RESOLUTION 2015-006  PASSED: JANUARY 26, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO AN AGREEMENT WITH HAMPTON, LENZINI AND RENWICK, INC. FOR ENGINEERING AND LAND ACQUISITION SERVICES IN THE AMOUNT OF $11,600 REGARDING THE KISHWAUKEE BIKE PATH.

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 enter into an Agreement with Hampton Lenzini and Renwick, Inc. for engineering and land acquisition services in the amount of $11,600.

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 26th day of January, 2015 and approved by me as Mayor on the same day. Passed on the Consent Agenda by Omnibus Roll Call Vote of 7-0-1. Aye: Jacobson, Finucane, Lash, Snow, Naylor, O’Leary, Rey. Absent: Baker.

ATTEST:

RUTH A. SCOTT, Deputy City Clerk

JOHN A. REY, Mayor
February 4, 2015

Ms. Elizabeth E. Peerboom, City Clerk
City of DeKalb
200 S. Fourth St.
DeKalb, IL 60115

ITEP
City of DeKalb
Section No. 13-00182-00-BT
Engineering Agreement

Dear Ms. Peerboom:

The agreement dated January 15, 2015 between the city of DeKalb and Hampton, Lenzini, and Renwick, Inc. for engineering services to be performed in connection with this section was approved by the department on February 3, 2015.

The costs for engineering services will be authorized and permitted for Motor Fuel Tax expenditures.

The city's file copy of the agreement is attached.

Sincerely,

Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

[Signature]

By: Donald R. Ernat, P.E.
Local Roads and Streets Engineer

Enclosure

cc: Hampton, Lenzini, and Renwick, Inc.
    Michael Bauling, City of DeKalb Engineering Department
    Compliance Review

received
2-9-15
Preliminary Engineering Services Agreement
For Motor Fuel Tax Funds

THIS AGREEMENT is made and entered into this 15 day of January, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name: Kishwaukee River Bikeway

Route:                      Length: 0.46 Mi. 2428.80 FT (Structure No. )

Termini: IL Route 38 to Prairie Park

Description:
Appraisal and negotiation of land acquisition and easements for two parcels for the installation of a shared use bicycle path along the South Branch of the Kishwaukee River linking up paths.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below: (See Attached)
   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
   e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
   f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
   g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
   h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer
i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
   a. ☐ A sum of money equal to ____________ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
   b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

<table>
<thead>
<tr>
<th>Awarded Cost Under $50,000</th>
<th>Percentage Fees</th>
<th>(see note)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.
3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.

b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _______ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _______ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST: 
By 

Clerk

Executed by the ENGINEER:

ATTEST: 
By 

Title

Approved

2/3/15

Date

Department of Transportation

Regional Engineer

City of DeKalb
(Municipality/Township/County) of the
State of Illinois, acting by and through its

By
Title

Hampton, Lenzini; and Remmick, Inc.
380 Shepard Dr.
Elgin, IL 60123

By
Title

Executive Vice President
December 16, 2014

John Laskowski, P.E.
City Engineer
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

Re: Kishwaukee Bike Path
Land Acquisition Services

Dear Mr. Laskowski:

We prepared this letter to serve as the agreement between the City of DeKalb (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for land acquisition services requested relative to the Kishwaukee bike path.

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 services provided shall meet with the approval of the Illinois Department of Transportation.

All of the above services are to be performed in conformance with the requirements of the City of DeKalb.

COMPENSATION

Billing Terms
For our services we will be paid the lump-sum amount of $11,600.

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 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.

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: John Laskowski, P.E.
Title: City Engineer
Address: 200 S. Fourth Street
DeKalb, IL 60115
Office Phone: 815.748.2030
E-mail: John.Laskowski@cityofdekalb.com

For the Consultant:
Name: ReJena Lyon, P.E., P.L.S.
Title: Principal in Charge
Address: 380 Shepard Drive
Elgin, IL 60123
Office Phone: 847.697.6700
Cell Phone: 815.494.9206
E-mail: jlyon@hireng.com

Name: Amy McSwane
Title: Project Manager
Address: 380 Shepard Drive
Elgin, IL 60123
Office Phone: 847.697.6700
Cell Phone: 630.254-1884
E-mail: amcswayne@hireng.com

Changed Conditions
If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.
Consequential Damages
Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Corporate Protection
It is intended by the parties to this Agreement that the Consultant’s services in connection with the Project shall not subject the Consultant’s individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client’s sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant’s individual employees, officers, or directors.

Defects in Service
The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant’s services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Consultant’s contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remediying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays
The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Consultant’s contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Entire Agreement
This Agreement, comprising pages 1 through 5, and Exhibit A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection
The Client agrees that any and all limitations of the Consultant’s liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains
for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's subconsultants and their officers, employees, heirs and assigns.

**Governing Law and Jurisdiction**

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

**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.

**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.

**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.

**Suspension of Services**

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for
expenses incurred as a result of the suspension and resumption of its services, and the Consultant’s schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant’s services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days’ written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days’ notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

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 me at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By: Amy McSwane
Amy McSwane, P.E.
Treasurer

ARM: dlh
Enclosure

ACCEPTANCE

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

By: John A. Key
Title: Mayor

ATTEST:
By: 
Title: Deputy City Clerk
EXHIBIT A

Kishwaukee Bike Path
Land Acquisition Services
City of DeKalb

The following services will be provided for the land acquisition of parcels 1 and 2 on the Kishwaukee Bike Path project.

<table>
<thead>
<tr>
<th>Service</th>
<th>Service Provider</th>
<th>Cost Per Parcel</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisals</td>
<td>David Rogers, Neil Steffens, HLR Engineering</td>
<td>$2,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>Review Appraisals</td>
<td>Jeff Woodard</td>
<td>$800</td>
<td>$1,600</td>
</tr>
<tr>
<td>Negotiations</td>
<td>Colette Tuman, HLR Engineering</td>
<td>$3,000</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

Total Cost $11,600
I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Contract Construction</td>
<td></td>
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<tr>
<td>Day Labor Construction</td>
<td></td>
</tr>
<tr>
<td>Right-of-Way (Itemized On Reverse Side)</td>
<td></td>
</tr>
<tr>
<td>Engineering</td>
<td>10,237.26</td>
</tr>
<tr>
<td>Maintenance Engineering</td>
<td></td>
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<tr>
<td>Engineering Investigations</td>
<td></td>
</tr>
<tr>
<td>Other Category</td>
<td></td>
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<tr>
<td>Obligation Retirement</td>
<td></td>
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<tr>
<td>Maintenance</td>
<td></td>
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<tr>
<td>Co. Eng./Supt. Salary &amp;</td>
<td></td>
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<tr>
<td>(Period __________________ to ________)</td>
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<tr>
<td>IMRF or Social Security</td>
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<tr>
<td>Interest</td>
<td></td>
</tr>
</tbody>
</table>

Total $ 10,237.26

Comments: Kishwaukee bike path bill from HLR

Date: May 14, 2015
Signed by: Michael J. May

Approved: ______/____/2015

Department of Transportation
Title: Project Implementation Engineer

Regional Engineer

Printed 5/29/2015
TO: Cathy Haley, Finance Director

FROM: Michael C. Bauling, P.E.
Project Implementation Engineering

DATE: 5/26/15

RE: Payment of Bill
PROJECT: Kishwaukee River Bikepath (ITEP) Design
SECTION: MFT 13-00182-00-BT

ATTACHED IS A BILL FROM: Hampton, Lenzini and Renwick

ATTACHED IS A PAY ESTIMATE FOR: __________________________ No.22
IN THE AMOUNT OF: $10,237.26

DATED: 5/14/15
ACCOUNT NO.: 10-00-00-300-8331

FOR:

ENG ___ X ___
ROW ______
CONST ______
OTHER ______

REMARKS:

Please advance a copy to Michael at Engineering of the check payable to HLR so reimbursement can be requested.

CC: ENGINEERING OFFICE FILES
# COST PLUS FIXED FEE INVOICE

**Date:** 05/14/15  |  **Invoice No.:**  |  **Work Order No.:**

**To:** Mr. John Laskowski  
City of DeKalb  
223 4th Street  
DeKalb, IL 60115  

**From:** Hampton, Lenzini and Renwick, Inc.  
Firm Address: 380 Shepard Drive  
Elgin, IL 60123-7010  

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**PTB / Item #**

**Route**  Kishwaukee River Bike Path  
**Section**  13-00182-00-BT  
**Phase**

**Project**  TE-003D(079)  
**County**  DeKalb  
**Job No.**  P-93-028-13  

**Consultant's Job Number**  
13,0067,320  
20150484  

For Professional Services performed as set forth in the Agreement dated: 05/29/13  
& Supplemental Agreement(s) dated:

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1) Invoice Period

<table>
<thead>
<tr>
<th>From: 04/01/15</th>
<th>To: 04/17/15</th>
</tr>
</thead>
</table>

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2) Maximum Payable  
$199,473.30

3) Direct Salaries  
$3,774.68  
$61,890.25  
$65,664.91  
$65,926.91  

4) QC/QA  
$0.00  
$0.00  
$0.00  
$0.00

5) Payroll & Overhead  
this invoice  
$5,850.72  
$93,073.65  
$98,924.37  
$162,861.24  

average  
155,0000%  
150.65%

5a) Adjustment for New State Approved Overhead Rate  

6) Fixed Fee =  
2.1507%  
$518.60  
$23,239.37  
$23,757.87  
$24,108.41

6a) Adjusted Fixed Fee  
$0.00  
($755.00)  
($755.00)

7) Direct Costs Prime  
$63.38  
$1,113.29  
$1,206.67  
$3,583.66

8) Services by others  
Testing Service Corp.  
Advance Data Collection Srvs  
$0.00  
$9,470.00  
$8,470.00  
$8,300.00  

$0.00  
$800.00  
$800.00  
$800.00  

$0.00  
$0.00  
$0.00

9) Total invoiced for project including this invoice  

$188,863.95

10) Previously Invoiced  

$10,237.26  

11) Payment Due this invoice  

---

I have reviewed the invoice and found it in compliance with "The Simple Guide To Consultant Payments" published on the Consultant Engineering SharePoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

---

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

---

Approved  
IDOT Rep.  
Date:  

Accepted By:  
Date:  

Checked  
Date:  

---

Consultant: Hampton, Lenzini and Renwick, Inc.  
By / Date:  
(Name) Randy Newkirk, P.E.

(Title) Project Engineer  

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Distribution: 2 complete packages plus 2 copies of invoice form to Liaison Engineer.

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Printed 05/14/2015  
BDE 430 (Rev. 03/29/10)
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<td>of Project</td>
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<td><strong>2.1507%</strong></td>
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<td><strong>2.1507%</strong></td>
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(For District Use Only)

- [ ] On Schedule
- [ ] Behind Schedule
- [ ] Comments (Use reverse side)

Signed: [District Project Manager/Engineer]

Submitted By: [Name]
Representing: Hampton, Lenzini and Renwick, Inc.
For Subconsultant's Progress Report:
Approved By: [Name]
Prime Consultant: [Name]

Work this period: Overhead structure design, updates to plans based on UPRR comments, submittal to UPRR, and plan updates

Anticipated work next period: Upon acceptance from the UPRR, finalize plans for resubmittal to IDOT.
### Personnel Summary for Period

**Firm Name:** Hampton, Lenzini and Renwick, Inc.  
**From:** 04/01/15  
**To:** 04/17/15  
**Invoice No.:** 22  
**Work Order No.:**  
**PTB / Item #:** Kishwaukee River Bike Path  
**Route:**  
**Section:** 13-00182-00-BT  
**County:** DeKalb  
**Job No.:** P-93-028-13

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<th>Overtime Premium Hours</th>
<th>Rate**</th>
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**Total Labor excluding QC/QA**  
106.25 | 7.00 | 116.25 | $3,774.66

**Total**  
$3,774.66

**QC/QA**

**Total Labor for QC/QA**  
$0.00

**TOTAL LABOR**  
$3,774.66