

AUTHORIZING AN AMENDMENT TO RESOLUTION 2021-089 THAT AWARDED A PROFESSIONAL SERVICES AGREEMENT TO JACOB & HEFNER ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING DURING THE GURLER ROAD AND ILLINOIS ROUTE 23 INTERSECTION IMPROVEMENTS TO AN INCREASED AMOUNT NOT TO EXCEED \$191,177.

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, the City's intersection improvements at Gurler Road and Route 23 (the "Improvements") require specialized engineering services; and

WHEREAS, the City previously retained Jacob & Hefner Associates, Inc. to perform the required engineering services for the Improvements pursuant to a professional services agreement (the "Agreement"); and

WHEREAS, the City's corporate authorities find that amending the Agreement pursuant to the provisions of this Resolution 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, direct and ratify the City Manager or City Engineer to enter into an amended Professional Service Agreement, in a form acceptable to the City Manager or City Engineer, with Jacob & Hefner Associates, Inc., for the Construction Engineering Services of Gurler Road and IL-23 Intersection Improvements, in an amount not to exceed \$191,177.

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, that this resolution shall supersede state law in that regard within 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 12th day of December 2022 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



JACOB & HEFNER ASSOCIATES, INC.
 ENGINEERS ~ SURVEYORS
 1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
 PHONE: (630) 652-4600
 FAX: (630) 652-4601

CHANGE ORDER

#1

ATTN

Zachary Gill

TO

City of DeKalb

1216 Market Street

DeKalb, IL 60115

DATE 28-Nov-22	JOB # D460n
PROJECT Roadway Improvements (23/Gurler)	
PURCHASE ORDER	
CONTRACT	

Description of Changes to Contract:

#	COST	DESCRIPTION
1	\$ 6,127.00	Four Additional Soil Borings for Signals and Drywell
2	\$ 11,000.00	Additional Construction Materials Testing by TSC (anticipated budget)
3	\$ 94,000.00	Additional Part-Time Resident Engineering Services (anticipated budget)
4	\$ 5,000.00	Approximate Reimbursable Expenses Budget

REMARKS:

Original Contract Sum.....	\$ 75,050.00
Net Change by Previously Authorized Change Orders.....	\$ -
Contract Sum prior to this Change Order.....	\$ 75,050.00
Amount of this Change Order.....	\$ 116,127.00
New Contract Sum.....	\$ 191,177.00

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance

Signature

[Signature] - 12-12-22

COPY TO: Project File

TRANSPORTATION · WATER RESOURCES · RESIDENTIAL · LAND DEVELOPMENT · MUNICIPAL · SURVEYING

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JACOB & HEFNER ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING DURING THE GURLER ROAD AND ILLINOIS ROUTE 23 INTERSECTION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$75,050.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which 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, the City's intersection improvements at Gurler Road and Route 23 and related State funding require specialized engineering inspection and administration requirements; and

WHEREAS, the City Engineer recommends the retention of Jacob & Hefner Associates, Inc. to perform the required engineering services; and

WHEREAS, the City's corporate authorities find that approving a professional service agreement with Jacob & Hefner Associates, Inc. to perform the engineering services during the intersection improvements at Gurler Road and Route 23 in an amount not to exceed \$75,050 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, direct and ratify the City Manager or City Engineer to enter into a Professional Service Agreement with Jacob & Hefner Associates, Inc. for Construction Engineering of Gurler Road and IL-23 Intersection Improvements, in an amount not to exceed \$75,050.

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, that this resolution shall supersede state law in that regard within 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 27th day of September 2021 and approved by me as Mayor on the same day. Passed by 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, Verbic, Faivre, Barnes. Nay: None. Absent: McAdams.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



JACOB & HEFNER
ASSOCIATES

1333 Butterfield, Suite 300
Downers Grove, Illinois 60515
P 630-652-4600
F 630-652-4601

September 7, 2021
Proposal 20.020_Phase 3

City of DeKalb
1216 Market Street
DeKalb, IL 60115

Attn: Mr. Zachary Gill
City Engineer

Re: Roadway Improvements at IL Route 23 and Gurler Road
Phase 3 Engineering Services
DeKalb, Illinois

Dear Mr. Gill,

Jacob & Hefner Associates, Inc. ("JHA") appreciates the opportunity to submit a proposal for Civil Engineering services for the above referenced project.

Roadway design has been completed under contracts with both Krusinski Construction Company and the City of DeKalb. JHA and the City of DeKalb have coordinated to finalize permitting and letting, so it is anticipated that the construction phase ("Phase 3") will begin imminently. Attachments "A" and "B" present our Scope of Services and Basis of Compensation for this project. Attachment "C" describes the Scope and Fees associated with our sub-consultants. Additional services requested will be billed on an hourly basis or by separate proposal. Reimbursable expenses are not included in our engineering fee and will be billed on the basis of actual cost times a factor of 1.10.

Thank you for the opportunity to be of continuing service to the City of DeKalb ("Client" or "City"). Please call, if you have any questions regarding our proposal.

Sincerely,
JACOB & HEFNER ASSOCIATES, INC.

Matthew J. Kramer, P.E.
Senior Project Manager

AGREED AND ACCEPTED:
CITY OF DEKALB

By: _____

Date: 9/28/2021



ATTACHMENT "A" SCOPE OF SERVICES

ROADWAY IMPROVEMENTS – PHASE 3 ENGINEERING:

1. **JHA Construction Administration** - JHA will check submittals for specification conformance and respond to RFI's during construction.
2. **Construction Phase Services by Kimley-Horn** - Kimley-Horn and Associates, Inc. ("Kimley-Horn") will provide the construction phase professional services for transportation engineering services regarding traffic signal design at the Illinois Route 23 and Gurler Road intersection. Attachment "C" describes the full scope of services by Kimley-Horn. The fee has been adjusted by a factor of 1.10, compared to the direct cost incurred by JHA.
3. **Part-Time Resident Engineering Services** - JHA will provide Resident Engineering services throughout the duration of construction. An Engineer from JHA will be on site for key milestones, as determined by the City Engineer, during construction of the improvements in order to document progress and to inspect the installation of the improvements. Daily or weekly reporting will be coordinated with the City of DeKalb. This task will also include coordination of any other consultants (materials testing, geotechnical, etc.) the City may have on the project in addition to the required weekly erosion control inspections and reporting pursuant to the project NPDES permit. Services will be billed at an hourly rate of \$135/hour, and the anticipated budget is based on 16 hours per week for 16 weeks.
4. **Construction Material Engineering by Testing Service Corporation** - Testing Service Corporation ("TSC") will conduct and interpret tests for the proposed improvements at the Illinois Route 23 and Gurler Road intersection. Attachment "C" describes the full scope of services by TSC. The fee has been adjusted by a factor of 1.10, compared to the direct cost incurred by JHA.
5. **Construction Layout by TBD** - If desired by the City of DeKalb, Jacob and Hefner will solicit proposal(s) for and engage a surveying firm to perform construction layout (a.k.a. construction staking) services for the improvements. An anticipated budget of \$12,500 has been included in this proposal. The fee from the surveying firm selected will be adjusted by a factor of 1.10 (compared to the direct cost incurred by JHA).



Services Excluded

The following services have not been included in the scope of work. Jacob & Hefner Associates can provide these services should they be desired either by separate proposal or on an hourly basis.

- Tree survey and tree preservation plans.
- ALTA Survey.
- Plat of Easement.
- Plat of Dedication.
- Electrical engineering including site & street lighting design.
- Design of power, gas, phone, or fiber optic lines.
- Structural engineering including any retaining walls over 2' in height.
- Direct costs for printing, overnight delivery, etc.
- Impact fees, review fees, permit fees.
- Landscape plans.
- Downstream drainage way hydraulic modeling.
- Floodplain and/or floodway modeling.
- Geotechnical engineering.
- Environmental studies and/or remediation.
- On-site public roadway design and/or permitting.
- Wetland delineation and/or permitting.
- Pavement cores of existing, adjacent roadways.
- Negotiating and/or platting for offsite easement and/or right-of-way acquisition.
- Revisions of improvements based on unforeseen conditions.



ATTACHMENT "B"

ROADWAY IMPROVEMENTS – PHASE 3 ENGINEERING:

1.	JHA Construction Administration	\$5,000	_____
2.	Construction Phase Services by Kimley-Horn	\$4,730	_____
3.	Part-Time Resident Engineering Services (budget)	\$34,560	_____
4.	Construction Material Engineering by TSC (budget)	\$18,260	_____
5.	Construction Layout by [TBD] (budget)	\$12,500	_____
Total Lump Sum Fee		\$75,050	



ATTACHMENT "C"

PROPOSAL FOR SERVICES BY KIMLEY-HORN ASSOCIATES, INC.

PROPOSAL FOR SERVICES BY TESTING SERVICE CORPORATION

Kimley»Horn

May 20, 2021

Mr. Matthew Kramer
Jacob & Hefner Associates, Inc.
1333 Butterfield Road, Suite 300
Downers Grove, Illinois 60515

Re: Agreement for Transportation Engineering Services
Illinois 23 & Gurler Road Traffic Signal Construction Support
DeKalb, Illinois

Dear Matthew:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Professional Services Agreement (the "Agreement") to Jacob & Hefner Associates, Inc. ("Client") for transportation engineering services regarding construction of the traffic signal at the Illinois Route 23 / Gurler Road intersection in DeKalb, Illinois.

Based on our discussion, understanding of anticipated project deliverables, and previous agency coordination, Kimley-Horn presents the following Scope of Services.

Scope of Services

Task 1 - Construction Phase

Kimley-Horn will provide bidding assistance, shop drawing review of traffic signal and lighting equipment (prior to IDOT review for ultimate approval), and RFI responses during the bid and construction phases. Additionally, Kimley-Horn will be available for up to two (2) meetings with IDOT, the project team, or other stakeholders. The total hours of Task 4 are not to exceed 20 hours. Any additional effort at the Client's request will be documented and billed as additional services on a time-and-materials basis at our then-current hourly rates.

Schedule

Due to the unknown nature of the construction schedule, a detailed schedule for this scope of services cannot be completed at this time. Kimley-Horn will work with the Client as needed to meet mutually agreed-upon schedules as bidding and construction activities occur. Any delays (due to inclement weather or the actions of others beyond Kimley-Horn's control) will be communicated to the Client immediately should they impact the proposed schedule.

Fee and Expenses

Kimley-Horn will perform the Scope of Services identified above (Tasks 1) for a total lump sum fee of \$4,300. The Lump Sum fee includes all labor and direct expenses related to the work items described herein. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice.

Any Additional Services will be performed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses, will be billed at 1.15 times cost.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Jacob & Hefner Associates, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail, if requested. Please provide the following information for our use in submitting invoices for Kimley-Horn's work on this project:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the space provided below and return a copy to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Tim Sjogren, P.E., PTOE
Associate



By: Emma Albers, P.E., PTOE
Project Manager

Accepted By:

Jacob & Hefner Associates, Inc.

By:

(Date)

(Print or Type Name)

(Email Address)

KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.

(d) Arrange for access to the site and other property as required for the Consultant to provide its services.

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.

(g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) Use of Documents. All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) Hazardous Substances and Conditions. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written

document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Local Office:

650 N. Peace Road, Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

May 18, 2021

Mr. Robert Gilbert
Jacob & Hefner Associates, Inc.
1333 Butterfield Road, Suite 300
Downers Grove, Illinois 60515

RE: P.N. 67,039
Construction Material Engineering
Intersection Improvements
Illinois Route 23 (Peace Road) and Gurler Road
DeKalb County, Illinois

Dear Mr. Gilbert:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Jacob & Hefner Associates, Inc.

TSC has prepared a Report of Soils Exploration for this project. The Report bears our project number L-92,367.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Assurance Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Assurance Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Assurance Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.

- **Laboratory**
 - Perform laboratory compaction curve for each soil type used.
 - Determine density and thickness for core samples submitted by contractor.
 - Aggregate gradation and soundness analysis.
 - Perform compressive and flexural strength tests for concrete cylinders and beams.
 - Other tests, as required.
- **QA Manager Services**
 - Review test results performed by our technicians in accordance with IDOT specification
 - Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes
 - Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Sixteen Thousand Six Hundred Dollars (\$16,600.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Jacob & Hefner Associates, Inc. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2021.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Intersection Improvements - DeKalb County, Illinois
P.N. 67,039 - May 18, 2021

Mr. Robert Gilbert
Jacob & Hefner Associates, Inc.
1333 Butterfield Road, Suite 300
Downers Grove, Illinois 60515

Phone: 630.652.4669
Cell: 309.360.3870
email: rgilbert@jacobandhefner.com

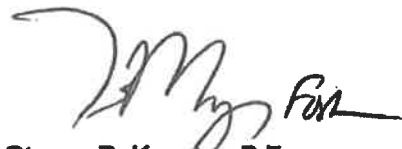
When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION

Prepared by:



Steven R. Koester, P.E.
Vice President



Timothy M. Muszynsky, P.E.
DeKalb CME Manager

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

A. Material Tester I	Per Hour:	\$ 110.00
B. Material Tester II	Per Hour:	\$ 112.00
C. Transportation, Light Vehicle	Per Trip:	\$ 50.00

The time is portal-to-portal from the office servicing the project.
Increase hourly rate by 1.5 for over 8.0 hours per day or Saturday .
Increase hourly rate by 1.7 for Sunday or Holiday work.
The minimum trip charge for 0 to 4 hours is four (4) hours and for
4 to 8 hours is eight (8) hours Monday through Friday and eight (8)
hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced
at the Graduate Engineer Rate.

D. Use of Nuclear Moisture/Density Gauge	Per Day:	\$ 50.00
E. Pickup Concrete Test Samples		
1. Fewer than 20 Cylinders at Grade Level	Per Trip:	\$ 100.00
2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beams	Per Trip:	\$ 150.00
F. Structural Steel Test Equipment		
1. Ultrasonic Flaw Detector	Per Day:	\$ 50.00
2. Magnetic Particle Yoke	Per Day:	\$ 35.00
G. Fire-Proofing		
1. Cohesion Test Supplies	Per Day:	\$ 60.00
2. Density Test	Each:	\$ 45.00

ITEM II LABORATORY SERVICES

A. Soils		
1. Compaction Curve to establish the Maximum Dry Unit weight and optimum water content		
a. Modified (AASHTO T180, ASTM D1557)	Each:	\$ 210.00
b. Standard(AASHTO T99, ASTM D698)	Each:	\$ 200.00
c. Add for Methods B, C, or D	Each:	\$ 20.00

2. Thin-Walled Tube Samples
 - a. Combined Water Content & Dry Unit Weight Determination Each: \$ 20.00
 - b. Unconfined Compressive Strength Each: \$ 20.00

B. Portland Cement Concrete/Aggregates

1. Concrete Test Cylinders (4"x8")
 - a. Compressive Strength Each: \$ 16.00
 - b. Spares/Handling Charge Each: \$ 16.00
 - c. Trim End of Specimen When Necessary Additional: \$ 10.00
2. Concrete Test Cylinders (6"x12")
 - a. Compressive Strength Each: \$ 19.00
 - b. Spares/Handling Charge Each: \$ 19.00
 - c. Trim End of Specimen When Necessary Additional: \$ 10.00
3. Concrete Beams for Flexural Strength Testing Each: \$ 50.00
4. Mortar Cubes
 - a. Compressive Strength Each: \$ 19.00
 - b. 2" Cube Mold Per Day: \$ 8.00
5. Contractor Made Cylinders Each: \$ 30.00
 - a. Trim End of Specimen When Necessary Additional: \$ 10.00
6. Evaluation of Mortars for Plain & Reinforced Masonry
 - a. Pre-Construction Each: \$ 350.00
 - b. Cement/Aggregate Ratio Each: \$ 50.00
7. Masonry Block Prisms Each: \$ 50.00
8. Sieve Analysis
 - a. Washed w/200 Sieve Each: \$ 100.00
 - b. Unwashed Each: \$ 75.00

C. Bituminous Concrete

1. Extraction Analysis
 - a. Unwashed Each: \$ 210.00
 - b. Washed Each: \$ 230.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test Set of Two \$ 210.00
3. Theoretical Maximum Specific Gravity of Paving Mixture Each: \$ 100.00
4. Determining Asphalt Content by Ignition Oven: Each: \$ 110.00

5. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 200.00
6. Bulk Density of Core Specimens	Each:	\$ 50.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 200.00
B. Registered Professional Engineer	Per Hour:	\$ 175.00
C. Graduate Civil Engineer	Per Hour:	\$ 150.00
D. Daily Engineering Services	Per Hour:	\$ 150.00
D. Transportation		
1. Light Vehicle	Trip Charge:	\$ 50.00
2. Light Vehicle (Over 100 miles round trip)	Per Mile:	\$ 0.60
3. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2021.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by Jacob & Hefner Associates, Inc., and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Earth Excavation/Aggregate Base Course/Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	48.0	112.00	\$ 5,376.00
2	Material Tester II, Overtime	Hour	0.0	168.00	\$ 0.00
3	Travel, Light Vehicle	Trip	12	50.00	\$ 600.00
4	Nuclear Moisture Density Gauge	Day	12	50.00	\$ 600.00
5	Soil, Water Content and Dry Unit Weight Determination	Each	8	20.00	\$ 160.00
6	Laboratory Compaction Curve (Standard)	Each	2	200.00	\$ 400.00
7	Sieve Analysis, Aggregate	Each	0	100.00	\$ 0.00
Sub-Total:					\$ 7,136.00

Estimate Basis: Twelve (12) days at 4-hours to observe existing soil conditions for lane widening and to test compaction and observe proof rolls of new fill and aggregate subbase and base courses. It is assumed that trench backfill in structural areas will utilize an open-graded crushed stone (such as IDOT CA-7) and will not require compaction testing.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	16.0	110.00	\$ 1,760.00
2	Material Tester I, Overtime	Hour	0.0	165.00	\$ 0.00
3	Travel, Light Vehicle	Trip	4	50.00	\$ 200.00
4	Pickup Test Samples	Each	4	100.00	\$ 400.00
5	Concrete Test Cylinders (6"x 12")	Each	16	19.00	\$ 304.00
6	Concrete Test Cylinders (4"x 8")	Each	0	16.00	\$ 0.00
7	Sieve Analysis, Aggregate	Each	0	100.00	\$ 0.00
Sub-Total:					\$ 2,664.00

Estimate Basis: Four (4) days at 4 hours to test P.C. concrete placed for traffic signal mast arm foundations. Assume 1 set of 4 cylinders cast per visit.

Intersection Improvements - DeKalb County, Illinois
P.N. 67,039 - May 18, 2021

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	32.0	110.00	\$ 3,520.00
2	Material Tester I, Overtime	Hour	0.0	165.00	\$ 0.00
3	Travel, Light Vehicle	Trip	8	50.00	\$ 400.00
4	Pickup Test Samples	Each	0	100.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	8	50.00	\$ 400.00
6	Bituminous Concrete Extraction Analysis	Each	0	210.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	0	210.00	\$ 0.00
8	Density of Core Sample	Each	0	50.00	\$ 0.00
Sub-Total:					\$ 4,320.00

Estimate Basis: Eight (8) days at 4 hours to observe and test Hot-Mix Asphalt (HMA) placed for road widenings and re-surfacing.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	14.0	175.00	\$ 2,450.00
2	QA Manager	Hour	0	150.00	\$ 0.00
Sub-Total:					\$ 2,450.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 16,570.00

RECOMMENDED BUDGET: \$ 16,600.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days of the date of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597

September 24, 2020

Mr. Zachary Gill
Dekalb City Engineer
1216 Market Street
Dekalb, IL 60115

Dear Mr. Gill:

Thank you for your application requesting Economic Development Program (EDP) funding for roadway improvements of the intersection of Interstate 23 and Gurler Road for a total of approximately 2,500 lineal feet. The City of Dekalb is sponsoring Ferrara Candy Company which is a candy manufacturing company. Ferrara Candy Company agrees to retain 150 full-time employees. This will help maintain a strong economic employment base for the City of Dekalb and Dekalb County.

The Illinois Department of Transportation (IDOT) is pleased to inform you that IDOT will provide EDP funding for improvements on the above roadways in Dekalb County for a total amount not to exceed \$1,488,848.35. Funding includes eligible roadway engineering, contingencies and construction costs. The City of Dekalb's required local match is \$120,717.75. Enclosed is an EDP project Summary which provides a detailed description of this commitment and the employee reporting responsibilities.

Please contact Masood Ahmad, IDOT's District Three Acting Local Roads and Streets Engineer at (815) 434-8426 to formulate a state/local joint agreement. Please note that the joint agreement must be fully executed prior to advertisement of this project for engineering or construction. Failure to do so may jeopardize IDOT's ability to reimburse the City of Dekalb for eligible expenses. It is also the responsibility of the City of Dekalb to notify IDOT of any changes in the status of this company. If the company fails to expand at its site, IDOT should be notified by the City of Dekalb.

If you have any questions or need additional information, please contact Ms. Tracinda Sisk, Bureau Chief of Programming, located at 2300 South Dirksen Parkway, Springfield, Illinois 62764, by telephone (217) 782-2755.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Omer M. Osman'.

Omer M. Osman, P.E.
Acting Secretary

Enclosures

Location: City of Dekalb, Illinois
Companies: Ferrara Candy Company
Project Sponsor: City of Dekalb, Illinois

State Funding

The Illinois Department of Transportation (DEPARTMENT) will provide funding for eligible roadway-related items for improvements to serve the above-mentioned company. Funding will include preliminary engineering, construction, construction engineering and contingencies in an amount up to but not exceeding \$1,488,848.35 from the Economic Development Program (EDP).

These improvements must be constructed to State Motor Fuel Tax standards. All necessary land acquisition or building demolition to improve this roadway will be the responsibility of the City of Dekalb, IL. All EDP commitments are capped and for this project, the EDP funding cap is \$1,488,848.35. Dekalb's matching funds are \$120,717.75

Public Act 93-552

The department is required to comply with Public Act 93-552, the Corporate Accountability for Tax Expenditures Act. The act requires any recipient business which is the intended beneficiary of EDP assistance submit an initial report stating that business's commitment to specific employment levels and to subsequently report the progress of the development and specified employment commitments for the project on an annual basis.

The company will be required to fill out an annual Reporting Form for five full calendar years after the execution date of the local Intergovernmental agreement. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. For the purpose of the EDP, Ferrara Candy Company is advised to enter into agreement with the City of Dekalb to ensure that these reporting requirements are fulfilled for their commitment of 150 retained full-time positions.

EDP Payback Provision

The commitment of EDP funds is contingent upon the fulfillment of the commitments to business investments and job creation/retention represented to the DEPARTMENT by the City of Dekalb and the recipient business. Any substantial modifications to these commitments, change in location of this facility or the failure of the business to make firm obligation to this site will cause the DEPARTMENT's commitment to be reevaluated.

The employment levels committed to by Ferrara Candy Company must be created within and retained over the five-year reporting period required by Public Act 93-552. If these commitments are not met, the DEPARTMENT will review the project funding provided to the City of Dekalb. If reasonable justification for non-performance of the commitments is not provided, the county will be required to repay the EDP funding (\$1,488,848.35) to the DEPARTMENT in total or an appropriate pro rata sum commensurate with the circumstances of the situation.

Illinois Department of Transportation ESTIMATE OF COST	Route:	IL-23
	County:	DeKalb
	Local Agency:	City of DeKalb
	Section:	T&D

Location: Intersection of IL-23 and Guder Road

Item No.	Items	Unit	EDP FUNDED 50%			EDP FUNDED 100%		
			Quantity	Unit Price	Total	Quantity	Unit Price	Total
1	Earth Excavation	CU YD	1125	\$20.00	\$22,500.00	6375	\$20.00	\$127,500.00
2	Grading and Shaping Ditches	Foot	847.5	\$8.00	\$6,780.00	4802.5	\$8.00	\$38,420.00
3	Seeding and Erosion Control	L SUM	0.15	\$35,000.00	\$5,250.00	0.85	\$35,000.00	\$29,750.00
4	Aggregate Base/Granular Sub-Base	SQ YD	1177.5	\$15.00	\$17,662.50	6572.5	\$15.00	\$100,087.50
5	Leveling Binder & Tack Coat	SQ YD	1695	\$7.00	\$11,865.00	9605	\$7.00	\$67,235.00
6	Hot-Mix Asphalt Binder Course, IL-19.0, N50	TON	540	\$75.00	\$40,500.00	3060	\$75.00	\$229,500.00
7	Hot-Mix Asphalt Surface Course, Mix "D", N70	TON	132.45	\$85.00	\$11,258.25	750.55	\$85.00	\$63,796.75
8	Pavement Edging and Removal	SQ YD	1125	\$8.00	\$9,000.00	6375	\$8.00	\$51,000.00
9	Aggregate Shoulders, Type B, 6"	SQ YD	213.75	\$15.00	\$3,206.25	1211.25	\$15.00	\$18,168.75
10	Thermoplastic Pavement Marking	FOOT	2968	\$2.50	\$7,420.00	14835	\$2.50	\$37,087.50
	Signal Installation, Complete	LS	0.15	\$275,000.00	\$41,250.00	0.85	\$275,000.00	\$233,750.00
11	Traffic Control and Protection	L SUM	0.15	\$60,000.00	\$9,000.00	0.85	\$60,000.00	\$51,000.00
12	Reflective Crack Control	SQ YD	1695	\$4.00	\$6,780.00	9605	\$4.00	\$38,420.00
13	Culverts/Structures/Storm Sewer	L SUM	0.15	\$100,000.00	\$15,000.00	0.85	\$100,000.00	\$85,000.00
14	Mobilization	L SUM	0.15	\$95,300.10	\$14,295.02	0.85	\$95,300.10	\$81,005.09
Total Estimated Construction Cost					\$218,509.52			\$1,238,220.59
DESIGN ENGINEERING					\$8,250.00			\$48,750.00
CONSTRUCTION ENGINEERING					\$10,926.00			\$61,910.00
INTERSECTION DESIGN STUDY					\$0.00			\$0.00
CONSTRUCTION STAKING					\$3,750.00			\$21,250.00
Total Estimated Cost					\$241,435.52			\$1,369,880.59

Made by ZAG Date: 9/1/20
Checked by
18201 BLR5730.xls

EPD TOTAL \$1,488,842.38
LA/PV TOTAL \$120,717.76



Illinois Department of Transportation

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

R2021-089

August 18, 2021

RECEIVED

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

City of DeKalb

EDP
City of DeKalb
Section No. 20-00197-00-WR

Dear Ms. Scott:

The Plans, Specifications, Estimate of Construction Costs, and the Contract Proposal for this improvement were approved by the department on August 18, 2021.

Please submit BLR 10100, Motor Fuel Tax Certification/Project Status, and BLR 12310, Computer Data for Contractors Bulletin, prior to advertisement.

Please be reminded that in order to have a project processed by the department, a fully executed contract must be submitted for our approval prior to beginning work, along with the Contractor's Certificate of Eligibility.

The name of your QA Manager must be forwarded to this office prior to work commencing in accordance with the Local Agency HMA QC/QA Procedures (Circular Letter 00-11).

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

Sincerely,

Masood Ahmad, P.E.
Region Two Engineer

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

Enclosure

cc: Zachary Gill, P.E. City Engineer
Emma Albers, P.E., PTOE, Kimley-Horn and Associates, Inc.
Mike Short (w/out enclosure)



COVER SHEET

Proposal Submitted By:			
Contractor's Name			
<div></div>			
Contractor's Address		City	State Zip Code
<div></div>		<div></div>	<div></div>

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	20-00197-00-WR
Route(s) (Street/Road Name)		Type of Funds
IL Route 23 and Gurler Road		EDP and Local
<input type="checkbox"/> Proposal Only <input type="checkbox"/> Proposal and Plans <input checked="" type="checkbox"/> Proposal only, plans are separate		

Submitted/Approved
For Local Public Agency:

For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature	Date
<div></div>	<div></div>
Submitted/Approved	
County Engineer/Superintendent of Highways	Date
<div></div>	<div></div>

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
<div></div>	8-13-21
Official Title	
City Engineer	

Department of Transportation	
Released for bid based on limited review	
Regional Engineer Signature	Date
<div></div>	8/18/2021

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

