

RESOLUTION 13-02

Passed: January 14, 2013

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN ENGINEERING AGREEMENT WITH HAMPTON, LENZINI AND RENWICK, INC. FOR ENGINEERING DESIGN SERVICES FOR THE WATER MAIN REPLACEMENT PROJECT ON SOUTH FIRST STREET.

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

Section 1. That the Mayor of the City of DeKalb be authorized and directed to sign an Engineering Agreement with Hampton, Lenzini and Renwick, Inc. for engineering design services for the water main project on South First Street between West Taylor and Lincoln Highway, subject to any changes acceptable to the Mayor with the advice of the City Manager in an amount not to exceed Fifty-eight thousand, eight-hundred, ninety-four dollars and no/100 (\$58,894.00), a copy of which is attached hereto and made a part hereof as Exhibit "A," subject to such changes as shall be acceptable to the Mayor with the advice of the City Manager.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 14th day of January, 2013 and approved by me as Mayor on the same day. Roll call vote 7-0-1. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, O'Leary, Povlsen. Absent: Baker.

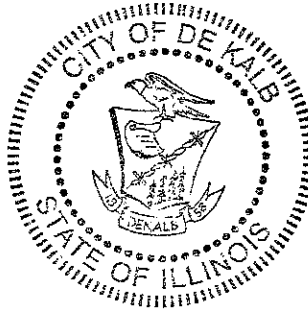
ATTEST:



DIANE K. WRIGHT, City Clerk



KRIS POVLSEN, Mayor





CITY CLERK FILES:
Number: Res 13-02
Date: 1/14/13

Hampton, Lenzini and Renwick, Inc.
Civil Engineering • Structural Engineering • Environmental Services • Land Surveying
www.hirengineering.com

January 9, 2013

Mr. Joel C. Maurer, P.E.
Assistant Public Works Director
City of DeKalb
223 S. Fourth Street, Suite A
DeKalb, Illinois 60115

Re: South First Street Water Main Replacement

Dear Mr. Maurer:

We prepared this letter to serve as the agreement between the City of DeKalb (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for surveying and engineering design services requested relative to the South First Street Water Main Replacement project.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit B, appended hereto.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

All of the above services shall be in conformance with the requirements of your letter of December 13, 2012, relative to this project.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the available utility atlases relative to the above-described project.

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

1335 Lakeside Drive, Unit 4
Romeoville, Illinois 60446
Tel. 847.997.1211

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COMPENSATION

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

<u>Employee Classification</u>	<u>2013 Hourly Rate</u>
Principal	\$158.00
Engineer Specialist	148.00
Engineer 9	143.00
Engineer 8	136.00
Engineer 7	127.00
Engineer 6	114.00
Engineer 5	103.00
Engineer 4	100.00
Engineer 3	95.00
Engineer 2	85.00
Engineer 1	74.00
Technician 7	102.00
Technician 6	88.00
Technician 5	80.50
Technician 4	69.00
Technician 3	63.00
Technician 2	55.50
Technician 1	41.00
Clerical 2	71.00
Clerical 1	48.00
Accountant	77.00

These rates will remain in effect through December 31, 2013. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2014.

Billing Terms

The cost to perform the services listed in Exhibit A will not exceed \$57,262. Any additional services requested by the Client beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost.

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

Payment Terms

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all

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disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses.

GENERAL TERMS AND CONDITIONS

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name: Joel C. Maurer, P.E.
Title: Assistant Public Works Director
Address: 223 South Fourth Street, Suite A, DeKalb, Illinois 60115
Office Phone: 815.748.2070
E-mail: joel.maurer@cityofdekalb.com

For the Consultant:

Name: Christopher McClure
Title: Principal in Charge
Address: 380 Shepard Drive, Elgin, Illinois 60123
Office Phone: 847.697.6700
Cell Phone: 847.363.1927
E-mail: cmcclure@hlreng.com

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Opinions of Probable Construction Cost (Engineer's Estimate)

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are

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made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Certifications

Employment Status. The Consultant hereby certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery. The Consultant hereby certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) – (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Felony Certification. The Consultant hereby certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting. The Consultant hereby certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Prevailing Wage. The Consultant hereby certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act.

Drug-Free Workplace. The Consultant hereby certifies that it is in compliance with the Drug-Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug-Free Workplace Act requires, in part, that Consultants with 25 or more employees certify and agree to take steps to ensure a drug-free workplace by informing employees of the dangers and drug abuse, of the availability of any treatment or assistance program, of prohibited activities, and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity. The Consultant hereby agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the American with Disabilities, Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated

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herein. The Consultant shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Bidder agrees to incorporate this clause into all subcontracts under this contract.

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

Record Retention and Audits. If 30 Illinois Compiled Statutes 500/20-65 requires the Consultant (and any sub-consultants) to maintain, for a period of 3 years after the later of the date of completion of this contract or the date of final payment under the contract, all books and records relating to the performance of the contract and necessary to support amounts charged to the City under the contract. The contract and all books and records related to the contract shall be available for review and audit by the City and the Illinois Auditor General. If this contract is funded from contract/grant funds provided by the U.S. government, the contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Consultant agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification. The Consultant hereby certifies that it is a United States Corporation.

Taxpayer Certification. Under penalties of perjury, the Consultant hereby certifies that its Federal Taxpayer Identification Number is 36-2555986, and it is doing business as a Corporation.

Insurance

The Consultant shall, at all times while providing, performing, or completing the services, maintain and keep in force, at the Consultant's expense, at least the minimum insurance coverages and limits set forth below. The Consultant shall provide to the Client certificates and policies of insurance evidencing at least the said minimum insurance coverages and limits.

1. Insurance Coverages

a. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory

(2) Employer's Liability:

\$1,000,000 injury – per occurrence

\$500,000 disease – per employee

\$1,000,000 disease – policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

b. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

- c. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

General Aggregate: \$2,000,000 Bodily Injury and Property Damage Combined Single Limit for this Project

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the contract)

- d. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of the contract.
- e. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- f. Client as Additional Insured. The Client shall be named as an Additional Insured on all policies except for:

Worker's Compensation
Professional Liability

Each such Additional Insured endorsement shall identify the Client as follows: The City of DeKalb, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

Standard of Care

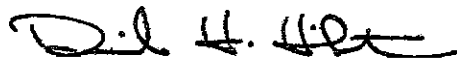
In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If this agreement meets with the City's approval, please have the proper City officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call the undersigned at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By:



David H. Hinkston, P.L.S.
C.E.O.

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ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of DeKalb for surveying and engineering design services set forth above.

By *Carl Palk* 1/16/13
Title *Mayor* Date

ATTEST:

By *Diane K. Wright*
Title *City Clerk*





EXHIBIT A
City of DeKalb - South First Street Water Main Improvements
Preliminary and Phase II Design Engineering Services
Anticipated Scope of Services



Task Description	E9	E8	E5	E1	I7	I5	I3	CL2	ACC	Hours	Direct Costs	Fee
Preliminary Design												
1 Attend Kick-off Meeting with City Staff		6	3							9		\$1,125.00
2 Set Project Control Points					8		8			16		\$1,320.00
3 Level Circuit					8		8			16		\$1,320.00
4 Topography Survey					56		56			112		\$9,240.00
5 Plot Topography and develop base sheets						32				32		\$2,576.00
6 Environmental and Historical Database review for CCDD							2			2	\$450.00	\$126.00
7 Environmental Reporting and Permitting for IEPA LPC#662	2						18			18		\$1,294.00
8 Soil Characterization Sampling for IEPA LPC #663							20			20	\$4,800.00	\$1,260.00
9 Geotechnical Investigations (8 soil borings)		2	2								\$2,500.00	\$478.00
10 Environmental Notices and Clearances for CDBG			6							6		\$618.00
11 Project Administration and Coordination	4	4										\$1,424.00
Sub-Total =	6	12	11	0	72	32	110	0	4	243	\$7,750.00	\$20,781.00
Phase II Design Stage 1 - Taylor Street to Garden Street												
1 Attend Kick-off Meeting with City Staff		3	3							6		\$717.00
2 Utility Coordination				6		2				8		\$605.00
3 IEPA Water & IEPA/NOI Permits		2	6							8		\$890.00
4 Cover sheet, general notes, SOQ, alignment, details				4		8				12		\$940.00
5 Plan and profile (4 sheets - 20 scale)		2	16			24				42		\$3,852.00
6 MOT			2			2				4		\$367.00
7 SESC			2			4				6		\$528.00
8 Specifications		2	8	8				4		22		\$1,972.00
9 Estimates		1	8	8						17		\$1,552.00
10 Milestone Submittals/ QCQA		4		4		4				12	\$250.00	\$1,162.00
Sub-Total =	0	14	45	30	0	44	0	4	0	137	\$250.00	\$12,585.00
Phase II Design Stage 2 - Garden Street to IL Route 38												
1 Utility Coordination				6		2				8		\$605.00
2 IEPA Water, IEPA/NOI & UPRR Permits		2	16							18		\$1,920.00
3 Cover sheet, general notes, SOQ, alignment, details				4		8				12		\$940.00
4 Plan and profile (3 sheets - 20 scale)		2	12			18				32		\$2,957.00
5 MOT			2			2				4		\$367.00
6 SESC			2			4				6		\$528.00
7 Specifications		2	8	8		2		4		24		\$2,133.00
8 Estimates		1	8	8						17		\$1,552.00
9 Milestone Submittals/ QCQA		4		4		4				12		\$1,162.00
Sub-Total =	0	11	48	30	0	40	0	4	0	133	\$0.00	\$12,164.00
Construction Staking and Bidding Assistance												
1 Distribution of Plans/Addenda to Bidders			4	4		4				12	\$250.00	\$1,030.00
2 Attend Bid Opening with City staff		2	2							4		\$478.00
3 Bid Tabulation and Award Recommendation		1	2							3		\$342.00
4 Construction Staking					16					16		\$1,832.00
Sub-Total =	0	3	8	4	16	4	0	0	0	35	\$250.00	\$3,482.00
Total =	6	40	112	64	88	120	110	8	4	548	\$8,250.00	\$49,012.00
Project Total =												\$67,262.00