinate the design and plan development. A kick-off meeting will be conducted with City staff and HLR staff to determine milestone schedule, submittal requirements and project scope. The work includes the time for project-related progress reports, invoicing and filing.

HLR will conduct independent QA/QC reviews to ensure that the final design and contract plans meet the approval of the City of DeKalb and the policy guidelines of IDOT. QA/QC will be completed by Amy McSwane for the Phase I documents and Steve Megginson for the PBDHR, BCR and final contract plans.



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Project Schedule

Notice To Proceed	April 1, 2020
Kickoff Meeting, Field Surveys, ESR	April, 2020
Bridge Condition Report, Prelim Bridge Design & Hydraulic Report	June, 2020
Coordinate With Regulatory Agencies	June - December, 2020
Submit Project Development Report for review	October, 2020
Develop project design and prefinal plans	January - June, 2021
Submit Final PDR for approval	March, 2021
Prefinal Plan Submittal	June, 2021
Submit Final Plans For Approval	October, 2021
Final CE and Local Agency Agreement to IDOT	September, 2021
ROW Certified	September, 2021
Construction Letting	January, 2022



**CITY OF DEKALB
PHASE I AND II ENGINEERING
NORTH FIRST STREET OVER SOUTH BRANCH OF KISHWAUKEE RIVER
DETAILED COST BREAKDOWN**

		Employee Classification																	
Task	Description	E6	E5	E4	E3	E2	E1	STR 2	STR 1	T2	T1	LA	SUR 2	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee
1. SURVEY AND LAND ACQUISITION SERVICES																			
	Research																	0	\$ -
	Obtain Property Title, sub plats, documents (direct costs)																\$ 2,400.00	0	\$ 2,400.00
	Control/Level Circuit										4		4					8	\$ 860.00
	Topographic/Route Survey										40		40					80	\$ 8,600.00
	Land/Boundary/Right-of-Way Survey										6		22					28	\$ 3,450.00
	Manhole Inspection																	0	\$ -
	Boundary/Right-of-Way Determination												44					44	\$ 5,940.00
	Drafting/Plat Preparation										32							32	\$ 2,560.00
	Legal Descriptions												6					6	\$ 810.00
	Review QC/QA												2					2	\$ 270.00
	Right of Way Staking																	0	\$ -
	Construction Staking																	0	\$ -
	Appraisal (3 parcels)											72						72	\$ 10,440.00
	Review Appraisal (3 parcels)											36						36	\$ 5,220.00
	Negotiations (3 parcels)											105						105	\$ 15,225.00
2. PHASE I DESIGN ENGINEERING SERVICES																			
	Data Collection (GIS, Utility Plans, Construction Plans, Field Visit)		4			8												12	\$ 1,580.00
	Prepare ESR and WIEs		4				12											16	\$ 1,800.00
	Section 4(f)	4					20											24	\$ 2,640.00
	Crash Analysis		2			8												10	\$ 1,250.00
	Traffic Analysis					2												2	\$ 230.00
	Prepare Intersection Design Study																	0	\$ -
	Prepare Geometric Study																		
	Alternatives Analysis		16			32												48	\$ 6,320.00
	Plan and Profile		4			8					12							24	\$ 2,900.00
	Typical Sections		4								4							8	\$ 1,100.00
	Cross Sections		8								12							20	\$ 2,640.00
	Right-of-Way Requirements		8			8												16	\$ 2,240.00
	Traffic Management Plan (including Detour Exhibit)		12			12					8							32	\$ 4,240.00
	Prepare Location Drainage Study																	0	\$ -
	Prepare Hydraulic Report / PBDHR			92	92						8					16		208	\$ 29,680.00
	Prepare Bridge Condition Report							12	24	20								56	\$ 8,440.00
	Geotechnical Investigation (Midwest Testing Services) - 2 structural borings	2															\$ 5,010.00	2	\$ 5,380.00
	Prepare Phase I Design Report																		



CITY OF DEKALB
PHASE I AND II ENGINEERING
NORTH FIRST STREET OVER SOUTH BRANCH OF KISHWAUKEE RIVER
DETAILED COST BREAKDOWN

		Employee Classification																		
Task	Description	E6	E5	E4	E3	E2	E1	STR 2	STR 1	T2	T1	LA	SUR 2	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee	
	Cost Estimate	6	24			24												54	\$ 7,830.00	
	Draft Report		20			48				40								108	\$ 13,220.00	
	Final Report based on comments		4			20												24	\$ 2,960.00	
3. DESIGN ENGINEERING SERVICES																				
	Prepare Plans																			
	Title Sheet		2			4												6	\$ 790.00	
	General Notes		2			6												8	\$ 1,020.00	
	Alignment, Ties, and Benchmarks		1			3				4								8	\$ 950.00	
	Summary of Quantities		2			12				2								16	\$ 1,930.00	
	Schedule of Quantities		2			26				2								30	\$ 3,540.00	
	Typical Sections		4			18				2								24	\$ 2,950.00	
	Removal Plan		2			4				6								12	\$ 1,450.00	
	Plan and Profiles		8			24				8								40	\$ 4,960.00	
	Grading Plan		2			6				8								16	\$ 1,900.00	
	Drainage and Utility Plan and Profile		2			20				2								24	\$ 2,850.00	
	Soil Erosion and Sediment Control Plan		2			14				8								24	\$ 2,820.00	
	Landscaping Plan		2			12				2								16	\$ 1,930.00	
	Modular Block Retaining Wall Details							10	36	24	24							94	\$ 12,320.00	
	ADA Sidewalk Grading Plan		4			6				2								12	\$ 1,570.00	
	Structural Plans							40	120	100	60							320	\$ 43,000.00	
	Pavement Marking and Signing Plan		2			6				8								16	\$ 1,900.00	
	Street Lighting Plan and Details																	0	\$ -	
	Traffic Signal Plan and Details																	0	\$ -	
	Cross Sections		2			14				8								24	\$ 2,820.00	
	Staged Cross Sections																	0	\$ -	
	Special Details		2			6												8	\$ 1,020.00	
	Standard Details		1			3												4	\$ 510.00	
	Prepare Specifications		20			20												40	\$ 5,600.00	
	Prepare Estimate of Cost		4			16												20	\$ 2,500.00	
	Utility Coordination		2			10												12	\$ 1,480.00	
	Estimate of Time		1			3												4	\$ 510.00	
	Final Plan Revisions (post IDOT Pre-final Submittal)		8			32												40	\$ 5,000.00	
4. PERMITTING																				
	Wetland Delineation									3				8	8			19	\$ 2,120.00	
	Wetland Report														22			22	\$ 2,090.00	
	Wetland Mitigation																	0	\$ -	
	Prepare USACE Permit													14	20			34	\$ 3,860.00	
	Coordination with IDNR (ECOCAT), Section 7 Memo, and/or IHPA																	0	\$ -	



**CITY OF DEKALB
PHASE I AND II ENGINEERING
NORTH FIRST STREET OVER SOUTH BRANCH OF KISHWAUKEE RIVER
DETAILED COST BREAKDOWN**

Task	Description	Employee Classification															Direct Costs	Hours	Fee
		E6	E5	E4	E3	E2	E1	STR 2	STR 1	T2	T1	LA	SUR 2	ENV 2	ENV 1	A1			
	Threatened and Endangered Species Survey																	0	\$ -
	Prepare Soil and Water Conservation District Submittal																	0	\$ -
	Tree Survey														4			4	\$ 560.00
	Prepare Floodway Permit			8		12												20	\$ 2,620.00
	Prepare Stormwater Pollution Prevention Plan (SWPPP)					8												8	\$ 920.00
	Prepare IEPA Notice of Intent			4														4	\$ 620.00
	Prepare IEPA Notice of Termination			4														4	\$ 620.00
	Prepare IEPA Watermain Construction Permit																	0	\$ -
	Prepare IEPA Sanitary Sewer Construction Permit																	0	\$ -
	Prepare IEPA Water Treatment or Wastewater Treatment Permits																	0	\$ -
	Prepare County Stormwater Permit			10		20												30	\$ 3,450.00
	Obtain Environmental Database Report (EDR)														1		\$ 530.00	1	\$ 625.00
	Prepare Clean Construction and Demolition Debris (CCDD) Form 662																	0	\$ -
	Prepare Clean Construction and Demolition Debris (CCDD) Form 663						35								10		\$ 6,300.00	45	\$ 11,025.00
	Obtain soil samples for testing (Midwest Testing Services)														2		\$ 3,950.00	2	\$ 4,140.00
	Prepare a Preliminary Environmental Site Analysis (PESA)						50				4				6			60	\$ 5,910.00
	Prepare a Preliminary Site Investigation (PSI)																	0	\$ -
5. CONSTRUCTION ENGINEERING																			
	Project Administration and QA/QC																	0	\$ -
	Pre-Construction Services																	0	\$ -
	Pre-Construction Meeting																	0	\$ -
	Kick-Off / Resident Meetings																	0	\$ -
	Construction Notification Letters																	0	\$ -
	Utility Coordination																	0	\$ -
	Project Setup and Quantity Review																	0	\$ -
	Construction Services																	0	\$ -
	Verify Construction Layout																	0	\$ -
	Construction Observation																	0	\$ -
	Erosion and Sediment Control Inspections																	0	\$ -
	Traffic Control / Site Cleanliness Monitoring																	0	\$ -
	Progress Meetings																	0	\$ -
	Stakeholder Coordination																	0	\$ -
	QA Material Testing																	0	\$ -
	Post-Construction Services																	0	\$ -
	As-Built Survey																	0	\$ -
	Punchlist and Final Inspection																	0	\$ -
	Final Agreement to Quantities																	0	\$ -
	As-Built Drawings																	0	\$ -



CITY OF DEKALB
PHASE I AND II ENGINEERING
NORTH FIRST STREET OVER SOUTH BRANCH OF KISHWAUKEE RIVER
DETAILED COST BREAKDOWN

		Employee Classification																		
Task	Description	E6	E5	E4	E3	E2	E1	STR 2	STR 1	T2	T1	LA	SUR 2	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee	
	Permit Closing and Job Box Submittal																	0	\$ -	
	Resident Project Representatives (RPR) Services																	0	\$ -	
6. COORDINATION AND CONSULTATION																				
	Prepare and Attend Kick-off Meeting	3						3										6	\$ 1,155.00	
	Prepare and Attend Coordination Meeting	4	8															12	\$ 2,060.00	
	Prepare property owner letters and exhibits (no Public Meeting or Hearing)																	0	\$ -	
	Prepare and attend property owner meetings																	0	\$ -	
	Prepare and attend status meetings (3 meetings)	9						9										18	\$ 3,465.00	
	Public Meeting																			
	Compile list of property owners within corridor					4												4	\$ 460.00	
	Prepare Notification Letters, Postcards, and Newspaper Advertisements					4											\$ 600.00	4	\$ 1,060.00	
	Prepare Exhibits		24							24							\$ 1,000.00	48	\$ 7,600.00	
	Prepare Audio/Visual Presentation																	0	\$ -	
	Attend Public Meeting	6	6	6				6										24	\$ 4,230.00	
	Prepare Summary of Public Meeting		4															4	\$ 660.00	
	Assemble and Prepare Response to Comments		8			24												32	\$ 4,080.00	
	Request for Information																	0	\$ -	
7. QUALITY ASSURANCE AND PROJECT ADMINISTRATION																				
	Quality Assurance and Quality Control	20						20										40	\$ 7,700.00	
	Project Administration	60																60	\$ 11,100.00	
Total		114	237	124	92	487	137	100	180	314	173	213	118	42	53	16	\$ 19,790.00	2400	\$337,675.00	

Phase I Total \$ 151,450.00
Phase II Total \$ 144,910.00
Land Acquisition Total \$ 41,315.00



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City of DeKalb
Lucinda Avenue Bridge over South Branch of Kishwaukee River
Phase I and II Engineering
Scope of Work

I. INTRODUCTION

The City of DeKalb intends to improve the bridge crossing along Lucinda Avenue / FAU 5336. The section includes a three span bridge that is in need of replacement or rehabilitation. SN 019-6002 is a two-lane concrete slab bridge over the South Branch of the Kishwaukee River. This bridge's concrete slab superstructure has deteriorated to poor condition and the deck geometry is rated as intolerable.

The purpose of the project is to improve the noted deficiencies in the bridge geometrics, hydraulics, structural condition and improve overall safety of the section. This project will provide a long term, low maintenance, economical project for the City. The project will develop the preliminary engineering, including environmental clearances, Preliminary Bridge Design and Hydraulic Report, Bridge Condition Report, and Project Development Report to complete the Phase I studies. The Phase II will complete the bridge design, permitting and contract plans that allows efficient construction, minimizes environmental impacts to the South Branch of the Kishwaukee River and makes the most efficient use of available funding.

II. SCOPE OF SERVICES

The project limits include the Lucinda Avenue Bridge over the South Branch of the Kishwaukee River and its immediate roadway approaches –. The street and sidewalk improvements will extend approximately 200 feet in each direction, possibly including intersections and entrances. The bridge replacement is anticipated to be a low-profile, three-span cast-in-place concrete slab bridge. This type of bridge will provide the maximum increase of hydraulic opening, while minimizing the profile grade raise. We anticipate the need for a larger hydraulic opening as there is no freeboard currently provided for the design year flood event, so raising the elevation of the bridge will be evaluated. Moving the DeKalb Nature Trail under the bridge will also be evaluated. The project design does not appear to impact wetlands or endangered species, but will probably require additional right-of-way or easements. The roadway section is on tangent horizontal and level vertical alignment.

PHASE I

Task 1 – Data Collection and Project Start-up. HLR will conduct a visual survey of the site through a site visit. Project photos documenting the existing conditions and possible environmental issues will be taken. HLR will review and analyze the project-related data and records provided by the City of DeKalb, including the crash data and utility plans. A design-level JULIE locate will be done to determine the utilities in the area; these utility companies will be contacted for more information.

Task 2 – Field Survey. HLR will conduct a topographic survey of the project limits including the bridge, its approaches, the South Branch of the Kishwaukee River stream banks and adjoining land. The wetland boundaries will also be surveyed from the wetland delineations.

The survey data will be in IL State Plane Coordinates East Zone NAD 83, and NAVD 88 vertical datum. We will establish accurate horizontal control points and benchmarks for use in construction.



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Hydraulic Survey:

The hydraulic survey will include stream cross sections as needed for analysis of the proposed bridge hydraulics and preparation of the Preliminary Bridge Design and Hydraulic Report, as required for review and approval by the IDOT Bureau of Bridges & Structures and the IDNR Office of Water Resources.

Right-of-way/Boundary Survey:

The right-of-way survey will include locating necessary property corners to establish boundaries for any areas needed for temporary access easements or permanent easements.

Plot Survey Data:

We will plot field data collected in this task in MicroStation CAD format and prepare base plan sheets for the design of the proposed bike trail and pedestrian bridge (if included in the design preferred alternate).

Task 3 – Environmental Surveys & Coordination. HLR will submit the Environmental Survey Request (ESR) to obtain the latest natural resource information from various regulatory agencies, both federal and state. This information will be critical for the permitting phase and will be requested through correspondence. An informational ECOCAT was completed and no endangered species were identified. A Section 7 consultation for federally listed threatened and endangered species as required by the USFWS will be completed by HLR, this is required for the USACE permit. The following studies will be completed.

Wetland Delineation and Report

HLR can perform a formal wetland delineation of the proposed project area. This is recommended to accelerate the preliminary engineering and design approval. IDOT BD&E will complete this work at the request of the City. However, these delineations and reports can add significant coordination time to the project schedule.

The wetland delineation will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands", Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit), and Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and boundary of the involved wetlands.

"Wetlands" are defined by the U.S. Army Corps of Engineers (USACE) for jurisdictional purposes as "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (33 CFR 323.3(c)).

HLR will conduct a map review of the project. The following maps and documents will be reviewed prior to conducting the field investigation:

- U.S. Geological Survey Topographic Maps
 - National Wetlands Inventory Maps
 - USDA Soil Survey
 - Hydric Soils of the United States
 - Regulatory Flood Map
-



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It appears from a cursory map review that the South Branch of the Kishwaukee River is the only waterbody or wetland located within the project limits.

The field investigation will be conducted by our environmental personnel who are experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeter (s) will be staked and surveyed. Waterbody/wetland boundary stake locations will be surveyed using a handheld Trimble R1 GNSS receiver.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined in accordance with the Corps of Engineers Wetlands Delineation Manual: Midwest Region. This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

A wetland delineation letter report will be prepared summarizing the findings of the fieldwork including mitigation recommendations and options. At this time, mitigation design will not be included in the scope of services. Included in the report will be the required wetland delineation data sheets that summarize the findings of the field investigation. The wetland delineations will be summarized in the Wetland Impact Evaluation Forms (WIE). These documents will be submitted to IDOT for review.

At this time, no on-site mitigation design is included in the scope of services. It is recommended that wetland banking be utilized if wetland mitigation is necessary. HLR will assist The City of DeKalb in finding a suitable wetland bank site if needed.

Tree Survey and Memorandum

The project does not appear to impact and trees greater than 6" in diameter. If needed, a Certified Arborist will review and complete a tree survey of all trees 6 inches and greater within the project limits. All trees will be tied with ribbons and numbered accordingly to be surveyed by others. We will identify all trees by type, diameter, health and structure. During the tree survey we will evaluate potential bat habitat. The finding of the tree survey will be summarized in a tree memorandum.

Special Waste Screening and Preliminary Environmental Site Assessment (PESA) Report

A Special Waste Assessment including Level I and Level II screenings will determine if there is reasonable evidence to predict the presence of contaminated soils within one quarter of a mile from the project site. This includes ordering the Environmental Database Review summary.

If the Level I and II screenings lead to a determination that further action is required, a PESA will be recommended. The PESA will be prepared using historical and geological information. The specific methods used to conduct the assessment are contained in 1) ASTM Standards E1527-13, 2) A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects (Erdmann et al., 2012), 3) Special Wastes Procedures for Local Highway Improvements (IDOT Local Roads Manual, July 22, 2004), and 4) "IDOT Bureau of Design and Environment Manual (BDE Manual), Section 27-3.03 (b), October 2015). The PESA will include a database search, review of historical records, an on-site evaluation, and review of other project conditions that may give us insight into the existing environmental conditions along the route.



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The final report will outline the presence of Recognized Environmental Conditions (REC) that will need to be addressed during excavation of material during the construction process. A Preliminary Site Investigation (PSI) of specific areas may need to be completed to determine the specific course of remediation during construction.

Section 106 Historic Bridge Review

Since the existing structure is over 50 years old, it will require review for historical significance by the Illinois Historic Preservation Agency. We do not anticipate this structure will be found to hold such significance. However, if it is a Section 106 report will be developed and submitted for review by the IHPA.

Task 4 – Geotechnical Analysis. Two structural borings as well as a boring near the stream bed will be completed by our subconsultant, Midwest Engineering to determine the stream material for the scour critical analysis. A detailed scope of work by Midwest is attached. Midwest anticipates the need to conduct the borings on the Lucinda Avenue pavement, which will require temporary lane closures and traffic control. HLR will use the borings to design the proposed bridge foundations, pavement design and retaining walls, if required.

Task 5 – Hydraulic & Drainage Design. HLR will use the previously developed regulatory model for the South Branch Kishwaukee River. FEMA will be contacted to verify that this is still the regulatory model. HLR will conduct a field review of the site to supplement and increase the detail of the hydraulic model. This will become the existing (baseline) conditions hydraulic model. This model will be used to evaluate the hydraulics of alternative proposed bridge replacement designs. HLR will also develop a preliminary plan for the localized drainage on the roadway approaches.

Compensatory storage and/or stormwater detention requirements will be developed, as needed based on the recommended bridge and roadway designs. These will adhere to the DeKalb County Stormwater Ordinance. There are numerous buildings (homes, businesses, school buildings, etc.) located in the designated floodway or floodplain in the project area. The project cannot result in an increase of potential flood damages due to increases in flood heights or velocities. Compensatory storage may be used to help meet this requirement. HLR will develop and prepare the project Hydraulic Report in the IDOT BLR format and will summarize the results in the IDOT Waterway Information Table, coordinating this effort with the City of DeKalb. The model will be used to evaluate the scour critical evaluation of the existing pier and abutment foundations. A Scour Critical Evaluation will be completed for the proposed structure, including recommended riprap countermeasures.

Task 6 – Preliminary Structural Design & Bridge Condition Report. HLR will investigate alternate superstructure configurations and make a recommendation that provides the most economical long-term bridge type. This will be based on the durability, aesthetics and compatibility to the site and stream conditions balanced with initial cost and future maintenance needs. There will be a full replacement and a superstructure-only alternate evaluated using (1) reinforced concrete slab superstructure and (2) steel or precast concrete I beams with a concrete deck.

A Bridge Condition Report will be developed for the structure, outlining the current conditions and recommendations for improvement. As the sufficiency rating for SN 019-6002 is below 50 (48.1) we will review an option for replacement of the superstructure only. Although not required for federal aid funding, this alternate scope would reduce the cost and time of construction. The hydraulic analysis will guide this recommendation, as the bridge is in need of additional hydraulic opening. The existing substructure appears to be suitable for use with a new superstructure. Scour countermeasures will be required to protect the pier piling from scour and stream degradation.



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The BCR will develop a preliminary design for the bridge, including the type, span and construction depth of the deck members.

HLR will coordinate these analyses with the City of DeKalb and develop a recommendation that best meets the aforementioned needs. Type, Size and Location (TS&L) plan sheets will be prepared for the recommended bridge design for inclusion in the Project Development Report (PDR).

Task 7 – Preliminary Design Studies. HLR will prepare the preliminary design of the geometry, profile and cross sections of the Lucinda Avenue approaches to the bridge. Because the bridge is hydraulically inadequate according to the FEMA model, we will evaluate the possibility of raising the elevation of the bridge and the approach pavement to provide a larger waterway opening. Since there are no reports of flooding and given the close proximity of the Woodley Road intersection and the neighboring buildings, we will work to improve the bridge opening without a significant grade raise to the roadway elevation. The design will be shown on plan and profile sheet exhibits in the PDR. HLR will prepare a maintenance-of-traffic plan, including an option for a detour plan for the closure of the bridge during construction. The sidewalks and parapets will be evaluated for pedestrian safety. An engineer's opinion of probable cost for construction of the recommended improvement will be completed. A preliminary estimate of cost will be prepared for each improvement alternate to be considered in the development of the preferred alternate. Possible proposed detour routes will be coordinated with the appropriate local agencies.

Task 8 – Project Development Report. HLR will prepare a Project Development Report (PDR) presenting the project's engineering and environmental analyses, design considerations and recommendations. The PDR will be prepared in the current IDOT BLR format and will include an estimate of cost for the recommended improvement, along with exhibits and documentation required to obtain design approval by IDOT.

Task 9 – Public Involvement. The public meeting for this project will be held in conjunction with the North First Avenue bridge project. HLR will prepare project exhibits and attend a public information meeting to provide details about the proposed improvement to area residents and businesses. Invitations (post cards) will be provided inviting the public to the meeting, and advertising in the local newspaper are included in the Public Involvement Section of that project. We will provide exhibits during the meeting. Exhibits will include the following:

- Aerial strip maps
- Project location maps
- Crash exhibits (if needed)
- Bike and pedestrian exhibits
- Existing and proposed cross section exhibits
- Right-of-way acquisition

Comments from the meeting will be compiled and a summary written and distributed to all participants. Either a newsletter or response letters will be prepared summarizing the comments received at the meeting. (Included in the North First Street scope).

Task 10 – Meetings. HLR will prepare for, attend and write meeting minutes for a project kick-off meeting with City staff that will cover project schedule and submittal milestones. We will coordinate project activities with the City on an ongoing basis via phone, email and personal meetings. Following an initial kick-off meeting with City staff, HLR will meet to review and discuss analysis of bridge alternates, to review plans for the preferred alternate, and to review the PDR and plan package before submittal to IDOT. HLR also anticipates an FHWA coordination meeting at IDOT and a meeting with Northern Illinois University.

Task 11 – Land Acquisition – Preparation of Plats/Legal Descriptions. HLR will order title commitments for the required parcels from Wheatland Title. These are included in the agreement as a direct cost. We will prepare statutory plans and legal descriptions for 3 parcels (all quadrants – the southern side of the bridge is one parcel).



PHASE II

Task 1 – Permit Review. The following permits will be required during Phase II:

- CCDD Coordination (IEPA 663)
- Erosion Control (SWPPP and SWCD Submittal)
- US Corps of Engineers Mitigation agreement
- DeKalb County Stormwater Permit

USACE Wetland Permitting including Agency Coordination

It appears that all delineated waterbodies or wetlands on site are under US Army Corps of Engineers (USACE) jurisdiction. Any impacts to jurisdictional wetlands or Waters of the US (WOUS) will require a permit from the USACE. HLR will complete and submit a Joint Application form and other necessary information to obtain a Nationwide Permit from the Rock Island District Corps of Engineers for this project. This task will include a pre-application call or meeting on-site with the USACE. The Joint Application may be simultaneously submitted to the following agencies as needed:

- US Army Corps of Engineers
- US Fish & Wildlife Service
- Illinois Department of Natural Resources (IDNR)
- Illinois Environmental Protection Agency (IEPA)
- Illinois Historic Preservation Agency (IHPA)

The Nationwide Permits issued by the USACE contain a conditional Section 401 Water Quality Certification built into the permit. If this project qualifies under the Regional Permit program, no separate Section 401 review will be required. For the purposes of this proposal, we will assume Regional permit can be obtained for the project. A Regional Permit will take a minimum of two months to receive and that would be the best-case scenario.

CCDD

The CCDD coordination for the IEPA 663 permit will require an Environmental Database Review. This will be done during Phase I as part of the special waste review, but the report is only valid for 1 year and will need to be requested again during Phase II.

Task 2 – Preliminary and Pre-final Plan Preparation

HLR will prepare the preliminary and prefinal approach roadway design and plans, specifications, detour/staging plan, pavement marking and erosion control plan sets. The Preliminary submittal will consist of an electronic submittal of in-progress plans only. Specifications and estimates not required. Prefinal submittal will consist of 2 sets of 11x17 plans, specifications and estimates with electronic files. A plan-in-hand review meeting will be held two weeks prior to pre-final plan submittal.

Traffic Management Plan

The preliminary design will determine if its best to close the bridge and provide a detour or stage construct the project. The Traffic Management Plan will be provided in the contract plans and coordinated with IDOT. Temporary access will be maintained to the existing roadway and entrances for either scenario.



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltreengineering.com

Task 3 – Structure Plans. HLR will prepare the preliminary and prefinal plans and specifications for the subject improvement as per the preliminary bridge design and hydraulic report. The contract plans will be signed and certified by a Licensed Structural Engineer in Illinois.

A structural model and load rating using AASHTOWare software will be used to prepare the Structural Load Rating Summary (BBS 2942) for submittal to the IDOT Local Bridge Unit for approval.

Task 4 – Final Plan Submittal. HLR will coordinate project activities with the City of DeKalb and IDOT Project Manager on an ongoing basis via phone, email and personal meetings. HLR will submit prefinal contract plans and specifications for review to the City and then IDOT Local Roads. Plans will be in accordance with current guidelines for the Illinois Department of Transportation. Plans will be completed in a clear concise format so as to be approved by City of DeKalb and IDOT.

Preliminary, prefinal and final P,S&E submittals will consist of an electronic pdf sets and hard copies as requested. Quantity calculations will be forwarded for the City's records along with electronic files.

The emergency services and utility companies will be notified of the proposed construction limits and letting schedule by mail. Initial coordination has been completed in Phase I. HLR will coordinate with local property owners to keep them apprised of the anticipated construction start date by mail.

Task 5 – Land Acquisition. HLR will prepare appraisals, oversee the review appraisals and conduct negotiations for 3 parcels (northwest and northeast corners and southern parcel).

Project Administration & Management/Coordination/QC/QA

HLR will complete in-house management of manpower and coordinate the design and plan development. A kick-off meeting will be conducted with City staff and HLR staff to determine milestone schedule, submittal requirements and project scope. The work includes the time for project-related progress reports, invoicing and filing.

HLR will conduct independent QA/QC reviews to ensure that the final design and contract plans meet the approval of the City of DeKalb and the policy guidelines of IDOT. QA/QC will be completed by Amy McSwane for the Phase I documents and Steve Megginson for the final contract plans.

Project Schedule

Notice To Proceed	April 1, 2020
Kickoff Meeting, Field Surveys, ESR	April, 2020
Bridge Condition Report, Prelim Bridge Design & Hydraulic Report	June, 2020
Coordinate With Regulatory Agencies	June - December, 2020
Submit Project Development Report for review	October, 2020
Develop project design and prefinal plans	January - June, 2021
Submit Final PDR for approval	March, 2021
Prefinal Plan Submittal	June, 2021
Submit Final Plans For Approval	October, 2021
Final CE and Local Agency Agreement to IDOT	September, 2021
ROW Certified	September, 2021
Construction Letting	January, 2022



**CITY OF DEKALB
PHASE I AND II ENGINEERING
LUCINDA AVENUE OVER SOUTH BRANCH OF KISHWAUKEE RIVER
DETAILED COST BREAKDOWN**

		Employee Classification																	
Task	Description	E6	E5	E4	E3	E2	E1	STR 2	STR 1	T2	T1	LA	SUR 2	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee
1. SURVEY AND LAND ACQUISITION SERVICES																			
	Research																	0	\$ -
	Obtain Property Title, sub plats, documents (direct costs)																\$ 2,400.00	0	\$ 2,400.00
	Control/Level Circuit										3		3					6	\$ 645.00
	Topographic/Route Survey										36		36					72	\$ 7,740.00
	Land/Boundary/Right-of-Way Survey										6		22					28	\$ 3,450.00
	Manhole Inspection																	0	\$ -
	Boundary/Right-of-Way Determination												44					44	\$ 5,940.00
	Drafting/Plat Preparation										32							32	\$ 2,560.00
	Legal Descriptions												6					6	\$ 810.00
	Review QC/QA												2					2	\$ 270.00
	Right-of-Way Staking																	0	\$ -
	Construction Staking																	0	\$ -
	Appraisal (3 parcels)											72						72	\$ 10,440.00
	Review Appraisal (3 parcels)											36						36	\$ 5,220.00
	Negotiations (3 parcels)											105						105	\$ 15,225.00
2. PHASE I DESIGN ENGINEERING SERVICES																			
	Data Collection (GIS, Utility Plans, Construction Plans, Field Visit)		3			6												9	\$ 1,185.00
	Prepare ESR and WIEs		4				12											16	\$ 1,800.00
	Section 4(f)																	0	\$ -
	Crash Analysis		2			8												10	\$ 1,250.00
	Traffic Analysis					2												2	\$ 230.00
	Prepare Intersection Design Study																	0	\$ -
	Prepare Geometric Study																		
	Alternatives Analysis		12			24												36	\$ 4,740.00
	Plan and Profile		4			8				12								24	\$ 2,900.00
	Typical Sections		4							4								8	\$ 1,100.00
	Cross Sections		8							12								20	\$ 2,640.00
	Right-of-Way Requirements		8			8												16	\$ 2,240.00
	Traffic Management Plan (including Detour Exhibit)		12			12				8								32	\$ 4,240.00
	Prepare Location Drainage Study																	0	\$ -
	Prepare Hydraulic Report / PBDHR			59	59					8						14		140	\$ 19,630.00
	Prepare Bridge Condition Report							12	24	20								56	\$ 8,440.00
	Geotechnical Investigation (Midwest Testing Services) - 2 structural borings	1															\$ 5,010.00	1	\$ 5,195.00
	Prepare Phase I Design Report																		



CITY OF DEKALB
PHASE I AND II ENGINEERING
LUCINDA AVENUE OVER SOUTH BRANCH OF KISHWAUKEE RIVER
DETAILED COST BREAKDOWN

		Employee Classification																		
Task	Description	E6	E5	E4	E3	E2	E1	STR 2	STR 1	T2	T1	LA	SUR 2	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee	
	Cost Estimate	6	24			24												54	\$ 7,830.00	
	Draft Report		20			48				40								108	\$ 13,220.00	
	Final Report based on comments		4			20												24	\$ 2,960.00	
3. DESIGN ENGINEERING SERVICES																				
	Prepare Plans																			
	Title Sheet		1			2												3	\$ 395.00	
	General Notes		1			3												4	\$ 510.00	
	Alignment, Ties, and Benchmarks		1			3				4								8	\$ 950.00	
	Summary of Quantities		2			8				2								12	\$ 1,470.00	
	Schedule of Quantities		2			20				2								24	\$ 2,850.00	
	Typical Sections		4			14				2								20	\$ 2,490.00	
	Removal Plan		2			4				6								12	\$ 1,450.00	
	Plan and Profiles		8			24				8								40	\$ 4,960.00	
	Grading Plan		2			6				8								16	\$ 1,900.00	
	Drainage and Utility Plan and Profile		2			20				2								24	\$ 2,850.00	
	Soil Erosion and Sediment Control Plan		2			12				8								22	\$ 2,590.00	
	Landscaping Plan		2			12				2								16	\$ 1,930.00	
	Modular Block Retaining Wall Details							8	32	22	22							84	\$ 10,900.00	
	ADA Sidewalk Grading Plan		4			6				2								12	\$ 1,570.00	
	Structural Plans							36	112	96	54							298	\$ 40,000.00	
	Pavement Marking and Signing Plan		2			6				8								16	\$ 1,900.00	
	Street Lighting Plan and Details																	0	\$ -	
	Traffic Signal Plan and Details																	0	\$ -	
	Cross Sections		2			14				8								24	\$ 2,820.00	
	Staged Cross Sections																	0	\$ -	
	Special Details		2			6												8	\$ 1,020.00	
	Standard Details		1			3												4	\$ 510.00	
	Prepare Specifications		20			20												40	\$ 5,600.00	
	Prepare Estimate of Cost		4			16												20	\$ 2,500.00	
	Utility Coordination		2			10												12	\$ 1,480.00	
	Estimate of Time		1			3												4	\$ 510.00	
	Final Plan Revisions (post IDOT Pre-final Submittal)		8			32												40	\$ 5,000.00	
4. PERMITTING																				
	Wetland Delineation									3				4	8			15	\$ 1,560.00	
	Wetland Report														18			18	\$ 1,710.00	
	Wetland Mitigation																	0	\$ -	
	Prepare USACE Permit													14	20			34	\$ 3,860.00	
	Coordination with IDNR (ECOCAT), Section 7 Memo, and/or IHPA																	0	\$ -	



CITY OF DEKALB
PHASE I AND II ENGINEERING
LUCINDA AVENUE OVER SOUTH BRANCH OF KISHWAUKEE RIVER
DETAILED COST BREAKDOWN

		Employee Classification																	
Task	Description	E6	E5	E4	E3	E2	E1	STR 2	STR 1	T2	T1	LA	SUR 2	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee
	Threatened and Endangered Species Survey																	0	\$ -
	Prepare Soil and Water Conservation District Submittal																	0	\$ -
	Tree Survey													4				4	\$ 560.00
	Prepare Floodway Permit			8		12												20	\$ 2,620.00
	Prepare Stormwater Pollution Prevention Plan (SWPPP)					6												6	\$ 690.00
	Prepare IEPA Notice of Intent			4														4	\$ 620.00
	Prepare IEPA Notice of Termination			4														4	\$ 620.00
	Prepare IEPA Watermain Construction Permit																	0	\$ -
	Prepare IEPA Sanitary Sewer Construction Permit																	0	\$ -
	Prepare IEPA Water Treatment or Wastewater Treatment Permits																	0	\$ -
	Prepare County Stormwater Permit			8			16											24	\$ 2,760.00
	Obtain Environmental Database Report (EDR)														1		\$ 530.00	1	\$ 625.00
	Prepare Clean Construction and Demolition Debris (CCDD) Form 662																	0	\$ -
	Prepare Clean Construction and Demolition Debris (CCDD) Form 663						35							10			\$ 3,600.00	45	\$ 8,325.00
	Obtain soil samples for testing (Midwest Testing Services)														2		\$ 2,750.00	2	\$ 2,940.00
	Prepare a Preliminary Environmental Site Analysis (PESA)						40				4			6				50	\$ 4,960.00
	Prepare a Preliminary Site Investigation (PSI)																	0	\$ -
5. CONSTRUCTION ENGINEERING																			
	Project Administration and QA/QC																	0	\$ -
	Pre-Construction Services																	0	\$ -
	Pre-Construction Meeting																	0	\$ -
	Kick-Off / Resident Meetings																	0	\$ -
	Construction Notification Letters																	0	\$ -
	Utility Coordination																	0	\$ -
	Project Setup and Quantity Review																	0	\$ -
	Construction Services																	0	\$ -
	Verify Construction Layout																	0	\$ -
	Construction Observation																	0	\$ -
	Erosion and Sediment Control Inspections																	0	\$ -
	Traffic Control / Site Cleanliness Monitoring																	0	\$ -
	Progress Meetings																	0	\$ -
	Stakeholder Coordination																	0	\$ -
	QA Material Testing																	0	\$ -
	Post-Construction Services																	0	\$ -
	As-Built Survey																	0	\$ -
	Punchlist and Final Inspection																	0	\$ -
	Final Agreement to Quantities																	0	\$ -
	As-Built Drawings																	0	\$ -



**CITY OF DEKALB
PHASE I AND II ENGINEERING
LUCINDA AVENUE OVER SOUTH BRANCH OF KISHWAUKEE RIVER
DETAILED COST BREAKDOWN**

Task	Description	Employee Classification															Direct Costs	Hours	Fee
		E6	E5	E4	E3	E2	E1	STR 2	STR 1	T2	T1	LA	SUR 2	ENV 2	ENV 1	A1			
	Permit Closing and Job Box Submittal																	0	\$ -
	Resident Project Representatives (RPR) Services																	0	\$ -
6. COORDINATION AND CONSULTATION																			
	Prepare and Attend Kick-off Meeting	1						1										2	\$ 385.00
	Prepare and Attend Coordination Meeting	2	4															6	\$ 1,030.00
	Prepare property owner letters and exhibits (no Public Meeting or Hearing)																	0	\$ -
	Prepare and attend property owner meetings																	0	\$ -
	Prepare and attend status meetings (3 meetings)	4						5										9	\$ 1,740.00
	Public Meeting																		
	Compile list of property owners within corridor																	0	\$ -
	Prepare Notification Letters, Postcards, and Newspaper Advertisements				2													2	\$ 290.00
	Prepare Exhibits		20							20							\$ 1,000.00	40	\$ 6,500.00
	Prepare Audio/Visual Presentation																	0	\$ -
	Attend Public Meeting																	0	\$ -
	Prepare Summary of Public Meeting																	0	\$ -
	Assemble and Prepare Response to Comments																	0	\$ -
	Request for Information																	0	\$ -
7. QUALITY ASSURANCE AND PROJECT ADMINISTRATION																			
	Quality Assurance and Quality Control	20						20										40	\$ 7,700.00
	Project Administration	50																50	\$ 9,250.00
Total		84	204	83	61	422	103	82	168	304	160	213	113	38	49	14	\$ 15,290.00	2098	\$291,200.00

Phase I Total **\$ 119,035.00**
Phase II Total **\$ 130,850.00**
Land Acquisition Total **\$ 41,315.00**

Exhibit B:

Fee Schedule



Exhibit B – Fee Schedule

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2020 Rates
PRINCIPAL	\$ 220.00
ENGINEER 6	\$ 185.00
ENGINEER 5	\$ 165.00
ENGINEER 4	\$ 155.00
ENGINEER 3	\$ 145.00
ENGINEER 2	\$ 115.00
ENGINEER 1	\$ 95.00
STRUCTURAL 2	\$ 200.00
STRUCTURAL 1	\$ 160.00
TECHNICIAN 3	\$ 130.00
TECHNICIAN 2	\$ 110.00
TECHNICIAN 1	\$ 80.00
INTERN/TEMPORARY	\$ 50.00
LAND ACQUISITION	\$ 145.00
SURVEY 2	\$ 135.00
SURVEY 1	\$ 110.00
ENVIRONMENTAL 2	\$ 140.00
ENVIRONMENTAL 1	\$ 95.00
ADMINISTRATION 2	\$ 130.00
ADMINISTRATION 1	\$ 75.00

These rates will remain in effect through December 31, 2020. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2021.

Exhibit C:

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. Any insurance maintained by the City shall be excess to such coverage provided by Contractor. 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. Additional insured status shall be demonstrated with coverage equal to or greater than the ISO CG 20 10 form endorsement and shall provide coverage for bodily injury, property damage or other claims or damages caused in whole or in part by the acts or omissions of the Contractor and/or the City (as defined herein). Coverage shall be applicable both to ongoing and completed operations. The requirements applicable herein shall apply to the Contractor's underlying insurance policy (i.e. the certificate of insurance shall evidence coverage compliant with these terms on the Contractor's insurance policy, and the City shall be named as additional primary insured on such policy).

3. Comprehensive General Liability Coverage Requirements.

Unless this Section 3 of Exhibit B 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 (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

4. Automobile Insurance Coverage:

Unless this Section 4 of Exhibit B 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 (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:

Unless one or more subsections of this Section 5 of Exhibit B is clearly marked out as being in applicable:



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 (\$1,000,000.00) 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 (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

6. Indemnification.

The policy limits, availability or inavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's 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.

7. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:





CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2707629

DATE (MM/DD/YYYY)
04/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 have ADDITIONAL INSURED provisions or 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 Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610		CONTACT NAME: Lockton Affinity	
		PHONE (A/C, NO Ext): 877-320-9393	FAX (A/C, No): 913-652-7599
		E-MAIL ADDRESS: EFM@locktonaffinity.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Old Republic Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	Claims Made Occur						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY PROJEC LOC						
	OTHER						
A	AUTOMOBILE LIABILITY	X	X	L122921-19	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	OWNED AUTOS SCHEDULED AUTOS						
	HIRED AUTOS ONLY NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$ \$
	D RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1P60
Policy provides protection for any and all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional insured where required by written contract. Waiver of Subrogation included by written contract. Insurance is primary and non-contributory. 30 day notice of cancellation is required.

CERTIFICATE HOLDER	CANCELLATION
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City of DeKalb 200 South Fourth Street DeKalb, IL 60115	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
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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
04/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 have ADDITIONAL INSURED provisions or 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 Willis Towers Watson Midwest, Inc. fka Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL: certificates@willis.com ADDRESS:		FAX (A/C, No): 1-888-467-2378
INSURED Hampton Lenzini & Renwick Inc. 380 Shepard Dr Elgin, IL 60123		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Transportation Insurance Company		20494
		INSURER B: Continental Insurance Company		35289
		INSURER C: Continental Casualty Company		20443
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W16297377

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS		
LTR		INSD	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6056712748	12/09/2019	12/09/2020	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 15,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6056712703	12/09/2019	12/09/2020	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6056712717	12/09/2019	12/09/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				Y	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			AEH591882325	12/09/2019	12/09/2020	Per Claim	\$1,000,000	
							Aggregate	\$1,000,000	


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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 are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

City of DeKalb 200 South Fourth Street DeKalb, IL 60115	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 
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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Illinois, Inc.		NAMED INSURED Hampton Lenzini & Renwick Inc. 380 Shepard Dr Elgin, IL 60123
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Waiver of Subrogation applies in favor of 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 with respects to General Liability and Workers Compensation, as permitted by law.



Professional Liability and Pollution Incident Liability Insurance
Policy Endorsement

NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS
WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

- (1) sixty (60) days' notice; or
- (2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees and volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.



D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
 - i. find a permanent replacement for the **key employee**; and
 - ii. reduce or discontinue the **key employee** replacement expense;as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

B. With respect to the **Coverage B - Umbrella Liability**:

1. If the **Named Insured** is designated in the Declarations of this Policy as:

- a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
- b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.



- c. a limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** members are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business. The **Named Insured's** managers are **Insureds**, but only with respect to their duties as the **Named Insured's** managers.
 - d. an organization other than a partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** executive officers and directors are **Insureds**, but only with respect to their duties as the **Named Insured's** officers or directors. The **Named Insured's** stockholders are also **Insureds**, but only with respect to their liability as stockholders.
 - e. a trust, the **Named Insured** is an **Insured**. The **Named Insured's** trustees are also **Insureds**, but only with respect to their duties as trustees.
2. Each of the following are also **Insureds**:
- a. The **Named Insured's** volunteer workers but only while performing duties related to the conduct of the **Named Insured's** business.
 - b. The **Named Insured's** employees, other than either the **Named Insured's** executive officers (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** managers (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

However, none of these **employees** or **volunteer workers** are **Insureds** for:

- i. **bodily injury or personal and advertising injury**:
 - (a) to the **Named Insured**, to the **Named Insured's** partners or members (if the **Named Insured** is a partnership or joint venture), to the **Named Insured's** members (if the **Named Insured** is a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of the **Named Insured's** business, or to the **Named Insured's** other **volunteer workers** while performing duties related to the conduct of the **Named Insured's** business;
 - (b) to the **spouse**, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of paragraph (i)(a) above;
 - (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph i. (a) or (b) above; or
 - (d) arising out of his or her providing or failing to provide professional health care services.
- ii. **property damage** to property:
 - (a) owned, occupied or used by;
 - (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;the **Named Insured**, any of the **Named Insured's** employees, volunteer workers, any partner or member (if the **Named Insured** is a partnership or joint venture), or any member (if the **Named Insured** is a limited liability company).

- C. With respect to the **Coverage C - Crisis Event Management** and the **Coverage D - Key Employee**, the **Named Insured** is the **Insured**.

V. LIMITS OF INSURANCE

A. Multiple Insureds, claims, claimants

The limits of insurance shown in the Declarations of this Policy and the rules below fix the most the



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest



Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

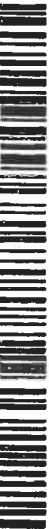
Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Policy Page: 37 of 58

Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604





Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois 61350-1628

h2020-033

January 14, 2021

Ms. Ruth A. Scott, Executive Assistant
City of DeKalb
164 E Lincoln Highway
DeKalb, IL 60115

ISBP / REBUILD Illinois Bond Funds
City of DeKalb
Section No. 18-00193-00-BR

Dear Ms. Scott:

The agreement dated April 29, 2020 between the City of DeKalb and Hampton, Lenzini, and Renwick Inc. for engineering services to be performed in connection with this section was approved by the department on January 14, 2021.

The costs for engineering services are permitted for REBUILD Illinois Bond funds and will be authorized upon receipt of a Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 09150).

The city's file copy of the agreement is attached.

If you have any questions, please contact Steve Chery at (815) 434-8426.

Sincerely,

Masood Ahmad, P.E.
Region Two Engineer

A handwritten signature in blue ink, appearing to read 'Steve Chery', with a horizontal line extending from the end.

By: Steve Chery, MSCE, P.E.
Local Roads and Streets Engineer

Enclosure

cc: Zac Gill, P.E., City Engineer
Hampton, Lenzini, and Renwick, Inc. – Randal G. Newkirk, P.E.

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☒ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
 - (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
 - (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 - (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 - (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees, - Compensation based on attached agreement -

1. ~~To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~

- a. ☐ ~~A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~
- b. ☐ ~~A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

~~Schedule for Percentages Based on Awarded Contract Cost~~

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

~~Note: Not necessarily a percentage. Could use per diem, cost plus or lump sum.~~

2. ~~To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined as material cost plus payroll, insurance, social security and retirement deductions. Traveling and other out of pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

~~"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
- a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
 - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~
- ~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 of THE LA AGREES. hours expended at hourly rates.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of ~~actual cost plus~~ Hours expended at hourly rates percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

- See agreement -

- 1. ~~That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.~~
- 2. ~~This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.~~
- 3. ~~That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:



ATTEST:

By

(Seal)

Clerk
Exec.
Asst.

City of DeKalb

(Municipality/Township/County)

of the

State of Illinois, acting by and through its

By

Bill Nicklas

Title

City Manager

Executed by the ENGINEER:

Hampton, Leuzini and Renwick, Inc.

380 Shepard Dr.

ATTEST:

By

NICHOLAS M. PERKINS

Title

ASSOCIATE

By

Randal G. Newkirk

Title

Corp. Secretary

Approved

11/4/2021

Date

Department of Transportation

[Signature]

Regional Engineer