

RESOLUTION 2014-08 Passed: March 24, 2014

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO AN AGREEMENT WITH FEHR GRAHAM, LLC. TO PROVIDE ENGINEERING SERVICES FOR THE SOUTH 4TH STREET WATER MAIN PROJECT IN DEKALB, ILLINOIS IN AN AMOUNT OF \$35,300.00.

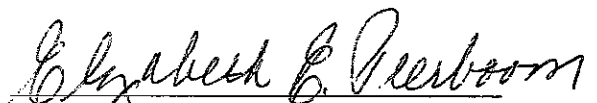
BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

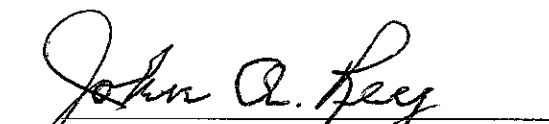
Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute an agreement with Fehr Graham, LLC for engineering services for the 4th Street Water Main Project. The execution of this agreement is subject to changes acceptable to the Mayor with the recommendation of the City Manager and City Attorney.

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 24th day of March, 2014 by a roll call vote of 8-0. Aye: Jacobson, Finucane, Lash, Snow, Naylor, Baker, O'Leary, Rey.

ATTEST:


ELIZABETH E. PEERBOOM, City Clerk


JOHNA. REY, Mayor

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

March 20, 2014

Mr. John Laskowski
Assistant Director of Public Works/City Engineer
City of DeKalb
223 South 4th Street, Suite A
DeKalb, IL 60115

**RE: Proposal for Professional Services
Route 23 (South 4th Street) Water Main Project**

Dear John,

Fehr Graham is pleased to present you with the following proposal for the above-referenced project. We understand the project to consist of the abandonment of approximately 2000 lineal feet of six-inch water main on the west side of South 4th Street. This will be accomplished by constructing connections at each end of the project area to the existing eight-inch water main located on the east side of South 4th Street. Also included in the project are the reconnection of approximately 20 water services and the restoration of all disturbed areas. We are prepared to provide the following scope of services to complete the design and permitting for this water main project:

SCOPE OF SERVICES

Topographic Survey

Fehr Graham will complete a comprehensive topographic survey extending 10 feet beyond each side of the South Fourth Street right-of-way between Lacas Street and approximately 110 feet south of Charter Street. All visible structures, utilities, equipment, roadways and trees will be included in said survey. The survey will be completed utilizing the Illinois State Plane Coordinate System (West Zone datum of 1983 revised) and the 1988 North American Vertical Datum (NAVD-88). The completed topographic survey will be utilized in preparing the construction plans and specifications.

Engineering Design and Plan Preparation

Fehr Graham will complete a comprehensive review of all City and DeKalb Sanitary District record atlases, as well as obtain other underground utility information through the design JULIE process. Utilizing the completed topographic survey, Fehr Graham will prepare the necessary engineering plans, specifications, and bid documents to construct the project. Fehr Graham will be responsible for preparing the application associated with the IEPA Water Main Construction permit. Plans will be prepared in accordance with City of DeKalb and State of Illinois regulations and be signed and sealed by an Illinois licensed Professional Engineer. Completed plans and topographic survey information will be provided to the City of DeKalb in both CAD (Microstation) and PDF format.

Bidding Services

Utilizing the prepared bid documents and specifications, Fehr Graham will assist the City in answering contractor questions, manage the distribution of bidding documents, prepare and distribute addendums, attend bid opening, review and tabulate bids, and provide a recommendation of award to the City of DeKalb.

Construction Observation and Contract Management

Once the construction contract is awarded, Fehr Graham will assist the City in securing signed agreements, payment and performance bonds, and all other documents necessary prior to initiating construction. Once construction is underway, Fehr Graham will provide a dedicated, on-site engineering technician for the duration of the construction project. Their role will include construction observation, documentation of construction related issues, verification of materials, measuring of quantities, and contractor coordination. In addition to the on-site personnel, Fehr Graham will also provide construction engineering services, including shop drawing and submittal reviews, contract management, pay request reviews, address construction related questions, project closeout/final inspection, and completion of construction record drawings (as-builts).

All of the above construction related services will be provided on a Time and Materials basis in accordance with the attached rate sheet. The hourly personnel rate includes all labor, equipment, and materials to complete the scope of services described above. Approval from the City of DeKalb will be secured prior to exceeding the fee estimate detailed below.

EXCLUSIONS

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

- Preparation of easements and/or right-of-way documents
- Environmental studies, investigations or reports
- Permit fees
- Geotechnical investigations
- Materials inspection and testing
- Construction staking/layout

SCHEDULE

Fehr Graham will initiate this project immediately upon receiving formal authorization to proceed. Plans will be submitted to the IEPA for permitting by April 15, 2014 with construction anticipated in early June.

FEES

Fehr Graham will provide the services as outlined for the following fees:

Topographic Survey, Engineering Design and Bidding Services	\$18,800
Construction Observation and Contract Management (T/M)	\$16,500 EST

Payment for services rendered will be requested via an invoice prepared monthly.

AUTHORIZATION

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

If you have any questions or would like to discuss this proposal in further detail, please do not hesitate to contact me. Thank you for your time and consideration. I am looking forward to working with the City of DeKalb.

Sincerely,



Noah Carmichael, PE
Principal

enclosure

NJC:rfs

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

**ORDER
FOR PROFESSIONAL ENGINEERING
OR SURVEYING SERVICES**

Client Mr. John Laskowski
Assistant Director of Public Works/City Engineer
City of DeKalb
200 South 4th Street, Suite A
De Kalb, IL 60115

815.748.2000

Description of Services:

City of DeKalb - Route 23 (South 4th Street) Water Main Project

Fehr Graham will provide professional design and permitting for the Route 23 (South 4th Street) water main project in DeKalb, Illinois. The scope of services includes completing a topographic survey, engineering design and plan preparation, bidding services, and construction observation and contract management.

COST: The fee for performing the above services is estimated to be \$35,300 as follows:

Topographic Survey, Engineering Design and Bidding Services	\$18,800
Construction Observation and Contract Management (T&M)	\$16,500 Estimate

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:

ENGINEER:

Signature John A. Fey By David Carls
Title MAYOR CITY OF DEKALB Title Principal / Branch Manager
Date Accepted 3/24/2014 Date Proposed March 20, 2014
NJC

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client orders 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 Order 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 Order 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 Order.
6. The Consultant reserves the right to withdraw this Order 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 Order 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 order 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 Consultant shall advise the City with regard to work performed, to provide the City with a professional opinion that the work has been completed in accordance with project plans and to advise the City if, in the opinion of the Consultant, that non-compliant work is completed, prior to such work being covered or placed into service.

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 provided estimate, the Consultant will notify the Client before proceeding. All hours over and above the 160 estimated shall be invoiced in accordance with the Fehr Graham 2014 Personnel Chargeout rates. 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 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, including both hard and electronic copies of all plans, specifications and surveys.

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 liability insurance as follows:
 - General Liability - \$1 Million per occurrence; \$2 Million aggregate; \$2 Million products/completed ops
 - Automobile Liability - \$1 Million combined single limit
 - Umbrella/Excess Liability - \$3 Million per occurrence
 - Professional Liability - \$2 Million per claim

The City of DeKalb shall be named as an additional insured without the right of subrogation and with all providing contractual coverage for contractual indemnification obligations. 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 the liability insurance policy limits as described herein.

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 work order, 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.
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 which is the principal place of business of Consultant. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Courts of the 23rd Judicial Circuit, DeKalb County, Illinois.

2014 Personnel Chargeout Rates

Principal	\$ 180
Project Manager	\$ 100 - 180
Engineering:	
Sr. Project Engineer	\$ 95 - 140
Project Engineer	80 - 120
Staff Engineer	70 - 100
Engineer	60 - 95
Environmental, Health & Safety	
Sr. Project Hydrogeologist	\$ 95 - 130
Sr. Project Scientist	90 - 120
Project Scientist	80 - 110
Scientist	70 - 100
Specialist	55 - 85
Technician	60 - 88
Hydrogeologist	60 - 80
GIS Specialist	\$ 60 - 70
Surveying:	
Land Surveyor	\$ 80 - 140
Surveyor	70 - 90
Survey Crew Chief	60 - 80
Survey Technician	50 - 70
Sr. Engineering Technician	\$ 65 - 115
Associate Engineering Technician	\$ 55 - 85
Engineering Technician	\$ 40 - 80
CAD Manager	\$ 70 - 80
I.T. Consultant	\$ 60 - 90
Grant Writer / Community Development Specialist	\$ 60 - 80
Project Administrator	\$ 60 - 85
Project Assistant	\$ 60

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr-Graham & Associates controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.