

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WILLS BURKE KELSEY ASSOCIATES, LTD. FOR ENGINEERING DESIGN OF PEACE ROAD PARTIAL WIDENING, OVERLAY, AND IMPROVEMENTS TO THE INTERSECTION WITH FAIRVIEW DRIVE IN AN AMOUNT NOT TO EXCEED \$200,000.

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 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 outside vendors to perform engineering design services in the development of Peace Road from Illinois Route 38 to Gurler Road; and

WHEREAS, the City maintains relationships for services with several firms from a Qualification Based Selection process, among which are Wills Burke Kelsey Associates, Ltd.

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 Service Agreement with Wills Burke Kelsey Associates, Ltd. for Engineering Design of Peace Road partial widening, overlay, and improvements to the intersection of Fairview Drive, in an amount not to exceed \$200,000.

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 23rd day of March 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





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 WBK Engineering, LLC 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 2022, 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 \$200,000.
- 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/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 36-4251536 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:

Greg Chismark
WBK Engineering
116 West Main Street, Suite 201
St. Charles, IL 60174

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

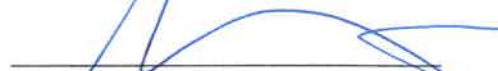


~~City Clerk~~

Executive



Contractor



PRESIDENT

Title

Charles Hamilton

Attest



Exhibit A:

Description of Work



Route
Local Agency
TIP ID #

Peace Road (FAU 5369/9700)
City of DeKalb
2022-113

**PHASE I/II ENGINEERING
FOR
PEACE ROAD AT FAIRVIEW DRIVE INTERSECTION IMPROVEMENTS**

CITY OF DEKALB

SCOPE OF SERVICES

The City of DeKalb has initiated a project requiring professional engineering services by WBK Engineering (WBK) for the performance of Phase I and Phase II engineering services for the intersection improvements at Peace Road and Fairview Drive. The project scope of services are based on IDOT/FHWA providing concurrence to process it as a Categorical Exclusion – Federal (also referred to as Categorical Exclusion Group II). The City will be utilizing Motor Fuel Tax (MFT) funding for Phase I and Phase II.

UNDERSTANDING OF THE PROJECT

Existing Roadway. Peace Road is an existing 2- and 3-lane rural cross-section with aggregate shoulders and open ditches from IL Route 38 to Gurler Road. Peace Road is classified as a principal arterial from IL 38 to I-88, and a local road to Gurler Road. Given the functional classification, use of the roadway, and its location, it is expected that the appropriate geometric design criteria table are the suburban arterial and rural local roads (*Bureau of Local Roads and Streets Manual* Figure 32-2C and D).

Fairview Drive is an existing two lane rural cross-section with aggregate shoulders and open ditches at the intersection with Peace Road. Fairview Drive is functionally classified by IDOT as a major collector. It is also expected that the appropriate geometric design criteria table are the suburban arterial and rural local roads (*Bureau of Local Roads and Streets Manual* Figure 32-2C and D).

Roadway Widening. Peace Road is planned to be widened to 4 lanes from Fairview to IL 38 to alleviate local congestion and extend the existing roadway cross section from north of the railroad bridge, at the northern project terminus. The improvements are included in the DSATS long range transportation plan, and will result in service and safety benefits to regional roadway network.

WBK anticipates the following deliverable schedule:

- Phase I Approval September 2021
- Prefinal PS&E November 2021
- Utility Relocations November 2021
- Final PS&E December 2021
- ROW Certification January 2022
- Letting March 2022

1. PHASE I SUPPLEMENTAL SURVEY

- 1.1 Supplemental Route Survey.** WBK will complete additional topographic survey to complement data picked up in the feasibility study where necessary at the intersection of Peace Road and Fairview Drive. WBK has estimated one (1) day of supplemental survey.

2. GEOTECHNICAL INVESTIGATIONS AND REPORTS

WBK will coordinate with Patrick Engineering (Patrick) to conform to the requirements of the *IDOT Geotechnical Manual* to produce a roadway geotechnical investigation that will assist WBK in determining the necessary pavement design, structures types, subgrade remediation and other technical soils data required for the project. The investigation in general will include pavement cores, soil borings, subgrade support requirements and remediation requirements.

For detailed scope of service for the Roadway Geotechnical Investigation, which includes all borings and pavement cores, see Patrick's detailed scope of services, attached.

2.1 **Site Visit.** WBK anticipates and has allotted for one (1) field meeting with Patrick to coordinate final location of roadway cores, borings and structural borings.

2.2 **Coordination.** WBK anticipates general coordination with Patrick to discuss questions, coordinate site visits, and remediate any issues. Patrick will develop a soils profile for this project. WBK will provide to Patrick the working base file references and plan and profile sheets for developing the soils profile.

3. PHASE I PRELIMINARY DESIGN STUDY

WBK will complete design activities early in the process to help determine limits and general direction of the project, allowing for a more detailed and efficient design approach.

3.1 **Plan and Profile Sheets.** WBK will complete plan and profile sheets identifying the proposed improvements.

3.2 **Identify Potential Design Deviations.** WBK will evaluate the proposed design and identify any potential design variances (Level I or II) and will submit the BLR 22120 form for approval.

4. PHASE I PERMITTING AND ENVIRONMENTAL COORDINATION

It is anticipated that IDOT will classify the proposed project as a categorical exclusion and not an environmental assessment. WBK will provide comprehensive environmental services, specifically in the following categories:

4.1 **Prime Farmland Determination and Coordination.** If acquisition of agricultural property is necessary, WBK will evaluate the impacts to determine if prime farmland coordination with the National Resources Conservation Service (NRCS) is required. If necessary, WBK will complete the applicable NRCS forms.

4.2 **Environmental Survey Request (ESR) and Wetland Impact Evaluation (WIE) Submittal to IDOT.** WBK will submit the ESR and WIE for the proposed project online via IDOT's process in order to receive the environmental clearances.

4.3 **Special Waste Assessment.** WBK will complete a Special Waste Assessment (SWA) of the project area to determine if the potential for contamination exists. The SWA will be completed following the guidelines in the IDOT BLR Manual.

4.4 **U.S. Army Corps of Engineers (USACE) Coordination.** WBK will coordinate with USACE to meet the BLR 22210 requirements, including a site visit to discuss the project and potential impacts.

The following environmental screenings are not included in the scope of services for the noted reasons. If requested by IDOT or FHWA, these would be considered additional services.

- **Air Quality Screening and COSIM.** These have been omitted as the traffic volumes do not exceed the identified thresholds.

- **Northern Long-Eared Bat.** Northern long-eared bat consultation and review is not anticipated or include in the scope of services due to the urban location and very few trees.

5. PROJECT DEVELOPMENT REPORT AND ACTIVITIES

WBK will assemble a Project Development Report (PDR) including descriptions and exhibits for all of the proposed project activities.

- 5.1 **Environmental Impacts (PDR Sections 5-13).** Describe the following items: Prime Farmland, Floodplain, NPDES Permit Requirements, "404" Permit, Special Waste, Environmental Surveys, Public Lands, Air Quality and Noise.
- 5.2 **Final Project Development Report.** WBK will prepare the Project Development Report (BLR 22110) to obtain Phase I design approval for the project. The PDR will follow the guidelines in the IDOT BLRS Manual. WBK will prepare a disposition of comments received in regards to the Draft project Development Report.

All other components of the Project Development Report will be completed under the Peace Road Corridor Feasibility Study.

6. UTILITY COORDINATION

- 6.1 **Data Collection.** Pertinent utility information will be collected for the project area to determine locations of all utilities that may or will affect design or construction of the roadway and structures. Coordination with utilities and a JULIE design stage/planning information request for buried facilities will be performed and documented. The utilities will be drawn in MicroStation to analyze possible conflicts.
- 6.2 **Send Preliminary Plans to Utilities for conflict review.** WBK will coordinated with all utility companies and send preliminary plans for conflict review early in the Phase I process.
- 6.3 **Send Pre-Final Plans to Utilities for conflict review.** WBK will coordinate again with the utility companies who identified a potential conflict during the Phase II process.

7. PHASE I MEETINGS AND COORDINATION

Meetings and coordination will serve to discuss and resolve issues in the preliminary design process. Minutes of all meetings will be prepared by WBK and distributed within five (5) working days of the meeting. WBK will be responsible for maintaining a list of action items that will be updated at each meeting.

- 7.1 **Anticipated Meetings.** The assumption for the below meetings is 2 people per meeting at 3 hours per meeting.
 - A. Kickoff Meeting with IDOT
 - B. Coordination Meeting with FHWA (assume 1 meeting)
 - C. Design Coordination Meeting with IDOT (assume 1 meeting)
- 7.2 **Preparation time prior to meetings (agenda, exhibits, etc.; total of 3 Meetings)**
- 8.3 **Prepare Meeting Minutes (Total of 3 Meetings)**

8. PROJECT ADMINISTRATION

The successful management of a project requires scheduling and reporting of the progress of the project. Work will include the following tasks:

- 8.1 **Project Initiation and Setup.** WBK will initiate project setup.
- 8.2 **Task Management.** WBK will manage tasks associated with work reviews, budget adherence, manpower, project meetings, and contract administration and invoicing.
- 8.3 **Monthly Reports.** WBK will prepare and submit monthly progress reports during months when engineering activities occur and invoices are due.
- 8.4 **Internal Reviews.** WBK will perform reviews of all design elements associated with the project.
- 8.5 **Project Schedule.** WBK will prepare the project schedule and will update the schedule periodically as tasks or project scheduling change, as well as perform scope of work reviews, resource planning, internal team coordination and contract administration.

9. PHASE II ROADWAY AND TRAFFIC SIGNAL PLANS

The plans will be developed and submitted to IDOT as three (3) separate submittals. The first submittal will be the Pre-final submittal and for this project, scope will be considered ninety-five percent (95%) complete. The second submittal will be the final submittal and for this project scope will be considered one hundred percent (100%) complete. IDOT as part of the "IDOT final check" of the plans and contract documents prior to submittal to the Central Office requires a third submittal to address final comments and is considered the third submittal. The final and final check submittal will include quantity calculations, cost estimate, contract time and special provisions.

- 9.1 **Roadway and Signal Plans.** The roadway plans are working drawings that show the location, configuration and dimensions of the prescribed work that includes: layouts, profiles, traffic signals and other necessary details. The plans will be prepared under the supervision of a Professional Engineer. The plan set will consist of the following drawings:
 - Title Sheet (1 Sheet)
 - Index of Sheets, IDOT Standards and General Notes (1 Sheet)
 - Summary of Quantities (2 Sheets)
 - Schedule of Quantities (1 Sheet)
 - Alignment, Ties and Benchmarks (1 Sheet)
 - Existing Typical Sections (2 Sheets)
 - Proposed Typical Sections (2 Sheets)
 - Maintenance of Traffic Plan & Details (15 Sheets)
 - Existing Conditions and Removals (2 Sheets)
 - Roadway Plan & Profile (5 Sheets)
 - Erosion and Sediment Control Plan (3 Sheets)
 - Erosion and Sediment Control Details (3 Sheets)
 - Drainage and Utilities Plan and Profiles (5 Sheets)
 - Pavement Marking and Signing Plan (3 Sheets)
 - Intersection Grading Plan (1 Sheet)
 - Temporary Staged Traffic Signal Plans (4 Sheets)
 - Traffic Signal Plans and D1 Details (13 Sheets)
 - ADA Ramp Elevation and Layout Details (3 Sheets)
 - Construction Details (2 Sheets)
 - District One Details (6 Sheets)
 - Cross Sections (10 Sheets)

- 9.2 **Assemble and Submit PS&E (3 submittals).** The work under this task includes time associated with preparing plot files, coordination of printing and distribution of plans to all stakeholders (three submittals). The Scope of Services also includes direct cost for printing and distribution of the documents to the various agencies. The final number of copies will be as directed by IDOT.
- 9.3 **Disposition of Comments.** All submittals will include a formal Disposition of Comments that addresses all review comments regarding the plans or contract documents from IDOT and any other relevant agency.

10. PHASE II DRAINAGE DESIGN

- 10.1 **Check Inlet Spacing.** Check inlet spacing of existing and proposed storm sewer inlets on roadway to check pavement spread and depth of ponding at sag points.
- 10.2 **Evaluated required and provided detention storage.** This task includes hydrologic analysis to determine if additional detention storage is required. This includes review of original calculations and comparison of proposed impervious area to area used to calculate required detention.
- 10.3 **Storm Sewer Design.** This task includes preparation of storm sewer calculations. Storm sewer calculations will include the Rational Method using Bulletin 70 rainfall data and Mannings equation to determine pipe capacity. The storm sewer will be designed so that the hydraulic grade line is contained within the pipe.

11. Phase II Quantity Calculations

- 11.1 **Quantity Calculations.** Staged Earthwork computations, pavement computations and other quantity calculations will conform to the requirements of Section 11-5 of the *BLRS Manual* and the *BDE Manual, Chapter 64*.

WBK will prepare quantity computations for each submittal of the project. The computed quantities will serve as the basis for the Summary of Quantities plan sheet and the engineering opinions of probable construction costs.

The computations will be done in spreadsheet format utilizing Microsoft Excel. The quantities will be developed and submitted to IDOT as requested.

The *Standard Specifications for Road and Bridge Construction, Supplemental Specifications* and the *Recurring Special Provisions* will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will be determined from the *IDOT Coded Pay Items* on the IDOT website.

QA Review. Prior to each submittal the quantity calculations will be reviewed for accuracy and completeness. The civil quantity calculations will be reviewed by a WBK Senior Project Engineer.

12. Phase II Specifications and Special Provisions

- 12.1 **Contract Documents.** WBK will prepare contract specifications and special provisions for each submittal stage of the project. The *IDOT Standard Specifications* and *Supplemental Specifications* are included by reference in the first paragraph of the project Special Provisions. Applicable *IDOT Recurring Special Provisions* and *Recurring Local Roads and Streets Special Provisions* will be included by reference by use of the Check Sheet for Supplemental Specifications and Recurring Special Provisions.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the *Standard Specifications*, *Supplemental Specifications*, *Recurring Special Provisions*, *BDE Special Provisions* or *Guide Bridge Special Provisions*, a project specific Special Provision will be written by WBK. These Special Provisions will conform to the requirements of Section 11-3 of the *BLRS Manual* and the *BDE Manual*, Chapter 66.

- 12.2 **Disposition to IDOT and Client Review Comments.** The final two submittals will include a formal Disposition of Comments that addresses all review comments regarding the plans from IDOT and any other relevant agency.

13. Cost Estimate and Contract Time

- 13.1 **Contract Documents.** WBK will prepare engineering opinions of probable construction costs for each submittal stage of the project. BLRS Form 11510 will be used to prepare the cost estimate and will include pay item number, item, unit, quantity, unit cost and total cost.

Prior to each submittal, the cost estimate for civil quantities will be reviewed by a WBK Senior Project Engineer.

- 13.2 **Contract Time.** WBK will prepare engineering opinions of contract time for each submittal stage of the project. Itemized production rates will be determined using established guideline shown in the IDOT Chapter 66 of the *Bureau of Design and Environment Manual*.

BDE Form 220A will be used to prepare the contract time and will include item number, item, unit, quantity, average production rate, and number of working days.

WBK will prepare a cost breakdown for all Lump Sum pay items required by IDOT. The cost breakdown computations will be done in spreadsheet format utilizing Microsoft Excel.

14. Phase II Permitting and Environmental Coordination

- 14.1 **Prepare Storm Water Pollution Prevention Plan (SWPPP).** To comply with the requirements of Part IV of the NPDES permit ILR10 for Erosion and Sediment Control, WBK will complete a Storm Water Pollution Prevention Plans (SWPPP) using form BDE 2342 and guidelines from Chapter 41 of the BDE Manual.

- 14.2 **City of DeKalb Stormwater Permit.** WBK will prepare a submittal for the Stormwater Management Permit under the DeKalb County Stormwater Ordinance as administered by the City of DeKalb. The submittal will address the ordinance requirements as they pertain to floodplain, wetlands, the proposed wetland impacts, buffers, required mitigation, and storm sewer capacity.

- 14.3 **Preliminary Site Investigation (PSI).** By Memorandum dated December 16, 2019, the PESA completed by Huff & Huff identified sites along the project route that were determined to contain Recognized Environmental Concerns (REC's). As such, Huff & Huff determined that a Preliminary Site Investigation (PSI) would be required for the project.

15. Right-of-Way and Easement Acquisition

- 15.1 **Plat of Highways and Legal Description.** A Plat-of-Highways and Legal Descriptions will be completed in accordance with the IDOT Bureau of Land Acquisition's requirements and approved by IDOT during Phase II of the project. The plat will be utilized to complete the right-of-way and easement acquisition. The complete scope of services for preparing the plat and legal descriptions are included in Patrick Engineering's attached proposal.
- 15.2 **Appraisals, Review Appraisals and Negotiations.** To complete the right-of-way and easement acquisition, appraisal, review appraisals and negotiations will need to be completed. WBK will provide support and assistance to the City and WBK's subconsultant preparing the appraisals and completing the negotiation process. These services will be completed by Santacruz Land Acquisitions. The complete scope of services for the appraisals, review appraisals and negotiations are included in Santacruz Land Acquisitions attached proposal.

17. Pre-Phase III and Phase III Activities

- 17.1 WBK will provide direction and clarification to bidder request for information (RFI's) during the bidding process.
- 17.2 WBK will provide electronic design files to the successful project bidder for use in their construction layout. The files will also be submitted to the City.

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines WBK's understanding of the Scope of Services required for the successful completion of this engineering project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope and would be considered as additional services if required by the City, County or any other agency for the completion of this project.

- A. Public Involvement. All public involvements will be conducted under the corridor feasibility scope.
- B. Retaining wall or structural design tasks – No bridge or structure modifications are anticipated, no structural culverts or bridges identified, no walls over 7' tall anticipated.
- C. Lighting Design
- D. Subsurface Utility Engineering or SUE to provide non-destructive method to determine horizontal and vertical alignment of existing utilities will not be included in this scope of services
- E. It is assumed that the project will be classified as a categorical exclusion and will not require an environmental assessment (EA). The roadway alignment is located within an existing roadway corridor and significant environmental/ human impacts are not anticipated. If IDOT determines an EA is necessary that would require additional work supplemental to the items outlined in this scope.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME WBK Engineering, LLC
PRIME/SUPPLEMENT Prime

DATE 02/10/20
PTB NO. _____

CONTRACT TERM 30 MONTHS
START DATE 3/1/2020
RAISE DATE 1/1/2021

OVERHEAD RATE 157.74%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

<u>3/1/2020 - 1/1/2021</u>	<u>1/2/2021 - 1/1/2022</u>	<u>1/2/2022 - 9/1/2022</u>	<u> </u>	<u> </u>
<u>10</u>	<u>12</u>	<u>8</u>		
<u>30</u>	<u>30</u>	<u>30</u>		
= 33.33%	41.20%	28.29%		
= 1.0282				
The total escalation for this project would be:		2.82%		

PAYROLL RATES

FIRM NAME

WBK Engineering, LLC

Project

Peace Road at Fairview Drive Ph I and II

Client

City of DeKalb

ESCALATION FACTOR 2.82%

DATE 2/10/2020

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$75.00	\$77.12
Engineer VI	\$73.58	\$75.66
Engineer V	\$54.23	\$55.76
Engineer IV	\$37.58	\$38.64
Engineer III	\$34.44	\$35.41
Engineer II	\$33.00	\$33.93
Engineer I	\$27.19	\$27.96
Urban Planner VI	\$74.52	\$76.62
Urban Planner IV	\$43.85	\$45.09
Urban Planner III	\$33.00	\$33.93
ERS III	\$34.45	\$35.42
Technician III	\$36.60	\$37.63
Administrative	\$32.52	\$33.44

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

Peace Road at Fairview Drive

FIRM
CLIENT
PRIME/SUPPLEMENT

WBK Engineering, LLC
City of DeKalb
Prime

DATE 02/10/20
OVERHEAD RATE 157.74%
COMPLEXITY FACTOR 0

ITEM	WORK HOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	In-House Direct Costs (D)	FIXED FEE * (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	TOTAL (B-G)	% OF GRAND TOTAL
Ph I Supplemental Survey	6	227.82	359.36	29.00	79.28			695.46	0.35%
Ph I Geotechnical Investigation and Reports	3	115.92	182.86	29.00	40.34		7,183.80	7,551.92	3.78%
Ph I Preliminary Design Study	24	1,064.35	1,678.91		370.39			3,113.65	1.56%
Ph I Permitting and Environmental Coordination	50	2,041.30	3,219.95		710.37			5,971.63	2.99%
Ph I Report and Activities	40	1,631.12	2,572.93		567.63			4,771.67	2.39%
Project Utility Coordination	17	742.50	1,171.22		258.39			2,172.12	1.09%
Ph I Meetings And Coordination	27	1,376.46	2,171.23	34.80	479.01			4,061.51	2.04%
Project Administration	64	3,165.62	4,993.45		1,101.64		4,691.51	13,952.22	6.99%
Ph II Roadway and Traffic Signal Plans	508	21,394.05	33,746.98		7,445.13			62,586.17	31.36%
Ph II Drainage Design	26	1,107.39	1,746.80		385.37			3,239.57	1.62%
PH II Quantity Calculations	58	2,634.49	4,155.65		916.80			7,706.95	3.86%
Ph II Specifications and Special Provisions	44	1,936.00	3,053.85		673.73			5,663.57	2.84%
Ph II Cost Estimates and Contract Time	10	489.13	771.56		170.22			1,430.91	0.72%
Ph II Permitting and Environmental Coordination	28	1,174.60	1,852.81		408.76		9,751.43	13,187.60	6.61%
Right-of-Way and Easement Acquisition	6	266.09	419.73		92.60		60,794.94	61,573.35	30.85%
Pre-Phase III & Phase III Activities	14	643.70	1,015.37		224.01			1,883.08	0.94%
TOTALS	925	40,010.57	63,112.67	92.80	13,923.68	0.00	82,421.68	199,561.39	100.00%

* FEE = 14.5%[DL + R(DL) + 1.4(DL) + IHDC] = 0.348(DL)

Peace Road at Fairview Drive

WBK Engineering, LLC
City of DeKalb
Prime

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Ph I Supplemental Survey			Ph I Geotechnical Investigation and F			Ph I Preliminary Design Study			Ph I Permitting and Environmental C			Ph I Report and Activities		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	77.12	18	1.95%	1.50															
Engineer VI	75.66	15	1.62%	1.23															
Engineer V	55.76	191	20.65%	11.51							8	33.33%	18.59	10	20.00%	11.15	8	20.00%	11.15
Engineer IV	38.64	497	53.73%	20.76	2	33.33%	12.88	3	100.00%	38.64	16	66.67%	25.76	18	36.00%	13.91	16	40.00%	15.46
Engineer III	35.41	0																	
Engineer II	33.93	0																	
Engineer I	27.96	0																	
Urban Planner VI	76.62	0																	
Urban Planner IV	45.09	0																	
Urban Planner III	33.93	0																	
ERS III	35.42	34	3.68%	1.30										18	36.00%	12.75	16	40.00%	14.17
Technician III	37.63	170	18.38%	6.92	4	66.67%	25.09							4	8.00%	3.01			
Administrative	33.44	0																	
TOTALS		925	100%	\$43.22	6	100.00%	\$37.97	3	100%	\$38.64	24	100%	\$44.35	50	100%	\$40.83	40	100%	\$40.78

AVERAGE HOURLY PROJECT RATES

FIRM
CLIENT
PRIME/SUPPLEMENT

WBK Engineering, LLC
City of DeKalb
Prime

DATE 02/10/20

SHEET 2 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Utility Coordination			Ph I Meetings And Coordination			Project Administration			Ph II Roadway and Traffic Signal Plan			Ph II Drainage Design			PH II Quantity Calculations		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	77.12							18	28.13%	21.69									
Engineer VI	75.66				9	33.33%	25.22										6	10.34%	7.83
Engineer V	55.76	5	29.41%	16.40							112	22.05%	12.29	6	23.08%	12.87	10	17.24%	9.61
Engineer IV	38.64	12	70.59%	27.28	18	66.67%	25.76	46	71.88%	27.77	244	48.03%	18.56	20	76.92%	29.72	42	72.41%	27.98
Engineer III	35.41																		
Engineer II	33.93																		
Engineer I	27.96																		
Urban Planner VI	76.62																		
Urban Planner IV	45.09																		
Urban Planner III	33.93																		
ERS III	35.42																		
Technician III	37.63										152	29.92%	11.26						
Administrative	33.44																		
TOTALS		17	100.00%	\$43.68	27	100%	\$50.98	64	100%	\$49.46	508	100%	\$42.11	26	100%	\$42.59	58	100%	\$45.42

AVERAGE HOURLY PROJECT RATES

FIRM
CLIENT
PRIME/SUPPLEMENT

WBK Engineering, LLC
City of DeKalb
Prime

DATE 02/10/20

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Ph II Specifications and Special Pro			Ph II Cost Estimates and Contract			Ph II Permitting and Environmental			Right-of-Way and Easement Acquis			Pre-Phase III & Phase III Activities					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	77.12																		
Engineer VI	75.66																		
Engineer V	55.76	12	27.27%	15.21	6	60.00%	33.46	6	21.43%	11.95	2	33.33%	18.59	6	42.86%	23.90			
Engineer IV	38.64	32	72.73%	28.10	4	40.00%	15.46	12	42.86%	16.56	4	66.67%	25.76	8	57.14%	22.08			
Engineer III	35.41																		
Engineer II	33.93																		
Engineer I	27.96																		
Urban Planner VI	76.62																		
Urban Planner IV	45.09																		
Urban Planner III	33.93																		
ERS III	35.42																		
Technician III	37.63							10	35.71%	13.44									
Administrative	33.44																		
TOTALS		44	100.00%	\$43.31	10	100%	\$48.91	28	100%	\$41.95	6	100%	\$44.35	14	100%	\$45.98	0	0%	\$0.00

Peace Road at Fairview Drive
SCOPE OF WORK
Patrick Engineering Inc.

Patrick proposes to perform the following scope of work for the intersection improvement of Peace Road and Fairview Drive in DeKalb, Illinois. The limits of our work are bounded by 500 feet along the existing roadway on all four legs and within the ROW.

Geotechnical Investigation and PSI

These two tasks will be performed jointly so as to achieve economies of scale. Following are the general scope items and assumptions.

1. Acquire right-of-way permit from the appropriate agencies to drill the borings in the shoulder of the existing roadways.
2. Clear underground utilities at the boring locations. Contact Illinois One-Call for the state-required underground public utility locates.
3. Mobilize to the site with the appropriate drilling equipment.
4. Advance eight (8) soil borings to a depth of 10 feet each for the geotechnical investigation and four (4) soil borings to a depth of 10 feet for the environmental investigation using an truck-mounted drill rig equipped with 3¼-inch I.D. hollow-stem augers (HSA) and an automatic Standard Penetration Test (SPT) hammer.
5. Terminate the soil borings if auger refusal is encountered before the proposed boring termination depths due to presence of boulders or other obstructions. Auger refusal is typically established when the augers can no longer be advanced through the subsurface strata. Rock coring is excluded from this proposal.
6. Perform standard penetration tests and collect soil samples at 2.5-foot intervals to a depth of 10 feet using a 2-inch O.D. split-spoon sampler per ASTM D 1586. Sampling interval may be adjusted in the field by Patrick's Field Engineer as necessary due to site conditions.
7. Collect photoionization detector (PID) readings from each soil sample collected for the environmental investigation. Perform field Rimac tests and pocket penetrometer tests when possible on each SPT sample collected for the geotechnical investigation.
8. Record groundwater depths during drilling and immediately following HSA removal. Groundwater depths will be referenced to the ground surface at each boring.
9. Backfill each boring with bentonite chips and soil cuttings upon completion of the sampling activities and measuring depth to groundwater.
10. The field exploration activities will be performed under the on-site supervision of Patrick's Field Engineer or Geologist who will collect representative samples for geotechnical and environmental laboratory testing; record the results of the field exploration activities, field-testing procedures; and log the subsurface conditions encountered in each borehole.
11. Geotechnical laboratory testing will consist of a maximum of thirty-two (32) moisture content tests, six (6) Atterberg limits, six (6) grain size and hydrometer tests, and six (6) AASHTO Classifications. Environmental laboratory testing will consist of four (4) samples for BTEX and PAHs (consistent with the diesel fuel release reported at this intersection).
12. Patrick will develop and submit a geotechnical summary report consistent with the requirements of the IDOT Geotechnical Manual and a Preliminary Site Investigation Report according to the standards found in the IDOT Bureau of Design and Environment (BDE) Manual.

Plats and Legals

Patrick will perform initial office research and field set-up for the boundary survey work. Field work will include boundary reconnaissance and identification of site improvements to be included on the plats of highway. Boundary analysis calculations will be performed and a final boundary analysis will be provided. Title commitments will be ordered and a title review performed. Geometry will be developed for the takes and plat sheets will be created. Corners will be staked. Legal descriptions will be prepared. All deliverables will be checked prior to submitting to IDOT for review and approval.

Coordination

Patrick staff will attend meetings with the City and others as requested to support the above project work.

Administration

Administration tasks include general project management, scheduling, and invoicing.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Patrick Engineering Inc.
PRIME/SUPPLEMENT Prime

DATE 02/10/20
PTB NO. n/a

CONTRACT TERM _____ MONTHS
START DATE _____
RAISE DATE _____

OVERHEAD RATE 142.53%
COMPLEXITY FACTOR 0
% OF RAISE _____

ESCALATION PER YEAR

1/0/1900				

=
= 0.0000

The total escalation for this project would be: 0.00%

PAYROLL RATES

FIRM NAME
Project
Project Number

Patrick Engineering, Inc.
Peace Road at Fairview Drive
TBD

ESCALATION FACTOR	0.00%
DATE	2/10/2020

[illegible]

Peace Road at Fairview Drive

		DATE	02/10/20
OVERHEAD RATE	142.53%		
COMPLEXITY FACTOR	0		

$$* \text{ FEE} = 14.5\%[\text{DL} + \text{R}(\text{DL}) + 1.4(\text{DL}) + \text{IHDC}] = 0.348(\text{DL})$$

Peace Road at Fairview Drive

Patrick Engineering, Inc.
City of DeKalb
Prime

SHEET 1 **OF** 1

PREPARED BY THE CONSULTANT

PROPOSAL FOR LAND ACQUISITION SERVICES

City of DeKalb

WBK Engineering, LLC



Peace Road
Intersection at
Fairview Drive

**Santacruz Land
Acquisitions**

222 Northfield Road · Suite 201
Northfield, IL 60093
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

1

EXECUTIVE SUMMARY

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the City of DeKalb, the Local Public Agency ("LPA") the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with land acquisition policies and procedures and FWA policies that effect the certification and funding of your project.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. Santacruz Land Acquisitions knows delays can impact the project budget, cause scheduling conflicts with potential contractors and affect other economic factors which govern the delivery of the overall infrastructure improvement program for the LPA.

Santacruz Land Acquisitions ("Santacruz") will work with the staff for the LPA and/or WBK Engineering, LLC, Engineer for the LPA, ("Consultant") to develop a land acquisition plan for the reconstruction of the intersection of Peace Road and Fairview Drive (the "Project") to assure that the goals are met.

Our solution is to assemble a team of industry leading right-of-way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

CRITICAL ISSUE 2: MANAGE THE RIGHT-OF-WAY PROCESS & RISKS

With over twenty-five years working on land acquisition projects, Santacruz Land Acquisitions understands the workload associated with this project and the level of performance the LPA is seeking with this engagement. As such, we have assembled a team of professionals with vast experience in delivering right-of-way services for IDOT, the Tollway and other such agencies on various infrastructure projects.

Equally important as the scheduled letting is the acquisition budget for the Project. Our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. At the same, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation so that the team can develop strategies on moving the land acquisition process forward.

Your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for a successful acquisition of the right-of-way.

Our solution is to compile extensive experience in law, real estate and civil engineering which gives us the ability to recognize issues and resolve them before they create bigger problems. Santacruz has over 25 years of providing right-of-way services including managing land acquisition projects of various sizes.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act. In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

Our solution is to apply our team's extensive collective decades of experience complying with federal and state laws and maximizing the team's knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to the clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs.

COMPENSATION

Santacruz shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **four (4)** projected parcels of right-of-way, is as follows:

APPRAISALS:	\$14,000.00.
REVIEW APPRAISALS:	\$6,000.00.
NEGOTIATIONS:	\$14,000.00.

As directed, **Santacruz** shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. **Santacruz** shall include **\$750.00** per parcel for these charges. **Santacruz** shall pay any such fees and charges in excess of the **\$750.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

In fulfillment of its project management responsibilities, **Santacruz** will attend and/or participate in up to four (4) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$38,000.00** as follows (per the pricing schedule in Exhibit 3.a.):

Land Acquisition Services	\$34,000.00
Project Management Services	\$1,000.00
Estimated Direct Billable Expenses	\$3,000.00

2

TECHNICAL APPROACH

Santacruz shall provide Right-of-Way Acquisition Services including, but not limited to:

- Project Management
- Appraisals
- Acquisition negotiations and settlements

In addition, as may be required in order to complete the processing of any parcel and subject to the approval in advance by the LPA, **Santacruz** can also provide specialty engineering reports and relocation assistance of displaced property owners. All services shall be performed at the direction of the LPA and in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act"), and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions agrees to perform the services as set forth herein. **This process has been the roadmap to many successful right-of-way projects. This Road Map will help us help you keep your project on schedule.**

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start after authorization to proceed from the LPA and IDOT (as may be necessary).

Task 2: Kick-off Meeting

Santacruz will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide **Santacruz** with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide **Santacruz** with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Introductory Notice to Owners

The appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal

The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. All appraisal work shall be completed within eight to ten weeks after commencement.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter-offer.

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised appraisals. Such requests may be pursuant to a separate work order.

Task 6: Review Appraisal

All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property have been considered in the appraisal.

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised reviews. Such requests may be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

Santacruz shall commence negotiations after approval by the LPA of the appraisals and the amount of just compensation to be offered to the property owner.

Before contacting the property owner, **Santacruz** will prepare and send the introductory letter to the property owner on the LPA's letterhead.

Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.

Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.

Santacruz will not have any authority to determine administrative settlements. **Santacruz** will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter-offer, **Santacruz** will prepare the necessary documentation for administrative settlement.

Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, **Santacruz** will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, **Santacruz** will cease negotiations on certain parcels until corrected information or further instruction is provided to **Santacruz**.

Upon successful negotiations with the property owner, **Santacruz** will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. **Santacruz** will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all

other documentation as required by the LPA and IDOT (as necessary).

Task 7: Project Management

Santacruz Land Acquisitions shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA.

The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments.

The Project Manager shall provide QA/QC oversight for this contract. Santacruz Land Acquisitions has a very strong commitment to QA/QC for all its projects. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz Land Acquisitions meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz Land Acquisitions reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

Condemnation Support

Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation.

In the event, after making every reasonable effort to contact and negotiate with a property owner,

Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. Santacruz brings over twenty-five years of right of way acquisition experience. Santacruz has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. We have also worked for numerous township and municipalities. Santacruz has years of experience handling some of the most complex land acquisition transactions.

The Santacruz staff includes two negotiators and two paralegals with years of experience in acquiring a variety of right-of-way parcels.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 and has grown to be one of the most dependable right-of-way negotiation firms in Illinois. Santacruz has been providing comprehensive right-of-way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.

3

EXHIBITS

- a. Pricing Schedule
- b. BEP Certification

Compensation for Services

Appraisal Services (per parcel)

Appraisals	\$3,500.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$4,000.00

Review Appraisal Services (per parcel)

Review Appraisals	\$1,500.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$2,000.00

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,500.00
Additional negotiations due to change in ownership or plans ¹	\$1,900.00 - \$3,500.00

Witness Services (if applicable)

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

¹ May requires supplemental work order.

BEP CERTIFICATION



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 18, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. J. Steve Santacruz
Santacruz Associates, Ltd.,
dba Santacruz Land Acquisitions
222 Northfield Rd., Ste. 201
Northfield, IL 60093

Dear Mr. Santacruz:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Santacruz Associates, Ltd., dba Santacruz Land Acquisitions and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Diane Cook Felton', with a small mark at the end of the signature.

E. Diane Cook Felton, Manager
DBE Certification Section
Bureau of Small Business Enterprises



Illinois Department of Transportation

Santacruz Associates, Ltd.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Ann L. Schneider
Acting Secretary
Illinois Department of Transportation

Carol Lyle
Bureau Chief
Bureau of Small Business Enterprises

Effective the 26th day of July 2011



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N Clark Street • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

December 5, 2014

Mr. J. Steve Santacruz, President
Santacruz Associates, Ltd.
2650 Valor Drive
Glenview, IL 60026

Dear Mr. Santacruz,

Cook County Board President Toni Preckwinkle and City of Chicago Mayor Rahm Emanuel have launched a reciprocal Minority and Women Business Enterprise initiative. This initiative will allow your business to be certified by either the County or City, and have that certification apply to both agencies. This combined effort by the County and City will lessen the financial burden and streamline the certification process by providing a "one stop shop" for MBE/WBEs interested in participating in County and City procurement opportunities.


Santacruz Associates, Ltd. is currently certified by the City of Chicago as a **MBE**.

This letter is to notify you that your designated Host Agency will be the City of Chicago and your M/WBE certification will be recognized for Cook County contracts, provided that your status with the City of Chicago's M/WBE Program remains in good standing. As such, you will no longer be required to submit your annual No Change Affidavit to Cook County Government.

Please note that if you are currently certified with the City of Chicago in a *non-construction* area i.e., professional services or goods, the County Code requires that you do not exceed 1.) the S.B.A. Size Standards and, 2.) Personal Net Worth standards of approximately \$2MM. If you are a non-construction firm and wish to participate as an MBE/WBE in an upcoming County contract, you must submit an affidavit regarding your Size and Personal Net Worth at the time of the bid. You can download the affidavit from www.cookcountyil.gov/contractcompliance.

If you have further questions and/or comments, please contact Lisa Alexander at 312-603-5513.

Sincerely,


Lisa Alexander
Deputy Director



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 03 2019

J. Steve Santacruz
Santacruz Associates, Ltd. dba Santacruz Land Acquisition
222 Northfield Rd., Suite 201
Northfield, IL 60093

Dear Mr. Santacruz:

We are pleased to inform you that **Santacruz Associates, Ltd. dba Santacruz Land Acquisition** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **1/15/2024**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **1/15/2020, 1/15/2021, 1/15/2022, and 1/15/2023**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

il 10

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

531390- Consultants, Real Estate (Except Appraisers), Offices

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews 
Chief Procurement Officer

SEA/fn



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

March 14, 2016

J Steve Santacruz
Santacruz Associates Ltd
2650 Valor Drive
Glenview, IL 60026-8058

Certification Term Expires: March 14, 2017

Dear Business Owner:

Re: MBE Recognition Certification Approval
(City of Chicago)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the City of Chicago's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the City of Chicago.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, REAL ESTATE

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,


Carlos Gutierrez
Certification Manager
Business Enterprise Program

(LS7MBE)

Exhibit B:

Fee Schedule



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 inapplicable:



A. Professional Liability / Malpractice: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) 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:

