

**RESOLUTION 2020-030**

**PASSED: MARCH 23, 2020**

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH  
ENGINEERING ENTERPRISES, INC. FOR ENGINEERING DESIGN OF  
LINCOLN HIGHWAY LANE RECONFIGURATION IN AN AMOUNT NOT  
TO EXCEED \$152,500.**

**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 must receive an Illinois Department of Transportation (IDOT) permit and approval for improvements along IL-38; 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 Downtown; and

**WHEREAS**, the City maintains relationships for services with several firms from a Qualification Based Selection process, among which are Engineering Enterprises, Inc.

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

**SECTION 1:** That the City Manager of the City of DeKalb, Illinois, be authorized and directed to enter into a Professional Service Agreement with Engineering Enterprises, Inc. Engineering for Design of Lincoln Highway Lane Reconfiguration, in an amount not to exceed \$152,500.

**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 23<sup>rd</sup> 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



**Lincoln Highway Lane Reconfiguration  
City of DeKalb, IL  
Professional Services Agreement - Design and Construction Engineering**

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment A. Preliminary and Design engineering for all roadways indicated on Attachment D will be provided; additionally, construction engineering will be provided for all roadways on Attachment D. All Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

**C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. Preliminary and Design Engineering will be paid for as a Lump Sum in the amount of \$152,500 and Construction Engineering will be paid for hourly at the actual rates for services to be performed, currently estimated at \$146,922. The hourly rates for this project are shown in Attachment E. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

For outside services provided by other firms or subconsultants, the City shall pay the ENGINEER the invoiced fee to the ENGINEER, plus 10%. Such outside services include, but are not limited to services to be provided by Rubino Engineering, Inc., DLZ and Huff and Huff, Inc (GZA Environmental). Direct Expenses are estimated to be \$51,300

**D. Changes in Rates of Compensation:**

When this contract extends beyond December 31, 2020, the contractor shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after January 1<sup>st</sup> of

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2021. In the event that any rate changes do occur, the new effective rates will not affect the established hourly not-to-exceed rate.

**E. Ownership of Records and Documents:**

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent 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. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

**F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in DeKalb, Illinois.

**G. Independent Contractor:**

ENGINEER 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 ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

**H. Certifications:**

**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).

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**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 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 Illinois Compiled Statutes 5/33E or similar law of another state.

**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.

**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.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 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

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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 is a: x United States Citizen \_\_\_ 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 (provided separately) and is doing business as a (check one): \_\_\_ Individual \_\_\_ Real Estate Agent \_\_\_ Sole Proprietorship \_\_\_ Government Entity \_\_\_ Partnership \_\_\_ Tax Exempt Organization (IRC 501(a) only) x Corporation \_\_\_ Not for Profit Corporation \_\_\_ Trust or Estate \_\_\_ Medical and Health Care Services Provider Corp.

**I. Indemnification:**

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance; Licensure, & Intellectual Property: shall be as in Exhibit F

~~The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)~~

**K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, 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

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manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

<b>Attachment A:</b>	Scope of Services
<b>Attachment B:</b>	Estimated Level of Effort and Associated Cost
<b>Attachment C:</b>	Anticipated Project Schedule
<b>Attachment D:</b>	Location Map
<b>Attachment E:</b>	2020 Standard Schedule of Charges

**L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk  
City of DeKalb  
200 S. 4<sup>th</sup> Street  
DeKalb, IL 60115

For the ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

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

Agreed to this 23<sup>rd</sup> day of March, 2020.

City of DeKalb:



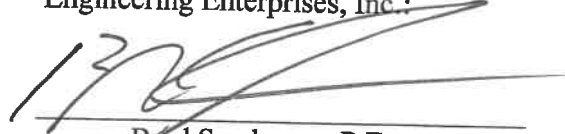
Bill Nicklas  
City Manager



Attest:

Ruth Scott  
Executive Assistant

Engineering Enterprises, Inc.:



Brad Sanderson, P.E.  
Chief Operating Officer/President



Joseph W. Cwynar, P.E.  
Senior Project Manager

**Lincoln Highway Lane Reconfiguration  
City of DeKalb, IL  
Professional Services Agreement – Preliminary, Design and Construction Engineering**

**Attachment A– Scope of Services**

**Preliminary Engineering**

- Project Management, Coordination and Meetings
  - Project Kickoff Meeting
    - Establish lines of communication.
    - Present a work plan for the project including schedule milestones, design criteria and a list of information needed from the City to begin design.
    - Acquire existing information from the City including previous reports, plans of recent development and relevant site information
  - IDOT Coordination
  - Project Management
  - Project Scheduling
- Survey and Data Collection
  - Perform Topographic Survey along Lincoln Highway, including the necessary survey along 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Streets.
  - Obtain, review and inventory roadway, right-of-way, ownership, soil data, etc.
- IDOT Permit
  - Obtain IDOT permits for the work.
- Traffic Study and Intersection Design Studies
  - Obtain traffic counts (DLZ)
  - Perform traffic study to ensure that both existing traffic and a 10-year design year projected ADT will not change the the Level of Service of the project corridor
    - Create a synchro model
  - Intersection Design Studies
- Environmental Survey Request (ESR)
  - Create ESR Map for Submittal to IDOT
  - Submit for Biological, Wetland, Historical and Cultural, and Special Waste Clearances from IDOT (Huff and Huff)
  - Preliminary Environmental Site Assessment (PESA)
  - Preliminary Site Investigation and CCDD (Huff and Huff)
  - 662 and 663 Forms
  - Calculate volumes of special waste to be disposed (EEI)
- Utility and IDOT Coordination
  - Perform Design and Construction J.U.L.I.E.
  - Obtain, review and inventory existing utility information to identify potential conflicts
  - Coordination with all public utilities and IDOT

**Design Engineering:**

- Project Management, Coordination and Meetings
  - Project Comment Review Meetings (2 Meetings – 1 at prefinal plans, 1 at final plans)
  - IDOT Coordination
  - Project Management
  - Project Scheduling
- Prefinal Plans, Specifications and Cost Estimates
  - Coordinate documentation for CCDD Management of soils.

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- Scope of Services*

- Coordinate with City Staff the final scope of improvements
- Develop prefinal plans including the following:
  - Title Sheet
  - General Notes
  - Summary of Quantities
  - Existing and Proposed Typical Sections
  - Schedule of Quantities
  - Alignment, Ties and Benchmarks
  - Plan and Profile (1"=20')
  - Traffic Control Typical Sections
  - Suggested Construction Staging Plans
  - Erosion and Sediment Control Plan (1"=20')
  - Drainage and Utilities Plan (1"=20')
  - Intersection Paving Plan (1"=20')
  - Pavement Marking, Lighting, Signing & Landscaping Plan (1"=20')
  - Project Details
  - City Details
  - District Three and IDOT Details
  - Cross Sections (@ 50 ft stations, 1"=10' horizontal, 1"=5' vertical)
- Prepare bid package, and ancillary documents, including:
  - BLR12200 – Local Public Agency Formal Contract Proposal
  - BLR12200 A – Schedule of Prices
  - BLR12230 - Bid Bond Form
  - BC57 - Affidavit of Availability
  - Index for Supplemental Specifications and Recurring Special Provisions
  - Check Sheet for Recurring Special Provisions
  - BLR11310 – Special Provisions
  - Bureau of Design and Environment Special Provisions/Check sheets
  - Prevailing Wage
- Special Provisions in IDOT format
  - Local Roads Special Provisions
  - District Three Special Provisions
  - City of DeKalb Provisions & Details
  - Status of Utilities
- Calculate Quantities and prepare prefinal Cost Estimate
  - Quantities to be organized by funding source (if necessary)
  - BDE 213 – Estimate of Cost
- Prepare BDE220A – Estimate of Time Required
- Submit prefinal plans to the utility companies as necessary
- Submit prefinal plans, estimate of cost, estimate of time and special provisions to the City of DeKalb and IDOT for review.
- Perform QC/QA review of prefinal plans, documents and cost estimate
- Prepare and provide disposition of comments to IDOT.
- Final Plans, Specifications and Cost Estimates
  - Update plans based on comments received on prefinal plans



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- Prepare and provide disposition of comments to IDOT.
  - Update summary of quantities, estimate of cost and estimate of time for final submittal.
  - Update special provisions for final submittal.
  - Submit final plans, estimate of cost, estimate of time and special provisions to the City of DeKalb, IDOT and utility companies.
  - Perform QC/QA review of prefinal plans, documents and cost estimate
- Bidding, Letting and Contracting
  - Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract
    - BLR12320 – Local Public Agency Formal Contract
    - BLR12321 – Contract Bond
    - Bid Tab
    - Contractor's Certificate of Eligibility
  - Provide all submittal plans to the City, IDOT and Utility Companies in 11" x 17" format and specifications in 8-1/2"x 11" format.

**Construction Engineering:**

- Phase III Pre-Construction Conference and Status Meetings
  - Attend the Pre-Construction Conference with the Contractor
  - Host construction status meetings with the City of DeKalb (6 meetings – Bi-Weekly)
- Phase III Project Management and Contract Administration
  - Review contractor's proposed construction schedule for compliance with contract. Submittals should be included on this schedule as well as all major subcontractors.
  - Set up all forms of proper project documentation.
  - Prepare minutes for all meetings and distribute to appropriate parties.
  - Project administration and management
- Phase III Observation and Documentation (Assumed approximately 3 working months at 50 hours/week)
  - Provide a full-time resident engineer and supplemental staff as needed for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents. Maintain site presence at all times when the contractor is working. Disapprove any work failing to conform to the contract documents and immediately inform City and IDOT representatives. Verify that there are no deviations from the contract documents unless authorized by City and IDOT representatives.
  - Daily documentation of work tasks and calculation of installed pay items
  - Maintain submittal log and check status to ensure timely approval.
  - Maintain orderly files of all relevant project documents so that they can be easily accessed
  - Monitor adherence to specifications
  - Gather material inspection and coordinate any required testing on behalf of the City
  - Provide guidance to the contractor when questions arise during construction
  - Perform quantity measurements to prepare pay estimates and change orders to review with contractor and submit to City.
  - Gather certified payrolls and waivers of lien
  - Maintain daily contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.

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Design and Construction Engineering  
- Scope of Services*

- Maintain daily contact with the utility companies and their contractors to monitor concurrence with proposed schedules.
- Monitor and enforce all OSHA safety regulations are followed by the consultant staff and sub-consultants.
- Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
- Monitor and document erosion control and ensure conformity with the plans and standards.
- Provide information to residents as required
- Perform punch list inspections with the City representative, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly, or as required based on onsite activities
- Material Testing
  - Provide Quality Assurance (QA) services in accordance with IDOT QC/QA practices and procedures (contractor will provide QC). Provide necessary coordination and qualified personnel to perform work for all materials. Obtain and test, asphalt, concrete, and aggregate samples to perform necessary testing to fulfill QA requirements. Reports shall be prepared in a timely manner and coordinated with QC data. The consultant shall fulfill the requirements as the QA manager. (Rubino)
  - Review testing data provided by Rubino.
- Closeout Paperwork
  - Prepare necessary closeout paperwork required by the City of DeKalb
  - ADA compliant paperwork.
- Record Drawings
  - Prepare record drawings.
  - Submit the drawings in a hard copy and digital form

**Items not included in the scope:**

- **Development of Plat and Legals – This task can be performed by EEI, however, the cost was not included due to lack of information. Once there is a determination on whether ROW or Easements will be required, EEI can provide an estimate for this work.**
- Design services by a landscape architect. Only basic landscaping will be provided.
- Any special aesthetic features or treatments.
- Proposed Drainage and Utility Design and Engineering. Minimum underground work expected.
- Existing lighting will be maintained. Poles will be removed and reset at their current spacing.
- Traffic signal design. It is assumed that the existing traffic signal systems will remain with minor adjustments.
- Pavement cores, soil borings or Geotechnical investigations.
- Pavement design. It is assumed that an approximate 2" layer of surface course will be applied to the existing asphalt surface.



**ATTACHMENT B**  
**ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST**  
 Lincoln Highway Lane Reconfiguration  
 City of DeKalb, IL



WORK ITEM NO.	WORK ITEM	ENTITY:		ENGINEERING					SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMML	COST PER ITEM								
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.											
														HOURLY RATE:			\$209	\$203	\$183	\$172	\$145	\$203	\$183	\$158
PRELIMINARY ENGINEERING																								
1.1	Preliminary Project Management, Coordination and Meetings		2		8		8		12							30	\$ 5,570							
1.2	Survey and Data Collection				4				8		12		18		36		78	\$ 14,170						
1.3	Traffic Study and Intersection Design Studies				2		36		40		82					40	200	\$ 31,564						
1.4	Preliminary Permitting				4						40					2	46	\$ 6,752						
1.5	Environmental Survey Request (ESR)				2				4		8				2	16	32	\$ 4,890						
1.6	Preliminary Utility and IDOT Coordination				4				8		8					2	22	\$ 3,488						
Preliminary Engineering Subtotal:				2		24		44		72		150		18		36	-	2	56	4	408		66,434	
DESIGN ENGINEERING																								
2.1	Design Project Management, Coordination and Meetings		2		20				20							8					50	\$ 9,078		
2.2	Prefinal Plans, Specifications and Estimates				24				60		127				40		107				358	\$ 55,442		
2.3	Final Plans, Specifications and Estimates				4				4		24				8		24				64	\$ 9,724		
2.4	IDOT Revisions and Dispositions		2		4				16		8										30	\$ 5,142		
2.5	Final Permitting				4				8											2	14	\$ 2,328		
2.6	Bidding, Letting and Contracting				2				12		12									2	28	\$ 4,350		
Final Engineering Subtotal:				4		58		-		120		171		-		-	-	48		139	4	544	\$ 86,064	
CONSTRUCTION ENGINEERING																								
3.1	Project Management & Contract Administration		4		16				30												50	\$ 9,244		
3.2	Pre-Construction Conference and Status Meetings				12				12		6										30	\$ 5,370		
3.3	Observation and Documentation								600		16										616	\$ 105,520		
3.4	Closeout Assistance								48												48	\$ 8,256		
3.5	Material Testing				4				16												20	\$ 3,564		
3.6	Record Drawings				4				44						36						84	\$ 14,968		
Construction Engineering Subtotal:				4		36		-		750		22		-		36		-	-	-	-	848	\$ 146,922	
PROJECT TOTAL:				10		118		44		942		193		18		72		-	50		195	8	1,000	\$ 299,426

DIRECT EXPENSES	
Printing =	\$ 1,000
Supplies & Misc. =	\$ 200
Vehicle =	\$ 4,450
Environmental/CCDD (Huff and Huff) =	\$ 27,500
Traffic Counts (DLZ) =	\$ 7,700
Material Testing (Rubino) =	\$ 10,450
<b>DIRECT EXPENSES =</b>	<b>\$ 51,300</b>

LABOR SUMMARY	
Engineering Expenses =	\$ 245,855
Surveying Expenses =	\$ 16,830
Drafting Expenses =	\$ 36,175
Administrative Expenses =	\$ 560
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 299,420</b>

<b>TOTAL EXPENSES =</b>	<b>\$ 350,720</b>
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City of DeKalb 10/12/2012 Lincoln Highway Lane Reconfiguration/Attachment B - Estimated Level of Effort/Labor Summary



# ATTACHMENT C - ANTICIPATED PROJECT SCHEDULE

Lincoln Highway Lane Reconfiguration

City of DeKalb, IL

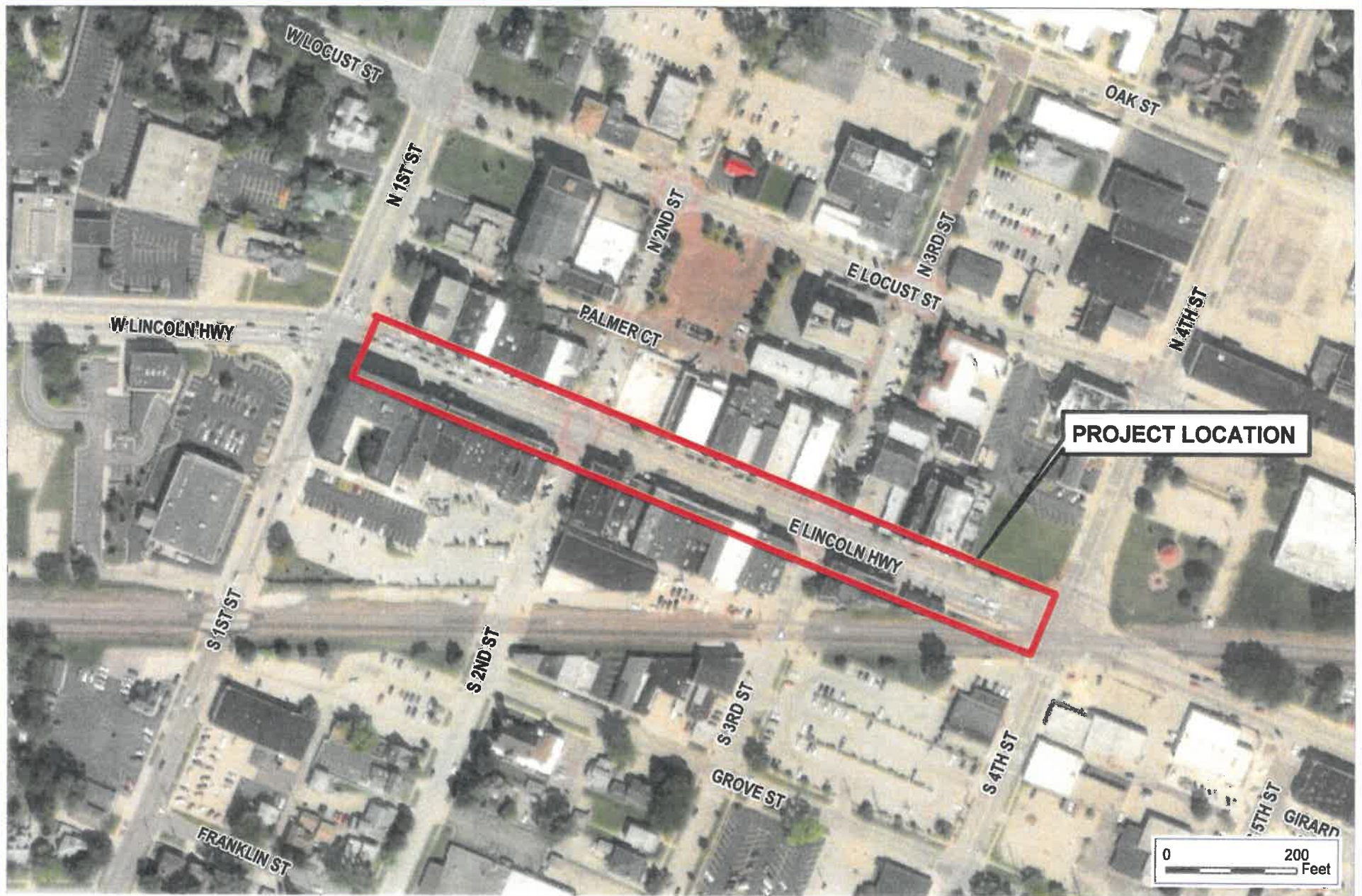
February 21, 2020



WORK ITEM NO.	WORK ITEM	Year:	2020												2021																					
		Month:	April		May		June		July		August		September		October		November		December		January		February		March		April		May		June		July		August	
		Week Starting:	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3		
PRELIMINARY ENGINEERING																																				
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3.4	Closeout Assistance																																			
3.5	Material Testing																																			
3.6	Record Drawings																																			

Legend			
	Project Management, QC/QA, Coord.		Preliminary
	Meeting(s)		Design Work Item
	Bidding and Contracting		Permitting
	City/IDOT Review		Construction





**Engineering Enterprises, Inc.**



52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
www.eeiweb.com

**CITY OF DEKALB**

200 S 4th St.  
DeKalb, IL 60115  
(815) 748-2000



DATE:	FEBRUARY 2020
PROJECT NO.:	DK1902
BY:	MJT
PATH:	H:\GIS\PUBLIC\DEKALB\DK1902
FILE:	DK1902_Attachment D.MXD

**LINCOLN HIGHWAY  
LANE RECONFIGURATION  
ATTACHMENT D**





## Standard Schedule of Charges

January 1, 2020

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$214.00
Principal	E-3	\$209.00
Senior Project Manager	E-2	\$203.00
Project Manager	E-1	\$183.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$172.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$160.00
Project Engineer/Planner/Surveyor	P-4	\$145.00
Senior Engineer/Planner/Surveyor	P-3	\$133.00
Engineer/Planner/Surveyor	P-2	\$121.00
Associate Engineer/Planner/Surveyor	P-1	\$109.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$145.00
Project Technician	T-4	\$133.00
Senior Technician	T-3	\$121.00
Technician	T-2	\$109.00
Associate Technician	T-1	\$ 96.00
GIS Technician	G-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

### VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00

## **Exhibit F:**

### **Insurance, Licensure, and Intellectual Property Requirements:**

The Contractor shall comply with all insurance requirements described herein 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.

#### **1. All Contractors and All Contracts.**

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).





**2. Certificates and General Conditions:**

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional *primary* insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days notice to the City. Any insurance maintained by the City shall be excess to such coverage provided by Contractor. Contractor shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City. Additional insured status shall be demonstrated with coverage equal to or greater than the ISO CG 20 10 form endorsement and shall provide coverage for bodily injury, property damage or other claims or damages caused in whole or in part by the acts or omissions of the Contractor and/or the City (as defined herein). Coverage shall be applicable both to ongoing and completed operations. The requirements applicable herein shall apply to the Contractor's underlying insurance policy (i.e. the certificate of insurance shall evidence coverage compliant with these terms on the Contractor's insurance policy, and the City shall be named as additional primary insured on such policy).

**3. Comprehensive General Liability Coverage Requirements.**

Unless this Section 3 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

**4. Automobile Insurance Coverage:**

Unless this Section 4 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

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

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

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

B. Errors & Omissions Insurance Coverage: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.





**6. Indemnification.**

The policy limits, availability or inavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

**7. Additional Insurance Requirements.**

Contractor shall also be required to provide the following insurance:

NoneApplicable





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Presidio 55 Shuman Blvd Naperville IL 60563	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 630-513-6600 <b>E-MAIL</b> Address: jarar@winesergi.com	<b>FAX</b> (A/C, No): 630-513-6399
<b>INSURED</b> Engineering Enterprises, Inc. 52 Wheeler Rd. Sugar Grove IL 60554	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Aspen American Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b> 43460

**COVERAGES**

CERTIFICATE NUMBER: 627754678

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AAAE100818-00	6/14/2019	6/14/2020	Aggregate Each Claim 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: DK1902 - Lincoln Highway Lane Reconfiguration.

**CERTIFICATE HOLDER****CANCELLATION**

City of Dekalb  
200 S. Fourth Street  
Dekalb IL 60115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Volkman Insurance Agency 161 S. Lincolnway, Suite 206 North Aurora, IL 60542	<b>CONTACT NAME:</b> Jeff Volkman <b>PHONE (A/C, No, Ext):</b> 630-897-8824 <b>E-MAIL ADDRESS:</b> jvolkmanins@gmail.com <b>FAX (A/C, No):</b> 630-897-1550
<b>INSURED</b> Engineering Enterprises, Inc. 52 Wheeler Road  Sugar Grove IL 60554	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: <b>NAIC #</b> 15350

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Primary & Non-Cont <input checked="" type="checkbox"/> Blanket Waiver of Subro. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		A482805 01	07/12/19	07/12/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A482805 01	07/12/19	07/12/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ Waived		A482805 01	07/12/19	07/12/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	A482810 01	07/12/19	07/12/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Job: DK1902 - Lincoln Highway Lane Reconfiguration

When required by written contract, the following will be afforded coverage for primary additional insured and waiver of subrogation for general liability per attached endorsement (WB1482):

City of DeKalb, 200 S. Fourth Street, DeKalb, IL 60115

**CERTIFICATE HOLDER****CANCELLATION**

City of DeKalb  
200 S. Fourth Street  
DeKalb, IL 60115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Engineering Enterprises, Inc

**Endorsement Effective Date:** 03-06-2019

### **SCHEDULE**

**Name of Person(s) or Organization(s):**

Any party for whom the insured is required to provide designated insured status.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I Covered Autos Coverages of the Auto Dealers Coverage Form.
- B.** The following is added to the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" shown in the schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any party with whom the insured agrees to waive subrogation in a written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – CONTRACTOR'S BLANKET**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

- B.** The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:
  - a. Your premises; or
  - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
  3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

- a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

**4. Other insurance**

**b. Excess insurance**

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage A. and Coverage B. to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

**Schedule**

IL - Any Party With Whom The Insured Agrees To Waive Subrogation In A Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07-12-2019  
Insured  
Engineering Enterprises, Inc  
Insurance Company

Policy No.  
A482810

Endorsement No.  
Premium Included

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)



# DeKalb Lincoln Hwy

Lane reduction/reconfiguration for several downtown DeKalb blocks of IL-38 (Linc Hwy)

Limits of  
Reconfig.

Limits of  
Reconfig.

Google Earth

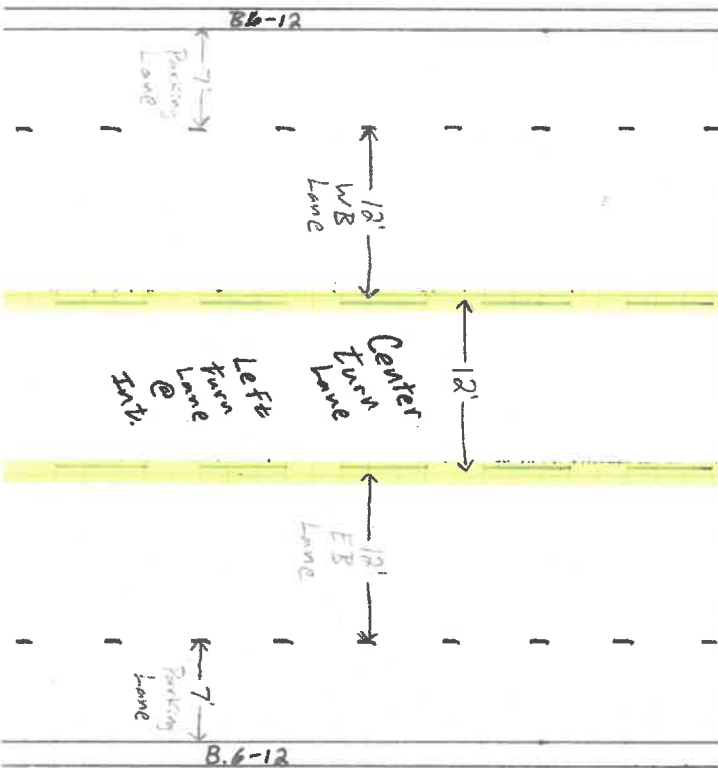
© 2018 Google

500 ft



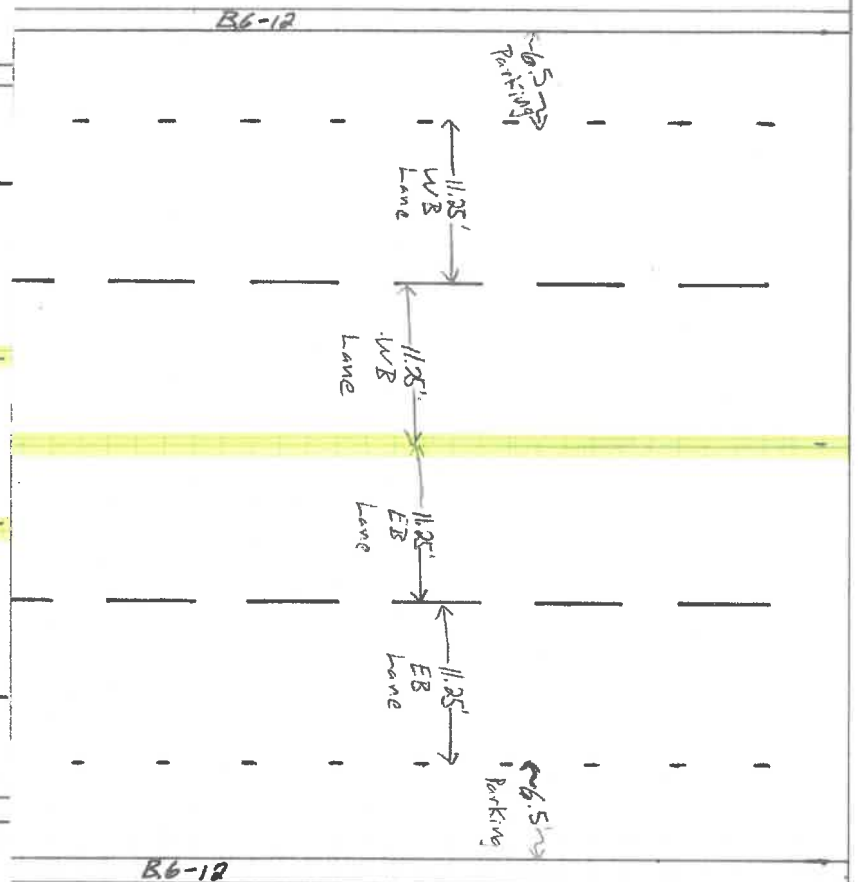


Expanded Sidewalk



Expanded Sidewalk

Sidewalk



Sidewalk

**Lincoln Hwy/IL-38 Lane Reconfiguration**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
1	Full Depth Pavement Removal	SY	1,700	\$12.00	\$20,400.00
2	Aggregate Base Course	SY	2,350	\$8.00	\$18,800.00
3	Erosion Control	LS	1	\$6,000.00	\$6,000.00
4	Comb Conc Curb and Gutter Removal	LF	2,500	\$27.00	\$67,500.00
5	PC Concrete Sidewalk, 5"	SF	21,000	\$10.00	\$210,000.00
6	HMA Surface	TN	970	\$71.00	\$68,870.00
7	Storm Sewer & Structures	LS	1	\$95,000.00	\$95,000.00
8	Comb Conc Curb and Gutter, Ty B-6.12	LF	2,500	\$40.00	\$100,000.00
9	Traffic Control and Protection	LS	1.00	\$22,000.00	\$22,000.00
10	Construction Layout	LS	1.00	\$12,000.00	\$12,000.00
11	Mobilization	LS	1.00	\$11,000.00	\$11,000.00
12	Striping & Signage	LS	1	\$15,000.00	\$15,000.00
13	Modify Existing Traffic Signals	LS	1	\$10,000.00	\$10,000.00

***Total Construction Costs***

**\$656,570.00**