

RESOLUTION 2022-040

PASSED: APRIL 25, 2022

AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH FEHR GRAHAM & ASSOCIATES, LLC FOR THE LINCOLN HIGHWAY LANE RECONFIGURATION IN AN AMOUNT NOT TO EXCEED \$124,925.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, Fehr Graham & Associates, LLC (Fehr Graham) submitted a proposal for the 2022 Lincoln Highway Lane Reconfiguration project with an estimated fee in an amount not to exceed \$124,925 in the form attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, morals and welfare; and

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

SECTION 1: The City's corporate authorities approve, authorize and direct the City Manager to execute the Agreement with Fehr Graham for engineering services for the 2022 Lincoln Highway Lane Reconfiguration project for a fee not to exceed \$124,925 in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, subject to such changes as may be acceptable to him.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that, to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 25th day of April 2022 and approved by me as Mayor on the same day. Passed by a 6-0-1-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic. Nay: None. Abstain: Barnes. Absent: Faivre.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

April 1, 2022

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

**Re: Proposal for Phase III Construction Engineering Services
Lincoln Highway (IL Route 38) Lane Reconfiguration Project: 1st Street to 4th Street**

Dear Mr. Gill,

Fehr Graham is pleased to provide you with a proposal for Phase III construction engineering services for the Lincoln Highway (IL Route 38, from 1st Street to 4th Street) lane reconfiguration project. Final PS&E, prepared by Engineering Enterprises Inc. (EEI), which will be approved by your office and permitted by Illinois Department of Transportation (IDOT), are expected to govern the project. The preliminary estimate of time provided by EEI has the project work completed in 75 working days (90 calendar days) and we understand that work will begin this fall and is scheduled to be completed by the end of the year.

SCOPE OF SERVICES

Fehr Graham will provide the following services for this project:

- » Detailed review of final PS&E
- » Attendance at pre-construction meeting
- » Review and approval of shop drawings and mix designs
- » The Resident Engineer will maintain a daily record of the contractor's activities throughout construction including sufficient information to permit the verification of the nature and cost of changes in plans and authorized extra work
- » Preparation and submission of partial and final payment estimates, change orders, records, and other reports/correspondence as requested by the City of DeKalb.
- » Punchlists and close out documentation for the project
- » Coordination and submittal of materials certifications to IDOT District 3 upon completion of the project
- » Materials testing services, including Hot-Mix Asphalt density testing for new roadway surface and PC Concrete Testing (Air, Slump, Strength for sidewalk, Americans with Disabilities Act Ramp Replacements)

EXCLUSIONS

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

- » This proposal assumes that IDOT oversight and involvement during construction is limited to review of materials Quality Assurance/Quality Control reporting and certifications upon the completion of construction. Fees do not include coordination and/or submittals to IDOT that would otherwise be required for a project funding with Motor Fuel Tax or Federal funding.
- » Construction staking and layout (currently identified as a bid item on the Schedule of Prices)
- » National Pollutant Discharge Elimination System erosion control inspections
- » Permitting with Union Pacific Railroad, other state/local agencies

SCHEDULE

All work is expected to be completed within your current budget year, with work concluding prior to December 31, 2022.

FEES

Fehr Graham will complete the scope of work on a time and materials basis for the estimated amount of \$124,925. The included manhours estimate provides a detailed estimate of the anticipated fees, which assumes the following:

- » Work substantially completed in 75 working days as per the provided Estimate of Time. A contingency of an additional 3% is included in the fee estimate should the contractor require additional time to complete the project.
- » Materials testing for PC Concrete and HMA pavement is assumed to full-time for 20 working days as per the provided Estimate of Time. Subconsultant invoices are marked up 15% for administrative and management costs.

Services rendered will be invoiced monthly until completion of the project.

AUTHORIZATION

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

Respectfully submitted,



Jason T. Stoll, PE

Principal/Branch Manager

Enc: Fehr Graham Manhour Estimate
BDE 220A Estimate of Time, Prepared by EEI Dated 3/29/2022

JTS:jjj



MANHOURS ESTIMATE, PHASE III ENGINEERING SERVICES
LINCOLN HIGHWAY LANE RECONFIGURATION PROJECT - 2021
CITY OF DEKALB, IL
4/1/2022

TASK	Principal In Charge	Project Engineer	Resident Engineer	Engineering Technician	CAD Technician	Project Coordinator	Project Assistant	Direct Expense (DE)	TOTAL TASK COST
Phase III Construction Engineering Services									
Detailed Review of Final PS&E			8						\$920.00
Pre-Construction Meeting		4	4				4		\$1,172.00
Shop Drawing, Mix Design Reviews		10					4		\$1,342.00
Full-Time Construction Observation (75 Working Days)		10	600						\$70,050.00
Daily Reports & Quantities			25						\$2,875.00
Pay Estimates			12			50			\$6,830.00
Punchlist & Closeout Documents			25						\$2,875.00
As-builts/Record Drawings			10		20				\$3,250.00
Materials Certification Submittal to IDOT District 3			16			10	4		\$3,222.00
Materials Testing (Estimate)								\$ 28,750.00	\$28,750.00
Contingency (3%)								\$ 3,638.58	\$3,638.58
Total Hours	0	24	700	0	20	60	12		816
Billing Rate Direct Wages	\$219.00	\$105.00	\$115.00	\$85.00	\$105.00	\$109.00	\$73.00		
Costs	\$0.00	\$2,520.00	\$80,500.00	\$0.00	\$2,100.00	\$6,540.00	\$876.00	\$32,388.58	\$124,924.58



Estimate of Time Required

Route FAP 347 (IL 38)
 Section _____
 County DeKalb
 Project Lincoln Hwy Lane Reconfiguration

Item	Unit		Quantity	Rate	Days	Days Not Affecting Time	Total Days Required
	(Check One)						
	<input checked="" type="checkbox"/> English	<input type="checkbox"/> Metric					
INLET FILTERS	EACH		19.0	30.00	1.00		1.00
AGGREGATE SUBGRADE IMPROVEMENT	CU YD		606.0	400.00	2.00		2.00
AGGREGATE BASE COURSE, TYPE B 4"	SQ YD		993.0	750.00	1.00		1.00
PREPARATION OF BASE	SQ YD		4,760.0	5,000.00	1.00		1.00
BITUMINOUS MATERIALS (TACK COAT)	POUND		2,145.0	5,000.00	1.00	1.00	0
LONGITUDINAL JOINT SEALANT	FOOT		1,832.0	1,500.00	1.00		
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON		548.0	500.00	1.00		1.00
DETECTABLE WARNINGS	SQ FT		285.0	250.00	1.00	1.00	0
PAVEMENT REMOVAL	SQ YD		921.0	1,500.00	1.00		1.00
COMBINATION CURB AND GUTTER REMOVAL	FOOT		1,736.0	1,000.00	2.00		2.00
SIDEWALK REMOVAL	SQ FT		2,929.0	2,000.00	1.00		1.00
CLASS D PATCHES, TYPE II, 6 INCH	SQ YD		6.0	125.00			0
CLASS D PATCHES, TYPE III, 6 INCH	SQ YD		20.0	125.00			0
SAW CUTS	FOOT		170.0	500.00			0
WATER VALVES TO BE ADJUSTED	EACH		3.0	5.00	1.00	1.00	0
INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EACH		10.0	5.00	2.00		2.00
FRAMES AND LIDS TO BE ADJUSTED	EACH		34.0	5.00	7.00		7.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT		1,820.0	750.00	2.00		2.00
MOBILIZATION	L SUM		1.0	1.00	1.00		1.00
THERMOPLASTIC PAVEMENT MARKING- LETTERS AND SYMBOLS	SQ FT		463.0	675.00	1.00		1.00
THERMOPLASTIC PAVEMENT MARKINGS	FOOT		7,154.0	120,000.00			0
RAISED REFLECTIVE PAVEMENT MARKER	EACH		34.0	150.00			0
PAVEMENT MARKING REMOVAL- WATER BLASTING	SQ FT		789.0	1,250.00	1.00		1.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT		206.0	250.00	1.00		1.00
UNDERGROUND CONDUIT, PVC, 1 1/2" DIA.	FOOT		361.0	250.00	2.00		2.00
PEDESTRIAN PUSH-BUTTON POST, TYPE I	EACH		20.0	8.00	3.00		3.00
TRENCH DRAIN	FOOT		56.0	20.00	3.00		3.00
BRICK PAVER REMOVAL AND REINSTALLATION, SPECIAL	SQ FT		7,731.0	750.00	10.00		10.00
BRICK PAVER REMOVAL	SQ FT		5,655.0	2,000.00	3.00		3.00
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT		4,320.0	1,000.00	4.00		4.00
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD		4,760.0	6,000.00	1.00		1.00
JUNCTION BOX TO BE ADJUSTED	EACH		23.0	5.00	5.00		5.00
HANDHOLE (SPECIAL)	EACH		22.0	5.00	4.00		4.00
HANDHOLE TO BE ADJUSTED	EACH		3.0	5.00	1.00		1.00
ACCESSIBLE PEDESTRIAN SIGNALS	EACH		20.0	8.00	3.00	3.00	0
PLANTER REMOVAL	L SUM		6.0	12.00	1.00	1.00	0
IMPRINTED THERMOPLASTIC CROSSWALK	SQ YD		297.0	200.00	1.00		1.00
BENCH REMOVAL	EACH		11.0	24.00			0
HIGH-EARLY STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT		4,173.0	1,000.00	4.00		4.00
COLORLED PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL	SQ FT		6,440.0	750.00	9.00		9.00
REMOVE AND REPLACE FRAME AND GRATES, SPECIAL	EACH		10.0	5.00	2.00		2.00
REMOVE TRASH RECEPTACLE	EACH		14.0	24.00	1.00	1.00	0
PROTECTION OF CONCRETE	L SUM		1.0	1.00	1.00	1.00	0
GAS VALVE TO BE ADJUSTED	EACH		30.0	10.00	3.00	3.00	0
CONSTRUCTION LAYOUT	L SUM		1.0	1.00	1.00	1.00	0
OPTIMIZE TRAFFIC SIGNAL SYSTEM	EACH		1.0	1.00	1.00	1.00	0
TEMPORARY TRAFFIC SIGNAL TIMING	EACH		2.0	2.00	1.00	1.00	0

Total Actual Working Days Required 75.00
 Calendar Days 90.00

Anticipated Start Date 5/3/2022

Anticipated Completion Date 8/1/2022

Printed 3/28/2022

Made by AJG Date 3/28/2022 Checked by RMS Date 3/29/2022
Regional Engineer

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Mr. Zachary Gill
City of DeKalb
164 E Lincoln Highway
DeKalb, IL 60115

815-748-2095

Description of Services:

City of DeKalb - Phase III Construction Engineering Services for Lincoln Highway Lane Reconfiguration, 1st to 4th Streets

Fehr Graham to conduct the scope of services as outlined in the proposal dated April 1, 2022, included herein.

COST: You will be billed on a time and material basis as per the annually established fee schedule.

The fee for performing the above services is estimated to be \$124,925.

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature

Name

Title

Date Accepted

CONSULTANT:

By

Name

Title

Date Proposed



Bill Nicklas

City manager

4-25-22



Jason T. Stoll, PE

Principal

April 1, 2022

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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