

**RESOLUTION 2020-035**

**DISAPPROVED: APRIL 27, 2020**

**AUTHORIZING AN ADDENDUM FOR ENGINEERING SERVICES WITH FEHR GRAHAM & ASSOCIATES, LLC FOR THE 2020 GENERAL STREET MAINTENANCE PROGRAM AS PART OF THE 2019 THREE-YEAR SERVICES AGREEMENT, WITH A FEE FOR FY2020 NOT TO EXCEED \$210,000.**

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

**SECTION 1.** That the Mayor of the City of DeKalb be authorized and directed to execute an Engineering Services Agreement with Fehr Graham for engineering services for the 2020 Street Maintenance Program substantially in the format attached hereto as Exhibit A, subject to such revisions as shall be acceptable to him with the recommendation of the City Manager. Such services shall be provided at a fee not to exceed \$210,000.00 for Fiscal Year 2020. The City Council reserves the right to determine the scope of future years' street maintenance programs, and to approve a fee for engineering services related thereto, which items shall be presented to Council each year. The total expenditure shall be limited by the budgeted sums available for such purposes.

**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.

**DISAPPROVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 27<sup>th</sup> of April 2020 on the same day by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

March 6, 2020

Mr. Bryan Faivre  
Asst. Public Works Director  
City of DeKalb  
1216 Market Street  
DeKalb, IL 60115

Re: **Proposal for Professional Engineering Services  
City of DeKalb 2020 Streets Program**

Dear Mr. Faivre,

Thank you for considering Fehr Graham for your professional engineering needs. Understanding your recommendation for the City to accept the low base bid and alternate one from the 2020 Streets project, we are pleased to present you with a proposal for construction engineering services:

**Construction Engineering (2020 Streets)** shall include:

- Furnishing the engineering field observation of the work and the contractor's operations for compliance with the specifications as construction proceeds;
- Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit the verification of the nature and cost of changes in plans and authorized extra work;
- Preparation and submission of partial and final payment estimates, change orders, records, and other reports/correspondence as requested by the City of DeKalb

**Materials Testing (2020 Streets)** shall include:

- Pavement coring for design plans
- HMA Density Testing for new roadway surface
- Concrete Air, Slump, and Compression Tests for new ADA ramp installations

As per your request and included in this proposal, Fehr Graham is pleased to provide you with Preliminary Engineering services for the 2021 streets program. Work would begin on this later this year to develop plans and bid documents for next year's program.

**Preliminary Engineering (2021 Streets)** shall include:

- Preparation of complete general and detailed special provisions, proposals, and estimates of cost;
- Assist the City in the solicitation, receipt and evaluation of construction bids and the awarding of the construction contract.
- Pavement coring at various locations for the purpose of design

**Exclusions**

The following items are not included in the scope of services proposed here:

- Deep Soil Borings
- Boundary/ROW/Topographic Surveys
- Traffic Studies

- Environmental Assessments & Studies
- Archeologic Surveys
- Design of roadway widening improvements (i.e. improvements beyond General Maintenance activities)
- NPDES erosion control inspections

**Schedule**

All work is expected to be completed within your current budget year, with work concluding prior to December 31, 2020.

**Fees**

Based upon the information available at this time, we are prepared to complete the scope of work on a time and materials basis as detailed above in accordance with the following schedule of fees:

<i>Construction Engineering (2020 Streets)</i>	<i>\$123,500</i>
<i>Materials Testing (2020 Streets)</i>	<i>\$ 30,000</i>
<i>Preliminary Engineering (2021 Streets)</i>	<i>\$ 43,750</i>
<i>Total</i>	<i>\$197,250</i>

***(NOT TO EXCEED \$210,000 without written approval from the City)***

The construction engineering fee is estimated considering construction activities commencing for 80 working days. Additional days worked by the contractor requiring our services beyond 80 days may result in additional fees (approximately \$1,200 per day for full time, construction observation services). Subconsultant invoices (i.e. TSC, Materials Testing) will be marked up 15% for administrative and management costs. Services rendered will be invoiced on a monthly basis until completion of the project.

**Authorization**

I trust that the information we have provided is in line with your expectations. If you would like for us to proceed with this project, please execute the attached Agreement for Professional Services and return a copy to my attention.

Respectfully submitted,

  
Jason T. Stoll, PE  
Principal/Branch Manager

cc: Mr. Zachary Gill, City Engineer

Enc: Manhour Project Worksheet  
Estimate of Time (BDE 220A)  
Fehr Graham Schedule of Rates, 2020

JTS:emm

N:\Proposals\2018\Jason Stoll\DeKalb, City of\2018 Streets\JTS-DeKalb-Streets2018-2017-02-06.docx



## AGREEMENT FOR PROFESSIONAL SERVICES

Client     Mr. Bryan Faivre  
              Asst. Public Works Director  
              City of DeKalb  
              1216 Market Street  
              DeKalb, IL 60115

815.748.2000

### Description of Services:

#### DeKalb, City of - 2020 Streets Program

Fehr Graham will provide professional engineering needs as they relate to the 2020 Streets projects as detailed in our proposal dated March 6, 2020.

**COST:** The time and material fees for performing the above services is \$197,250 as follows:

Construction Engineering (2020 Streets)	\$123,500
Materials Testing (2020 Streets)	\$ 30,000
Preliminary Engineering (2021 Streets)	\$ 43,750

The attached General Conditions are incorporated into and made a part of this Agreement.

### ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.

CLIENT:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Accepted \_\_\_\_\_

CONSULTANT:

By \_\_\_\_\_

Name Jason T. Stoll, PE

Title Principal/Branch Manager

Date Proposed March 6, 2020

## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care - Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance - Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability - Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk - Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable - The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue - Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.



City of DeKalb

2020 Streets Program (Base Bid, XX Working Days)

TASK	Principal in Charge	Project Engineer	Resident Engineer	Engineering Technician	CAD Technician	Project Coordinator	Project Assistant	Direct Expense (DE)	TOTAL TASK COST
<b>Construction Engineering (2020 Streets)</b>									
Pre-Construction Meeting	4		4	4					\$ 1,436.00
Full-Time Construction Observation (60 Working Days)	6	50	600	300					\$ 85,700.00
Daily Reports & Quantities			150						\$ 14,850.00
Pay Estimates			10			80			\$ 9,150.00
Punchlist & Closeout Documents			100						\$ 9,900.00
Record Drawings, Final Close Out Documents	2		40	10	25				\$ 7,160.00
Project Administration & Coordination	25								\$ 5,000.00
Materials Testing								\$ 20,000.00	\$ 20,000.00
<b>Subtotal</b>									<b>\$ 153,196.00</b>
<b>Preliminary Engineering (2021 Streets)</b>									
Preparation of Bid Documents	1	2		8		40			\$ 5,044.00
Preparation of Special Provisions	1	2		8		4			\$ 1,372.00
Item List & Estimates of Cost	1	2		16	4				\$ 1,796.00
Preparation of Exhibits/Plan Sheets	1	2			50				\$ 4,884.00
Verify Plan Quantities for HMA Paving	1		10	2					\$ 1,310.00
Verify Limits of Patching & Preparation of Schedule	1		5						\$ 695.00
Verify Limits of Crack Sealing & Preparation of Schedule	1		5						\$ 695.00
Design JULIE	1			2	4	1			\$ 774.00
Solicitation of Bids	1			2		2	1		\$ 594.00
Bid Opening & Preparation of Tabulation of Bids	1			1			2		\$ 400.00
Recommendation Letter	1								\$ 200.00
Execution of Contract Documents	2					16	2		\$ 2,172.00
QA/QC									\$
Materials Testing (Pavement Core)								\$ 12,500.00	\$ 12,500.00
<b>Subtotal</b>									<b>\$ 32,436.00</b>
<b>Total Hours</b>	<b>50</b>	<b>58</b>	<b>924</b>	<b>353</b>	<b>83</b>	<b>143</b>	<b>5</b>		<b>1616</b>
Billing Rate Direct Wages	\$ 200	\$ 142	\$ 99	\$ 60	\$ 88	\$ 102	\$ 70		\$ 185,632.00
Costs	\$ 10,000.00	\$ 8,236.00	\$ 91,476.00	\$ 21,180.00	\$ 7,304.00	\$ 14,586.00	\$ 350.00	\$ -	\$ 153,132.00
<b>Total Estimated Cost (Labor)</b>	<b>\$ 153,132.00</b>								
DE - Testing Services Corp, Materials Testing Services									
DE - CAD Hours									
<b>Total Proposed Fee</b>	<b>\$ 153,132.00</b>								

Base Bid Construction Cost (Current)

\$1,498,326.87



**Estimate of Time Required**

Route	DeKalb Various
Section	
County	DeKalb
Project	Base Bid

Item	Unit (Check One) <input checked="" type="checkbox"/> English <input type="checkbox"/> Metric	Quantity	Rate Per Day	Days	Days Not Affecting Time	Total Days Required
Earth Excavation	CY	91	750.0			0
Inlet and Pipe Protection	EA	71	35.0	2.0		2.00
Aggregate Base Course, Type B	TN	295	500.0	1.0	1.0	0
Aggregate Base Repair	SY	2,350	500.0	5.0	2.0	3.00
Bituminous Materials (Prime Coat)	LB	3,345	5,000.0	1.0	1.0	0
Bituminous Materials (Tack Coat)	LB	49,530	5,000.0	10.0	10.0	0
Leveling Binder (Machine Method), IL-9.5FG, N50	TN	1,389	750.0	2.0		2.00
Hot-Mix Asphalt Binder Course, IL-19.0, N50	TN	132	1,000.0			0
Hot-Mix Asphalt Binder Course, IL-19.0, N70	TN	1,912	1,000.0	2.0		2.00
Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N60	TN	2,998	1,000.0	3.0		3.00
Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N70	TN	3,078	1,000.0	3.0		3.00
Portland Cement Concrete Driveway, 7"	SY	76	100.0	1.0		1.00
Portland Cement Concrete Sidewalk, 5"	SF	5,928	1,000.0	6.0		6.00
Detectable Warnings	SF	962	100.0	10.0	10.0	0
Pavement Removal	SY	547	1,000.0	1.0		1.00
Driveway Pavement Removal	SY	91	100.0	1.0	1.0	0
Combination Curb & Gutter Removal	LF	1,244	600.0	2.0		2.00
Sidewalk Removal	SF	6,048	1,500.0	4.0		4.00
Class C Patches, Type II, 8"	SY	30	150.0			0



Class D Patches, Type IV, 4"	SY	299	150.0	2.0	1.0	1.00
Manholes to be Adjusted	EA	45	10.0	5.0	2.0	3.00
Inlets to be Adjusted	EA	16	10.0	2.0	2.0	0
Valve Boxes to be Adjusted	EA	1	1.0	1.0	1.0	0
Combination Concrete Curb & Gutter TB 6.12	LF	1,567	200.0	8.0		8.00
Mobilization	LS	1	1.0	1.0	1.0	0
Thermoplastic Pavement Markings - Letters and Symbols	SF	977	500.0	2.0		2.00
Thermoplastic Pavement Marking - Line 4"	LF	19,293	5,000.0	4.0		4.00
Thermoplastic Pavement Marking - Line 6"	LF	5,349	3,000.0	2.0		2.00
Thermoplastic Pavement Marking - Line 8"	LF	1,026	1,000.0	1.0	1.0	0
Thermoplastic Pavement Marking - Line 12"	LF	1,320	1,000.0	1.0	1.0	0
Thermoplastic Pavement Marking - Line 24"	LF	1,149	1,000.0	1.0	1.0	0
Detector Loop, Type I	LF	468	250.0	2.0		2.00
Grind Shape and Compact	SY	951	1,000.0	1.0		1.00
Hot-Mix Asphalt Surface Removal, Variable Depth	SY	61,103	5,000.0	12.0		12.00
Manholes to be Adjusted, (Special)	EA	50	10.0	5.0		5.00
Sanitary Manholes to be Reconstructed	EA	11	2.0	6.0		6.00
Traffic Control & Protection, (Special)	LS	1	1.0	1.0	1.0	0
Railroad Protective Liability Insurance	LS	1	1.0	1.0	1.0	0
Fiber Asphalt	LB	5,857.0	1,000.0	6.0	6.0	0
Hot-Mix Asphalt Driveway Pavement, 3"	SY	115.0	150.0	1.0	1.0	0
Total Actual Working Days Required						75.00
Total Days from page one						
Total Days						75.00

Made by \_\_\_\_\_ Date \_\_\_\_\_ Checked by \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Regional Engineer



## Estimate of Time Required

Route DeKalb Various  
 Section \_\_\_\_\_  
 County DeKalb  
 Project Alternate No.1

Item	Unit (Check One)	Quantity	Rate Per Day	Days	Days Not Affecting Time	Total Days Required
	<input checked="" type="checkbox"/> English <input type="checkbox"/> Metric					
Inlet and Pipe Protection	EA	8	8.0	1.0	1.0	0
Aggregate Base Repair	SY	177	200.0	1.0	1.0	0
Bituminous Materials (Tack Coat)	LB	3,177	1,000.0	3.0	3.0	0
Leveling Binder (Machine Method), IL-9.5FG, N50	TN	152	150.0	1.0	1.0	0
Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N50	TN	304	300.0	1.0		1.00
Manholes to be Adjusted	EA	6	6.0	1.0		1.00
Thermoplastic Pavement Marking - Line 6"	LF	235	230.0	1.0		1.00
Thermoplastic Pavement Marking - Line 24"	LF	27	100.0			0
Hot-Mix Asphalt Surface Removal, Variable Depth	SY	3,530	5,000.0	1.0		1.00
Sanitary Manholes to be Reconstructed	EA	2	2.0	1.0		1.00
Fiber Asphalt	LB	304	300.0	1.0	1.0	0
Total Actual Working Days Required						5.00
Total Days from page one						
Total Days						5.00

Made by \_\_\_\_\_ Date \_\_\_\_\_ Checked by \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Regional Engineer

# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

## 2020 Personnel Chargeout Rates

Principal	\$200 - 240
Sr. Project Manager	\$150 - 210
Project Manager	\$100 - 200
Engineering:	
Lead Structural Engineer	\$175 - 185
Sr. Project Engineer	\$110 - 210
Project Engineer	\$100 - 170
CAD Manager	\$100 - 120
Staff Engineer	\$ 90 - 110
Designer	\$ 90 - 100
Engineer	\$ 80 - 150
Structural Engineer	\$ 85 - 150
Sr. Engineering Technician	\$ 65 - 140
Associate Engineering Technician	\$ 70 - 110
Engineering Technician	\$ 50 - 100
Landscape Architect	\$ 70 - 90
GIS Specialist	\$ 80 - 90
Surveying:	
Survey Manager	\$160 - 170
Land Surveyor	\$ 90 - 160
Survey Crew Chief	\$ 85 - 105
Surveyor	\$ 80 - 90
Survey Technician	\$ 50 - 70
Environmental, Health and Safety:	
Sr. EHS Scientist	\$110 - 150
EHS Project Scientist	\$110 - 130
EHS Scientist	\$ 90 - 120
EHS Specialist	\$ 60 - 110
EHS Technician	\$ 60 - 100
Project Hydrogeologist	\$ 80 - 110
Geologist	\$ 70 - 90
Hydrogeologist	\$ 60 - 90
I.T. Consultant	\$ 70 - 145
Grant Writer / Community Development Specialist	\$ 85 - 100
Project Coordinator	\$170 - 180
Project Administrator	\$ 70 - 110
Project Assistant	\$ 70

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.

P:\Business Systems\Job Set\2020\2020 Emp Chargeout Rates - Ranges.docx



200 South Fourth Street  
DeKalb, Illinois 60115  
815.748.2000 • cityofdekalb.com

### Professional Services (Advisor) Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Fehr-Graham & Associates, LLC (Fehr Graham)" 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:

The intent of the City and Contractor is to utilize this base agreement for the provision of services over a three-year period. Each year of services shall require the approval of an addendum to this Agreement to include that year's scope of work, applicable billable rates for Contractor's personnel, and a specified not-to-exceed price. Such approval for years 2 and 3 of this agreement shall require the action of the City Council. Initial approval of this Agreement constitutes approval of the scope of services attached as Exhibit A, the hourly rates schedule attached as Exhibit B, and the not-to-exceed price of \$165,000, for services to be completed following execution of this Agreement and prior to January 31, 2020. Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing through January 31<sup>st</sup>, 2020, 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 (up to the approved not-to-exceed price) 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 on a time and materials basis in accordance with the rate schedule attached in Exhibit B.
- This work is to be completed subject to a not-to-exceed price of \$165,000.00 for the period commencing upon approval and ending January 31, 2020.

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/idol](http://www.illinois.gov/idol). This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

*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 36-2780335 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:

Jason Stoll  
Fehr Graham  
515 Lincoln Highway  
Rochelle, IL 61068

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 11th day of February, 2019.

City of DeKalb

Contractor

---

Jerry Smith, Mayor

---

Lynn A. Fazekas, City Clerk





This page left intentionally blank.



**Exhibit A:**

**Description of Work**



January 14, 2019

Mr. Tim Holdeman  
Public Works Director  
City of DeKalb  
1216 Market Street  
DeKalb, IL 60115

**Re: Proposal for Professional Engineering Services  
City of DeKalb 2019 Streets Program**

Dear Mr. Holdeman,

Thank you for considering Fehr Graham for your professional engineering needs. We are appreciative to continue our efforts from 2018 and provide the City with professional engineering services for the DeKalb 2019 Streets program. We understand that the City's 2019 Streets program will include the following:

- **Resurfacing of the following streets:**

First Street	Dresser	Stoney Creek
Johanne Ln/Ilehamwood	First St	Golf View
Manning Drive	Fourth St	Cul-de-sac
Wineberry Overlay	Cutler Dr	Cul-de-sac

- ADA ramp reconstruction at various intersections and crossings
- Various and strategic sidewalk replacements throughout the City

Fehr Graham is pleased to provide you with this proposal for the engineering services required for this project as listed below.

**Scope of Services**

**Preliminary Engineering** shall include:

- Topographic Surveys and design engineering for ADA ramp construction
- Preparation of complete general and detailed special provisions, proposals, and estimates of cost;
- Assist the City in the solicitation, receipt and evaluation of construction bids and the awarding of the construction contract.

**Construction Engineering** shall include:

- Furnishing the engineering field observation of the work and the contractor's operations for compliance with the specifications as construction proceeds;
- Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit the verification of the nature and cost of changes in plans and authorized extra work;

- Preparation and submission of partial and final payment estimates, change orders, records, and other reports/correspondence as requested by the City of DeKalb

**Materials Testing** shall include:

- Pavement coring for design plans
- HMA Density Testing for new roadway surface
- Concrete Air, Slump, and Compression Tests for new ADA ramp installations

**Exclusions**

The following items are **not** included in the scope of services proposed here:

- Deep Soil Borings
- Boundary/ROW Surveys
- Traffic Studies
- Environmental Assessments & Studies
- Archeologic Surveys
- Design of roadway widening improvements (i.e. improvements beyond General Maintenance activities)
- NPDES erosion control inspections

**Schedule**

Fehr Graham can initiate this project immediately upon receipt of formal authorization to proceed.

**Fees**

Based upon the information available at this time, we are prepared to complete the scope of work on a time and materials basis as detailed above in accordance with the following schedule of fees:

<i>Preliminary Engineering</i>	<i>\$18,067</i>
<i>Construction Engineering</i>	<i>\$114,873</i>
<i>Materials Testing (TSC)</i>	<i><u>\$25,000</u></i>
<i>Total</i>	<i>\$157,940</i>
	<i>(NOT TO EXCEED \$165,000 without written approval from the City)</i>

The construction engineering fee is estimated considering construction activities commencing for 50 working days. Additional days worked by the contractor requiring our services beyond 50 days may result in additional fees (approximately \$900 per day for full time, construction observation services).

Subconsultant invoices (i.e. TSC, Materials Testing) will be marked up 15% for administrative and management costs. Services rendered will be invoiced on a monthly basis until completion of the project.

**Authorization**

I trust that the information we have provided is in line with your expectations. If you would like for us to proceed with this project, please execute the attached Agreement for Professional Services and return a copy to my attention.

Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We are looking forward to working with the City of Morrison on this project. If you have any questions or need anything further, please let me know.

Respectfully submitted,



Jason T. Stoll, PE  
Branch Manager

C: Mr. Brian Faivre, Assistant Public Works Director  
Mr. Zac Gil, City Engineer

Enc: Contractor Agreement Form  
Manhour Project Worksheet  
Fehr Graham Schedule of Rates, 2019

JTS:emm

N:\Proposals\2018\Jason Stoll\City of DeKalb RFP 2019 thru 2021 Streets\Fee Proposal\2019-DeKalbStreets19-2019-01-12.docx

**City of DeKalb**  
**2019 Streets Program**

TASK	Partner (NC)	PM (JS)	Project Engineer (BW)	Resident Engineer (RM)	Graduate Engineer (AT)	Engineering Tech (YJ)	Project Administrator (BM)	Project Assistant (EM)	TOTAL TASK COST
<b>Preliminary Engineering</b>									
Topographic Survey for ADA Ramps			2	10					\$ 1,230.00
ADA Ramp Design			2		16	8			\$ 2,264.00
Preparation of Bid Documents		1	2				25		\$ 2,928.00
Preparation of Special Provisions		1	4				4		\$ 1,129.00
Item List & Estimates of Cost		1	8			4			\$ 1,621.00
Preparation of Exhibits/Plan Sheets		1	2			10			\$ 1,273.00
Verify Plan Quantities for HMA Paving		1	2		10				\$ 1,283.00
Verify Limits of Patching & Preparation of Schedule		1	2		5				\$ 868.00
Verify Limits of Sidewalk R&R & Preparation of Schedule		1	2		5				\$ 868.00
Design JULIE					2	4	1		\$ 593.00
Solicitation of Bids		1	1		2		2	1	\$ 744.00
Bid Opening & Preparation of Tabulation of Bids		1	4		1			2	\$ 950.00
Recommendation Letter							1		\$ 99.00
Execution of Contract Documents			1				16		\$ 1,757.00
QA/QC	2								\$ 460.00
									\$ 18,067.00
<b>Construction Engineering</b>									
Pre-Construction Meeting		4		4	4				\$ 1,404.00
Full-Time Construction Observation (50 Working Days)		6	50	500	200				\$ 72,138.00
Daily Reports & Quantities				120					\$ 11,400.00
Pay Estimates				8			80		\$ 8,680.00
Punchlist & Closeout Documents				80					\$ 7,600.00
Record Drawings, Final Close Out Documents		2		40	10	25			\$ 7,026.00
Project Administration & Coordination	10	25							\$ 6,625.00
									\$ 114,873.00
Total Hours	12	47	81	762	255	51	129	3	1337
Billing Rate Direct Wages	\$ 230	\$ 173	\$ 140	\$ 95	\$ 83	\$ 82	\$ 99	\$ 67	\$ 132,940.00
Costs	\$ 2,760.00	\$ 8,131.00	\$ 11,340.00	\$ 72,390.00	\$ 21,165.00	\$ 4,182.00	\$ 12,771.00	\$ 201.00	\$ 132,940.00
Total Estimated Cost (Labor)	\$ 132,940.00								
Expenses (TSC Materials Testing)	\$ 25,000.00								
Total Proposed Fee	\$ 157,940.00								

**Total Fee \$ 157,940.00**

11.3%

Construction Estimate

\$1,400,000.00

Includes 10% Markup on TSC Materials Testing Ser noah



**Exhibit B:**

**Fee Schedule**



**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

**2019 Personnel Chargeout Rates**

Principal	\$190 - 230
Sr. Project Manager	\$140 - 210
Project Manager	\$110 - 200
Engineering:	
Lead Structural Engineer	\$175 - 185
Structural Engineer	\$ 85 - 150
Sr. Project Engineer	\$120 - 165
Project Engineer	\$100 - 155
Staff Engineer	\$ 90 - 110
Engineer	\$ 80 - 100
Designer	\$ 80 - 90
Sr. Engineering Technician	\$ 65 - 140
Associate Engineering Technician	\$ 55 - 110
Engineering Technician	\$ 45 - 105
Landscape Architect	\$ 70 - 90
GIS Specialist	\$ 75 - 85
Surveying:	
Survey Manager	\$160 - 170
Land Surveyor	\$100 - 150
Survey Crew Chief	\$ 85 - 105
Surveyor	\$ 80 - 90
Survey Technician	\$ 50 - 70
Environmental, Health, & Safety:	
Sr. EHS Scientist	\$140 - 150
Sr. EHS Specialist	\$110 - 150
EHS Scientist	\$ 90 - 110
EHS Specialist	\$ 60 - 100
EHS Technician	\$ 60 - 100
Project Hydrogeologist	\$ 90 - 100
Geologist	\$ 70 - 90
Hydrogeologist	\$ 60 - 80
I.T. Consultant	\$ 70 - 135
Grant Writer / Community Development Specialist	\$ 85 - 100
Project Coordinator	\$165 - 175
Project Administrator	\$ 70 - 100
Project Assistant	\$ 67

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling.  
Reimbursable Direct Expenses will be charged at invoice cost + 15%.

## **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

Page 1 of 1

DATE (MM/DD/YYYY)  
09/25/2018

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).


<b>PRODUCER</b> Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Fehr-Graham & Associates LLC 221 E. Main Street, Suite 200 Freeport, IL 61032	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER D: Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER E: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company of America	25666	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Indemnity Company	25658	INSURER D: Travelers Property Casualty Company of Ame	25674	INSURER E: Continental Casualty Company	20443	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Indemnity Company of America	25666														
INSURER B: Charter Oak Fire Insurance Company	25615														
INSURER C: Travelers Indemnity Company	25658														
INSURER D: Travelers Property Casualty Company of Ame	25674														
INSURER E: Continental Casualty Company	20443														
INSURER F:															

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> W7928375	<b>REVISION NUMBER:</b>
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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
			6803L760620	09/15/2018	09/15/2019	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 4,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 4,000,000
						\$
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		810-6A185070	09/15/2018	09/15/2019	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) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUP-3L765928	09/17/2018	09/17/2019	EACH OCCURRENCE \$ 8,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 8,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N Yes	UB3L764090	09/15/2018	09/15/2019	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability		AEH591922774	09/15/2018	09/15/2019	Per Claim \$2,000,000
						Aggregate \$4,000,000
						Retention-Per Claim \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All officers are excluded under the Workers Compensation.

**CERTIFICATE HOLDER****CANCELLATION**

City of DeKalb 200 S. Fourth St. DeKalb, Illinois 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 

© 1988-2016 ACORD CORPORATION. All rights reserved.