RESOLUTION 2017-125       PASSED: OCTOBER 23, 2017

AUTHORIZING A PHASE 2 ENGINEERING SERVICES
AGREEMENT WITH WBK ENGINEERING, LLC, FOR
IMPROVEMENTS TO THE INTERSECTION AT ANNIE
GLIDDEN ROAD AND FAIRVIEW DRIVE IN AN AMOUNT
NOT TO EXCEED $162,000.

WHEREAS, the City of DeKalb is a Home-Rule Municipal Corporation governed by
the applicable provisions of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, Council approves a Resolution to authorize a Phase 2 engineering services
agreement with WBK Engineering, LLC, in an amount not to exceed $162,000 for
improvements to the intersection of Annie Glidden Road and Fairview Drive.

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

Section 1: The City hereby authorizes the Mayor of the City of DeKalb to sign a
Resolution for the authorization of a Phase 2 engineering services agreement with WBK
Engineering, LLC, for improvements to the intersection of Annie Glidden Road and
Fairview Drive.

Section 2: That the City Clerk of the City of DeKalb, Illinois, be authorized and directed
to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting
thereof held on the 23rd day of October, 2017, and approved by me as Mayor on the
same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt,

ATTEST:

RUTH A. SCOTT, Deputy City Clerk          JERRY SMITH, Mayor
THEMAGREEMENT is made and entered into this 23rd day of OCTOBER, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer  Deputy Director Division of Highways, Regional Engineer, Department of Transportation

Resident Construction Supervisor  Authorized representative of the LA in immediate charge of the engineering details of the PROJECT

Contractor  Company or Companies to which the construction contract was awarded

### Section Description

<table>
<thead>
<tr>
<th>Name</th>
<th>Route</th>
<th>Length</th>
<th>Structure No.</th>
<th>Termini</th>
<th>Description</th>
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<tbody>
<tr>
<td>Annie Glidden Road</td>
<td>5348</td>
<td>0.40</td>
<td>N/A</td>
<td>Annie Glidden Road at Fairview Drive Intersection, approximately 500' along each approach</td>
<td>Annie Glidden Road at Fairview Drive intersection improvement project Phase II Design to add auxiliary turn lanes for safety and capacity improvements.</td>
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### 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 improvement herein before described, and checked below:

   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, Division 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.

NOTE: Four copies to be submitted to the Regional Engineer

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 easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. Furnish or cause to be furnished:

   (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.

   (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.

   (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.

   (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.

   (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. Furnish or cause to be furnished

   (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)

   a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.

   b. Establishment and setting of lines and grades.

   c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

   d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.

   e. Revision of contract drawings to reflect as built conditions.

   f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.

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

4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking 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. The 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. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

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

8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

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 percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

      | Awarded Cost | Percentage Fees |
      |--------------|-----------------|
      | Under $50,000| (see note)      |
      |              | %               |
      |              | %               |
      |              | %               |
      |              | %               |
      |              | %               |

      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 and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, 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 paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a 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.
<table>
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<tr>
<th>Grade Classification of Employee</th>
<th>Hourly Rate</th>
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<tr>
<td>Principal Engineer</td>
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<td>Resident Construction Supervisor</td>
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<td>Chief of Party</td>
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<td>Instrument Man</td>
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<td>Inspectors</td>
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The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until _________________. In event the services of the ENGINEER extend beyond ________________, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to 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 based on the above fee schedule and 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 (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.

   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.

   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

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 improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 170% percent incurred up to the time he is notified in writing of such abandonment “actual cost” being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

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 170% percent to cover profit, overhead and readiness to serve - “actual cost” being defined as in paragraph 4 above. 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.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - “actual cost” being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the 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 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 the 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 this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

ATTEST:

[Signature]

Ruth A Scotty, Clerk

(Seal)

City of DeKalb

(Municipality/Township/County)

State of Illinois, acting by and through its

By

Title:

Executed by the ENGINEER:

ATTEST:

(PJ Fitzpatrick)

Title: Vice President

Approved

[Signature]

Date: 12/21/17

Department of Transportation

Regional Engineer

WBK Engineering, LLC

116 West Main Street, Suite 201

St. Charles, IL 60174

(Matt Baldwin)

Title: Project Manager

Printed 10/19/2017
PHASE II ENGINEERING FOR ANNIE GLIDDEN ROAD AT FAIRVIEW DRIVE INTERSECTION IMPROVEMENTS

CITY OF DEKALB
SCOPE OF SERVICES

The City of DeKalb has initiated a project requiring professional engineering services by WBK Engineering LLC (WBK) for the Phase II Engineering for the Annie Glidden Road at Fairview Drive Intersection Improvements. The following outlines the proposed scope of services.

UNDERSTANDING OF THE PROJECT

A. WBK Engineering, LLC (WBK) has prepared this Scope of Work for Phase II Engineering Services based on our knowledge of the project from completing the Phase I Design Report and information received at the various Phase I progress meetings with the Illinois Department of Transportation and the City of DeKalb.

B. The Phase II design is anticipated to begin in on or before September 2017 and must begin construction in 2018 in order to meet the requirements of the Federal Funds and the ISHTA current construction for Contract RR-16-4253. A letting date has not been selected, but is anticipated that June 2018 is the earliest reasonable letting date.

ELEMENTS OF PHASE II STUDY

WBK has communicated with IDOT District 3, reviewed the existing Intersection Design Study, and visited the site to better understand the required effort. The following items have been identified as essential components of the scope of services:

• Supplemental Surveys
• Utility Coordination
• Roadway and Traffic Signal Plans
• Quantity Calculations
• Special Provisions
• Cost Estimate and Contract Time
• Right-of-way Acquisition
• Permitting
• Meetings and Coordination
• Project Administration and Management
SCOPE OF SERVICES

1. **Supplemental Surveys**

   1.1 Pick-Up Survey. Re-establish vertical and horizontal control points for supplemental surveys and for permanent reference on the Alignment, Ties and Benchmark plan sheet to be included in the plans and used by the Contractor in Phase III.

   1.2 WBK will provide a detailed field investigation of the pavement condition to determine the required patching and joint repair at the intersection of Annie Glidden Road and Fairview Drive.

   1.3 The scope of services will also include setting permanent right-of-way monuments at all corners of the new right-of-way takes.

2. **Utility Coordination**

   3.1 WBK will coordinate on behalf of the City to assist utilities with determining their facility location, conflict determination with the proposed work items and resolution of those conflicts.

   - Project status letters will be prepared to the individual utility companies along with location map.
   - WBK will verify the utilities identified on the atlas maps provided by the utilities.

   3.2 WBK will provide electronic Microstation files and wetland delineation information to the utility companies for use in their conflict determination and permitting.

   3.3 WBK will identify potential utility conflicts with the proposed improvements, record the locations in an excel file and document with a photo log. These documents will be utility specific and sent to each company for evaluation and verification. Cover letters will be developed by WBK and printed final on City letterhead for the submittal.

   3.4 Pre-final plans will be sent to the utility companies. This submittal will include location of conflicts identified by the utilities and possible solutions and adjustments to resolve conflicts. Cover letters will be developed by WBK and printed final on City letterhead for the submittal.

   3.5 WBK will review all utility permit request submitted to the City to check that the relocations are consistent with coordination and the proposed improvements.

   3.6 WBK will assist the City in the coordination effort to obtain utility relocation schedules and relocation cost of utilities for those within dedicated easements.


   The plans will be developed and submitted to IDOT as three (3) separate submittals. The first submittal will be the Pre-final submittal and for this project, scope will be considered ninety-five percent (95%) complete. The second submittal will be the final submittal and for this project scope will be considered one hundred percent (100%) complete. IDOT as part of the "IDOT final check" of the plans and contract documents prior to submittal to the Central Office requires a third submittal to address final comments and is considered the third submittal. The final and final check submittal will include quantity calculations, cost estimate, contract time and special provisions.
3.1 The roadway plans are working drawings that show the location, configuration and dimensions of the prescribed work that includes: layouts, profiles, structures and other necessary details. The civil plans will be prepared under the supervision of a Professional Engineer. The civil plan set will consist of the following drawings:

- Title Sheet: 1 Sheet
- Index of Sheets, IDOT Standards and General Notes: 1 Sheet
- Summary of Quantities: 2 Sheets
- Schedule of Quantities: 4 Sheets
- Existing Typical Sections: 2 Sheets
- Proposed Typical Sections: 2 Sheets
- Alignment, Ties and Benchmarks: 1 Sheet
- Existing Conditions and Removals: 3 Sheets
- Roadway Plan & Profile: 4 Sheets
- Maintenance of Traffic Plans: 10 Sheets
- Maintenance of Traffic Plan – Detour Plan: 1 Sheet
- Erosion and Sediment Control Plan: 3 Sheets
- Erosion and Sediment Control Details: 4 Sheets
- Drainage Plans: 4 Sheets
- Watermain Relocation Plan: 1 Sheet
- Plat of Highways – Reference Only: 4 Sheets
- Intersection Grading Plan: 1 Sheet
- Pavement Marking: 3 Sheets
- Traffic Signal Plans (For Sh. Count Only): 3 Sheets
- Interconnect Plans (For Sh. Count Only): 1 Sheet
- Street Lighting Plans (For Sh. Count Only): 2 Sheets
- Construction Details: 2 Sheets
- District Details: 5 Sheets
- Cross Sections – Annie Glidden: 7 Sheets
- Cross Sections – Fairview Drive: 5 Sheets

3.2 Traffic Signals and Interconnect Plans
Crawford Murphy & Tilly, Inc. has been added to the project team to provide traffic signal design for the signal modification required at Annie Glidden Road and Fairview Drive and subsequent interconnect system from Annie Glidden Road north to Ashley Drive.

The project scope includes designing the temporary traffic signals necessary for the maintenance of traffic while the proposed permanent traffic signals are being constructed. The scope shall include related plans, special provisions, details, and construction cost estimate. See Crawford Murphy & Tilly’s proposal dated September 12, 2017 for additional details (attached).

3.3 Street Lighting Plans
The project requires the relocation of the Tollway Ramp lighting on the south leg of Annie Glidden Road and combination lighting at the signalize intersection. Crawford Murphy & Tilly, Inc. has been added to the project team to provide street lighting design for the relocation of the ramp lighting and the signalized intersection at Annie Glidden Road and Fairview Drive.

The scope shall include related plans, special provisions, details, and construction cost estimate. See Crawford Murphy & Tilly’s proposal dated September 12, 2017 for additional details (attached).
3.4 WBK will complete a Barrier Warrant Analysis to confirm there are no roadside hazards within the project corridor.

3.5 WBK will complete a pavement design for the pavement widening sections based on the geotechnical information of the existing pavement and IDOT mechanistic pavement design method.

3.6 The work under this task includes time associated with preparing plot files, coordination of printing and distribution of plans to all stakeholders (two submittals). The Scope of Services also includes direct cost for printing and distribution of the documents to the various agencies. The final number of copies will be as directed by IDOT. The Scope of Services estimates the following number of major documents for submittals:

**Pre-Final Submittal:**

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<th>Plans:</th>
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<tr>
<td>DeKalb</td>
<td>2 copies 11&quot;x17&quot; Plans Sets</td>
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<tr>
<td>IDOT</td>
<td>7 copies 11&quot;x17&quot; Plans Sets</td>
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<tr>
<td>ISHTA</td>
<td>2 copies 11&quot;x17&quot; Plans Sets</td>
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<tr>
<td>Township</td>
<td>1 copy 11&quot;x17&quot; Plans Set</td>
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<tr>
<td>Utilities</td>
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**Final Submittal:**

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Prior to each submittal, the civil plans will be reviewed by a WBK Senior Project Engineer to assure integrity of the design intent, completeness and correctness of the design as it pertains to construction operations and methods.

3.7 The final two submittals will include a formal Disposition of Comments that addresses all review comments regarding the plans from IDOT and any other relevant agency.

3.8 WBK will use the preliminary drainage design completed during phase I and advance it during Phase II. Anticipated locations requiring additional design include low points along the curbed sections and the proposed culvert crossing beneath the north leg of the intersection, on Annie Glidden Road.
4. **Quantity Calculations**

4.1 Earthwork computations, pavement computations and other quantity calculations will conform to the requirements of Section 11-5 of the BLRS Manual and the BDE Manual, Chapter 64.

WBK will prepare quantity computations for each submittal stage of the project. The computed quantities will serve as the basis for the Summary of Quantities plan sheet and the engineering opinions of probable construction costs.

The computations will be done in spreadsheet format utilizing Microsoft Excel. The quantities will be developed and submitted to IDOT as requested.

The **Standard Specifications for Road and Bridge Construction, Supplemental Specifications** and the **Recurring Special Provisions** will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will determined from the **IDOT Coded Pay Items** on the IDOT website.

4.2 Prior to each submittal the quantity calculations will be reviewed for accuracy and completeness. The civil quantity calculations will be reviewed by a WBK Senior Project Engineer.

5. **Specifications and Special Provisions**

5.1 WBK will prepare contract specifications and special provisions for each submittal stage of the project. The **IDOT Standard Specifications** and **Supplemental Specifications** are included by reference in the first paragraph of the project Special Provisions. Applicable **IDOT Recurring Special Provisions** and **Recurring Local Roads and Streets Special Provisions** will be included by reference by use of the Check Sheet for Supplemental Specifications and Recurring Special Provisions.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the **Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions or Guide Bridge Special Provisions**, a project specific Special Provision will be written by WBK. These Special Provisions will conform to the requirements of Section 11-3 of the BLRS Manual and the BDE Manual, Chapter 66.

5.2 The work under this task includes time associated with preparing specifications documents, coordination of printing and distribution of contract documents to all stakeholders.

5.3 The final two submittal will include a formal Disposition of Comments that addresses all review comments regarding the plans from IDOT and any other relevant agency.

6. **Cost Estimate and Contract Time**

6.1 WBK will prepare engineering opinions of probable construction costs for each submittal stage of the project. Utilizing the pay items and quantities, opinions of costs will be produced. Itemized costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.
BLRS Form 11510 will be used to prepare the cost estimate and will include pay item number, item, unit, quantity, unit cost and total cost.

Prior to each submittal, the cost estimate for civil quantities will be reviewed by a WBK Senior Project Engineer.

6.2 WBK will prepare engineering opinions of contract time for each submittal stage of the project. Itemized production rates will be determined using established guideline shown in the IDOT Chapter 66 of the Bureau of Design and Environment Manual.

BDE Form 220A will be used to prepare the contract time and will include item number, item, unit, quantity, average production rate, and number of working days.

6.3 WBK will prepare a cost breakdown for all Lump Sum pay items required by IDOT. The cost breakdown computations will be done in spreadsheet format utilizing Microsoft Excel.

7. Right-of-Way Acquisition

A Plat-of-Highways and Legal Descriptions were completed in accordance with the IDOT Bureau of Land Acquisition's requirements and approved by IDOT during Phase I of the project. The plat will be utilized to complete the right-of-way acquisition. To complete the right of way and easement acquisition, appraisal and negotiations will need to be completed in Phase II. WBK will provide support and assistance to the City of DeKalb and WBK’s subconsultant preparing the appraisal and completing the negotiation process. This item does not include development of Individual Plats if required by the City.

7.1 Appraisal services are required for the right-of-way taking and temporary easements. These services will be completed by Santacruz Land Acquisitions. The complete scope of services for the appraisals and review appraisals (if required) are included in Santacruz Land Acquisitions attached proposal dated August 28, 2017.

7.2 Negotiation services are required for the right-of-way taking and temporary easements. These services will be completed by Santacruz Land Acquisitions. The complete scope of services for negotiations is included in Santacruz Land Acquisitions attached proposal dated August 28, 2017.

8. Permitting and Environmental Coordination

8.1 DeKalb County Soil and Water Conservation District (DCSWCD) Review – WBK will coordinate the DCSWCD on the design of any modifications to the existing drain tile system within the Right of Way. WBK will prepare the necessary a Storm Water Pollution Prevention Plan and review submittals based on the Phase II engineering plans and SWPPP. WBK will provide one set of revisions to the plans as requested by the DCSWCD. One set of plans will be submitted for the initial review. Upon review, a disposition of comment will be prepared and three (3) copies of the final plans will be submitted for signature upon approval by the DCSWCD.

8.2 PESA, Huff & Huff will complete a Preliminary Environmental Site Assessment (PESA) based on their data gathered from the Coordinated Signal Upgrade Project. See attached detailed scope from Huff & Huff for the PESA.
8.3 WBK will prepare and submit the IEPA Water main Construction Permit for the relocation of the City of DeKalb watermain that may be required due to the proposed improvements to the intersection.

9. Meetings and Coordination

9.1 Phase II Kickoff Meeting with IDOT (assume 1 meeting).
9.2 Phase II Kickoff Meeting with ISTHA (assume 1 meeting).
9.3 Design Coordination meeting with the City of DeKalb (assume 2 meetings).
9.3 The work-hour estimate includes time associated with meeting preparation, agendas, exhibits, and meeting minutes (assume 3 meetings).
9.4 The work-hour estimate includes time for general client and stake holder coordination.

10. Project Administration and Management

10.1 WBK will prepare and monitor the project schedule and will update the schedule periodically as tasks or project scheduling change, as well as perform scope of work reviews, resource planning, internal team coordination and contract administration.

10.2 The work-hour estimate includes time associated with general administration task and budget control and invoicing.

10.3 The work-hour estimate includes time associated with preparation of progress reports.

10.4 The work-hour estimate includes time associated with the Project Manager reviewing all elements of the plans, specifications, quantities, and cost estimates to assure completeness and correctness.

10.5 The work-hour estimate includes time associated with work plan development, manpower planning, scheduling, contract administration, budget control, internal team meetings, and project post mortem / close out.

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines WBK's understanding of the Scope of Services required for the successful completion of the preliminary engineering phase (Phase I) for the project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope, and would be considered as additional services if required by IDOT, FHWA, or any other agency for the successful completion of the project.

- Individual Plats
  A Plat of Highways and Legal Description where completed in accordance with the IDOT Bureau of Land Acquisition's requirements. The plat will be utilized to complete the right-of-way acquisition. This item does not include development of Individual Plats if required by the City.

Annie Glidden Road and Fairview Drive Intersection Improvements
The City of DeKalb
• **Pre-Construction Activities**
  No preconstruction activities are included in this scope of services. These activities would include, but not be limited to, attending the pre-construction meeting, shop drawing review, and construction layout.

• **PSI**
  A Preliminary Site Investigation (PSI) is not included in the scope of services. If the PESA completed by Huff and Huff determines that a PSI is necessary based on their findings, the PSI will be considered extra effort.

• **Permit Fees**
  Permitting fees are not included in this contract and will be considered additional, if required.

• **Storm Water Permits**
  The scope assumes a stormwater permit will not be required from the City of DeKalb, or the DeKalb County for the roadway improvements.
Independent Contractor  
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "WBK Engineering LLC" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services.

Contractor agrees to furnish to the City the outlined in the scope of services on pages 1-8 of this document.

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term.

Services will be provided as needed and directed by the City beginning on the date of execution of this Agreement and continuing until completion of all tasks defined herein or until terminated by either party upon seven (7) days written notice to the non-terminating party. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City’s issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City’s express, written permission.

C. Compensation.

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City’s express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.
D. Changes in Rates of Compensation (and Prevailing Wages).

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City Manager. To the extent applicable, the contractor shall further comply with the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

E. Ownership of Records and Documents / Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the City to produce certain records that may be in the possession of Contractor for active projects. The Contractor shall provide and the City shall accept all Contractor project documents for completed or closed projects within 30 days of project completion or closure. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act for all active projects and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City) for all active projects. Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act for all active projects. The Contractor shall be compensated for all costs associated with retrieving documents and responding to requests under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law.

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor.
Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City’s relationship to the Contractor under this Agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in the scope of work, and for the means and methods of completing such work. The City’s compensation to Contractor shall be limited to that described in Exhibits A and B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City’s equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor’s work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor’s compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

H. Certifications

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

**Sexual Harassment:** The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

**Tax Delinquency:** The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

**Employment Status:** The Contractor 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 Contractor 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 Contractor certifies that it is not barred pursuant to 30 ILCS 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 Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor 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. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor 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 Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of 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. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans 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 herein. The Contractor 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 Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.
Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) 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 Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: X United States Citizen or Corporation ___ Resident Alien ___ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is _36-4251536_ and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) _ X_ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware

13
of any violation of any laws, ordinances, rules or regulations on the part of the Contractor or any subcontractor.

**OSHA Standards:** The Contractor certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

**Collusion:** The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

I. Indemnification

Contractor shall indemnify and hold harmless the City and City’s agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorneys fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

J. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described in the Insurance Requirements Section beginning on page 3. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor’s sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same
insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be delivered to the City upon completion or closure of the project or periodically during the project at request of the City. All field notes, test records, and reports shall be delivered to the City upon completion or closure of the project.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor’s legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold harmless the City for any costs, expenses, attorneys’ fees and damages which it may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

K. Job Site Safety/Supervision & Construction Observation: The Contractor shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with any construction Work since they are solely the rights and responsibilities of others. The City agrees that the Contractor shall not supervise and direct the work in any capacity; and that the others shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The City further agrees that the Contractor shall not be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with construction activities; and that others shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Contractor shall have no authority to stop the work of the project or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Contractor shall visit the site at intervals appropriate to the stage of the project operation, or as otherwise agreed to by the City and the Contractor to: 1) become generally familiar with and to keep the City informed about the progress and quality of the Work; 2) to strive to bring to the City’s attention defects and deficiencies in the Work and; 3) identify subpar and Work not completed in accordance with applicable standards and bring this to the attention of the City immediately 4) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Contractor shall not
be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the City desires more extensive project observation, the City shall request that such services be provided by the Contractor as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of any entity performing any portions of the Work, or any agents or employees of any of them. The Contractor does not guarantee the performance of any other entity and shall not be responsible for the any other entity’s failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When the Contractor (acting on behalf of the City), and when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Contractor which involve the acts or omissions performed by it in the enforcement of any provisions of the City’s rules, regulation and/or ordinance shall be defended by the City until final termination of the proceedings. The Contractor shall be entitled to all defenses and municipal immunities that are, or would be, available to the City.

L. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Contractor and any sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

M. Limit of Liability: The City and the Contractor have discussed the risks, rewards, and benefits of the project and the Contractor’s total fee for services. In recognition of the relative risks and benefits of the Project to both the City and the Contractor, the risks have been allocated such that the City agrees that to the fullest extent permitted by law, the Contractor’s total aggregate liability to the City for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney’s fees and costs, and expert witness fees and costs, shall not exceed the Contractor’s Insurance Coverage for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Contractor’s negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. If the contractor's insurance coverage does not apply to a claim whether by virtue of policy exclusion/exemption or contractor's failure to procure or maintain coverage, that the limit included therein will not apply.

N. Additional Terms or Modification

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to
make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms.

O. Notices

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City: For the Contractor:

City Manager PJ Fitzpatrick
City of DeKalb WBK Engineering, LLC
200 S. Fourth Street 116 West Main Street, Suite 201
DeKalb, IL 60115 St. Charles, IL 60174

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

P. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City’s sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

Q. Progress Reports

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may
be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

R. Document Correction / Supplements

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor’s invoices, shall waive the City’s ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City, and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City’s failure to previously demand the same.

Agreed to this 23rd day of October, 2017.

City of Dekalb

City Mayor Manager

City Clerk

Contractor

Title:

Attest
Exhibit A – Compensation

The consulting engineer will be compensated for the scope of services defined herein based on manhour estimates and hourly rates, with a not-to-exceed project total fee. Task sub-totals are provided for reference only and may vary, however the total amount billed by the consulting engineer shall not exceed the project total fee without prior authorization from the City. The consulting engineer shall bill the City at the consulting engineers’ hourly rates for work performed on the project in accordance with Exhibit B attached hereto.
## EXHIBIT A - PHASE II ENGINEERING SERVICES

### Annie Glidden Road at Fairview Drive Intersection Improvements

Annie Glidden Road

**Method of Compensation:**
- **Cost Plus Fixed Fee 1**: 14.5% (DL + RDL) + OH (DL + I HDC)
- **Cost Plus Fixed Fee 2**: 14.5% (DL + RDL) + 1.5 (DL + I HDC)
- **Cost Plus Fixed Fee 3**: 14.5% (2.3 + RDL + I HDC)
- **Specified Rate**: 0.37% + R DL
- **Lump Sum**:

### Cost Estimate of Consultant’s Services in Dollars

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<tr>
<th>Element of Work</th>
<th>Employee Classification</th>
<th>Man-Hours</th>
<th>Payroll Rate</th>
<th>Payroll Costs (DL)</th>
<th>Overhead (DL x OH)</th>
<th>Services by Others</th>
<th>In-House Direct Costs (I HDC)</th>
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### Notes
- Firm’s approved rates on file with IDOT’s Bureau of Accounting and Auditing:
  - Overhead Rate (OH): 13.65%
  - Complexity Factor (R): 0.000
  - Calendar Days: 480

**Date:** 10/12/2017

Printed on 10/13/2017 4:44 PM

1 of 11

EXHIBIT A
EXH A-CPPP
**EXHIBIT A - PHASE II ENGINEERING SERVICES**

Annie Glidden Road at Fairview Drive Intersection Improvements
Annie Glidden Road

Method of Compensation:
- Cost Plus Fixed Fee 1: 14.5%\(DL + R(DL) + OH(DL) + IHDC\)
- Cost Plus Fixed Fee 2: 14.5%\(DL + R(DL) + 1.4(DL) + IHDC\)
- Cost Plus Fixed Fee 3: 14.5\((2.3 + R(DL) + IHDC)\)
- Specified Rate: \((0.37 + R) \times DL\)
- Lump Sum

---

Cost Estimate of Consultant's Services in Dollars

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<th>Payroll Costs (DL)</th>
<th>Overhead (DLx0H)</th>
<th>Services by Others</th>
<th>In-House Direct Costs (IHDC)</th>
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*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:

- Overhead Rate (OH): 136.65%
- Complexity Factor (R): 0.000
- Calendar Days: 480

Date: 10/12/2017
### WORK HOUR ESTIMATE FOR CONSULTING SERVICES

**EXHIBIT A - PHASE 1 ENGINEERING SERVICES**

Anne Glidden Road at Fairview Drive Intersection Improvements

#### Description

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<th>Engineer V</th>
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<th>Engineer VII</th>
<th>Engineering Technician IV</th>
<th>Engineering Technician VI</th>
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<th>PMF IV</th>
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#### 概況

| **B.變更圖**愛 | **28**     | 17          | 12           | 12                        | 12                       | 2               | 1    | 1                          | 38.89               | 7.16                |

#### 計算

| **B.變更圖**愛 | **28**     | 17          | 12           | 12                        | 12                       | 2               | 1    | 1                          | 38.89               | 7.16                |

#### 計算

| **B.變更圖**愛 | **28**     | 17          | 12           | 12                        | 12                       | 2               | 1    | 1                          | 38.89               | 7.16                |

#### 計算

| **B.變更圖**愛 | **28**     | 17          | 12           | 12                        | 12                       | 2               | 1    | 1                          | 38.89               | 7.16                |

#### 計算

<p>| <strong>B.變更圖</strong>愛 | <strong>28</strong>     | 17          | 12           | 12                        | 12                       | 2               | 1    | 1                          | 38.89               | 7.16                |</p>
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<tr>
<th>Description</th>
<th>Engineer I</th>
<th>Engineer II</th>
<th>Engineer III</th>
<th>Engineer IV</th>
<th>Engineer V</th>
<th>Architectural Technician I</th>
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<th>Architectural Technician IV</th>
<th>Design Technician I</th>
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### Development of Project Hourly Rates (IDOT Method)

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<th>Item</th>
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<th>2018 Projected @ 3.0% Increase</th>
<th>2019 Projected @ 3.0% Increase</th>
<th>2020 Projected @ 3.0% Increase</th>
<th>2021 Projected @ 3.0% Increase</th>
<th>2022 Projected @ 3.0% Increase</th>
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*Note: Salary Adjustments are applied on January 1 of Each Year*

Project Duration: September 1, 2017 to December 31, 2018 = 16 months

Allowed Percentage Escalation: 3.00% = 1.030
# Exhibit A - Phase II Engineering Services

## In-House Direct Costs (IHDC)

### Consultant: WBK Engineering LLC

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**Task 1: Supplemental Surveys**

**Task 2: Utility Coordination**

**Task 3: Roadway and Traffic Signal Plans**

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Printed on 10/13/2017 4:44 PM

8 of 11

EXHIBIT A

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"EXHIBIT A  -  PHASE II ENGINEERING SERVICES"
### EXHIBIT A - PHASE II ENGINEERING SERVICES

#### In-House Direct Costs (IHDC)

- **Route**: FAU 5348
- **Local Agency**: City of DeKalb
- **Section**: 16-00169-00-WR
- **Project**:  
- **Job No.**:  
- **Existing Struc**:  
- **Consultant**: WBK Engineering LLC

#### TASK 7: Right-of-Way Acquisition

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#### TASK 8: Permitting and Environmental Coordination

#### TASK 9: Meetings and Coordination

### Sub-Total

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<th>TASK 7</th>
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## In-House Direct Costs (IHDC)

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EXHIBIT "A"

City of DeKalb
Project Scope Description to Provide
Phase II (Design) Services for
Annie Glidden Road/Fairview Drive Intersection

ENGINEERING SERVICES

General Project Information

A. The Phase II for the project is anticipated to begin in October 2017 and be completed in December 2018.


C. This scope does not include:
   a. Lighting design of the I-88 (Reagan Memorial Tollway) Tollway Ramp i.e. the south leg of the intersection. This is being performed by others.
   b. This scope does not include a temporary traffic signal interconnect because no interconnect exists at this intersection in the current condition.
   c. This scope does not include designing mast arm sign details. It is assumed that existing mast arm signs will be transferred to proposed mast arm signs.
   d. This scope does not include any signal coordination and timing (SCAT) work (e.g. interconnect intersection offset in the cycle length.)
   e. No Estimate of Time will be prepared. This will be completed by WBK as part of the larger roadway improvement project.
   f. Shop Drawing Reviews for Signal Improvements.
   g. Construction Services otherwise noted herein.

D. Items to be provided to CMT by WBK: Existing Traffic Signal Interconnect Plans for Annie Glidden Road, Lighting Plans for Existing Tollway Ramp (as it relates to the photometrics of the intersection), Existing ROW (property lines) from GIS for Annie Glidden Road from the intersection of Fairview Drive to South Malta Road. Aerial Imagery raster graphics for the entire project area. Topo, Utility, ROW, and Proposed Design CAD files for the existing conditions, proposed roadway improvements, and maintenance of traffic for proposed construction staging.

E. Items not provided to CMT: The existing permanent traffic signal plans are assumed to not be available based upon discussions with WBK.

F. The intent of the design is to reuse as much of the existing permanent traffic signal equipment as possible. Most of the improvements will be occurring on the north side of the intersection. It is the intent of WBK to reuse as much of the traffic signal equipment on the south side of the intersection. The signal heads will be updated to LED. There will be no pedestrian accommodations in the signal design. The existing intersection utilizes loop detection. The proposed permanent signal will also utilize loop detection. The existing intersection has emergency vehicle preemption (EVP).

G. Deliverables provided by CMT: Photometric Analysis and Recommendations, Prefinal and Final Submittal of Plans, Specs and Cost Estimate (PS&E). We assume no printing of
deliverables i.e. all deliverables will be provided electronically in .pdf, .docx, .xlsx, and .dgn format.

**Phase II Engineering - Detailed Scope of Services**

1. Data Collection and Site Visit
   a. Collect and Review all the information to be provided as indicated above.
   b. A site visit will be performed by a traffic signal design engineer and an electrical engineer for roadway lighting. Since no existing signal plans will be provided, CMT will inventory the size of foundations and the routing and size of conduit for potential reuse. None of the existing signal cable will be inventoried. All new cable will be installed with the proposed design.

2. Temporary Traffic Signals

   Existing permanent signals will need to be removed/modified/reused. Temporary traffic signals will be needed to maintain traffic while the new permanent traffic signals and the roadway improvements are constructed. It is assumed that only one placement of temporary signals will be needed with potential shifting of traffic signals heads along the temporary span wire in accordance with the maintenance of traffic plan. The existing EVP equipment will be transferred to the temporary traffic signal.

   This scope of work includes preparing two temporary traffic signal plan sheets, including:
   a. Temporary Signal Plan and Signal Removal Plan including removal schedule of quantities (1 sheet)
   b. Temporary Cable Plan, Phase Designation and Emergency Vehicle Preemption Diagram, Electrical Service Requirements (1 sheet)

3. Permanent Traffic Signals

   The existing EVP equipment will be designed to be transferred from the temporary signal to the permanent signal.

   This scope of work includes preparing 5 permanent traffic signal plan sheets along with up to 7 District Signal Detail sheets at the prefinal and final submittals including:
   a. Index, Notes and Project Specific Details (1 sheet)
   b. Summary of Quantities (Includes all Signal Related Work including temp and interconnect) (1 sheet)
   c. District Signal Details (up to 7 sheets)
   d. Traffic Signal Installation Plan (2 sheets)
   e. Traffic Signal Cable Plan, Phase Designation and Emergency Vehicle Preemption (EVP) Diagram, Electrical Service Requirements and Schedule of Quantities (1 sheet)

4. Traffic Signal Interconnect

   The permanent signal shall be designed to interconnect to an existing system along Annie Glidden Road. CMT has been told that the southern end of the existing fiber optic interconnect network ends at the intersection of Annie Glidden Road and South Malta Road/West Taylor Street. This intersection is approximately 1 mile north of this project intersection.
This scope of work includes preparing 4 traffic signal interconnect plan sheets for the prefinal and final submittals including:

a. Proposed Interconnect Plan (3 sheets, 50 scale, dual plan)
b. Proposed Interconnect Schematic and Schedule of Quantities (1 sheet, scale to fit)

5. Roadway Lighting

a. Utility Coordination
   Coordinate with ComEd for modifications for electrical service (existing, temporary, permanent)
b. Roadway Lighting Analysis

The scope of work includes preparing 10 roadway lighting sheets including:

c. Electrical Index Sheet with General Notes Sheet (1 sheet)
d. Summary of Lighting Quantities Sheet (1 sheet)
e. Lighting Plan Sheet (1 sheet)
f. Lighting Detail Sheets (4 sheets)
g. Lighting Single Line Diagram (1 sheet)
h. Lighting Controller Details (2 sheets)
i. Electrical Shop Drawing Reviews

6. Pay Items, Quantities, Specs, Cost Estimate

Identify the appropriate IDOT pay items and specifications, as well as provide any District special provisions, or project special provisions to complete the work. Calculate quantities of pay items and have them checked. Prepare an opinion of probable construction cost for the signal and lighting improvements.

7. Project Administration, Management, and Coordination

a. Scope of Work reviews
b. Create and maintain progress schedule
c. Budget control
d. Resource planning
e. Project Team Meetings
f. QA Reviews of each deliverable (No QA Plan assumed)
g. Constructability Reviews
h. Project Closeout
### Annie Gildden Road/Fairview Drive Intersection
#### WBK/City of DeKalb

**Man Hour Estimate for Consulting Services (Total Project)**

*Crawford, Murphy, and Tilly, Inc.*

#### Summary of Man Hours

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<th>Item</th>
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<td>1</td>
<td>Data Collection and Site Visit</td>
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<td>2</td>
<td>Temporary Traffic Signals</td>
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<td>3</td>
<td>Permanent Traffic Signals</td>
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<tr>
<td>4</td>
<td>Traffic Signal Interconnect</td>
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<tr>
<td>5</td>
<td>Roadway Lighting</td>
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<tr>
<td>6</td>
<td>Pay Items, Quantities, Specs, Cost Estimate</td>
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<tr>
<td>7</td>
<td>Project Administration, Management, and Coordination</td>
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</table>

**Total Project Hours:**

- **CMT Hours:**
  - 1 Data Collection and Site Visit: 8
  - 1.a Data Collection: 8
  - 1.b Site Visit: 8
  - Sub - total: 16
  - 2 Temporary Traffic Signals
    - 2.a Temporary Signal Plan and Signal Removal Plan: Sheets Hrs/Sheet: 1 16 16
    - 2.b Cable Plan: 1 12 12
    - Sub - total: 2 28
  - 3 Permanent Traffic Signals
    - 3.a Index, Notes and Project Specific Details: Sheets Hrs/Sheet: 1 8 8
    - 3.b Summary of Quantities: 1 4 4
    - 3.c District Signal Details: 7 0.29 2
    - 3.d Traffic Signal Installation Plan: 2 12 24
    - 3.e Traffic Signal Cable Plan and Schedule of Quantities: 1 12 12
    - Sub - total: 12 50
  - 4 Traffic Signal Interconnect
    - 4.a Interconnect Installation Plan: Sheets Hrs/Sheet: 3 8 24
    - 4.b Proposed Interconnect Schematic and Schedule of Quantities: 1 8 8
    - Sub - total: 32
  - 5 Roadway Lighting
    - 5.a Utility Coordination: Sheets Hrs/Sheet: 4
    - 5.b Roadway Lighting Analysis: 40
    - 5.c Index and General Notes: 1 4 4
    - 5.d Summary of Lighting Quantities Sheet: 1 8 8
    - 5.e Lighting Plan Sheet: 1 16 16
    - 5.f Lighting Detail Sheets: 4 4 16
    - 5.g Lighting Single Line Diagram: 1 8 8
    - 5.h Lighting Controller Details: 2 6 12
    - 5.i Electrical Shop Drawing Reviews: 16
    - Sub - total: 124
  - 6 Pay Items, Quantities, Specs, Cost Estimate
    - 6.a Pay Items: 8
    - 6.b Specifications, District Special Provisions, and Project Special Provisions: 24
    - 6.c Quantities: 24
    - 6.d Engineer's Opinion of Probable Construction Cost: 8
    - Sub - total: 84

---

*Page 1 of 2*
## Project Administration, Management, and Coordination

### Subtotal of Signal Hours (Tasks 2, 3 and 4)

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Route: Arcie Oldies Road Fairview Drive Intersection Improvements - Phase II
Local Agency: City of Oakal
Section No.: 14-09966-50-CH

Method of Compensation:
- Cost Plus Fixed Fee 1: 14.5% DL + R(DL) + OH(DL) + IHDG
- Cost Plus Fixed Fee 2: 14.5% DL + R(DL) + 1.4(DL) + IHDG
- Cost Plus Fixed Fee 3: 14.5% (H1.3) + R(DL) + IHDG

*Firm’s approved rates on file with DOT’S Bureau of Accounting and Auditing:
Overhead Rate (OH): 122.12%
Complexity Factor (%): 6.00
Calendar Days: 450

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<th>Man-Hours</th>
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<th>Payroll Costs (DL)</th>
<th>Overhead*</th>
<th>Services by others</th>
<th>In-House Direct Costs (HDC)</th>
<th>Profit</th>
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<th>% of Grand Total</th>
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Annie Glidden Road/Fairview Drive Intersection  
WBK/City of DeKalb  

Development of Project Hourly Rates (IDOT Method)  
Crawford, Murphy, and Tilly, Inc.

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<th>Item</th>
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<th>2018 Projected @ 3.0% Increase</th>
<th>2019 Projected @ 3.0% Increase</th>
<th>2020 Projected @ 3.0% Increase</th>
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<th>2022 Projected @ 3.0% Increase</th>
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Note: Salary Adjustments are given on January 1 of Each Year

Project Duration: October 2017 thru December 2018 = 15 months
### AVERAGE HOURLY PROJECT RATES

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<th>AVG HOURLY RATES</th>
<th>TOTAL PROJECT RATES</th>
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**TOTALS**

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<td>$34.60</td>
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<td>28</td>
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<td>$32.50</td>
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**PREPARED BY THE AGREEMENTS UNIT**

Printed 9/12/2017 3:11 PM
## AVERAGE HOURLY PROJECT RATES

**FIRM**  Crawford, Murphy & Tilly, Inc.  
**PSB**  NA  
**PRIME/SUPPLEMENT**  NA  
**DATE**  09/12/17  
**SHEET**  2  of  2

<table>
<thead>
<tr>
<th>PAYROLL CLASSIFICATION</th>
<th>AVG HOURLY RATES</th>
<th>TOTAL PROJECT RATES</th>
<th>Pay-Items, Quantities, Sys.</th>
<th>Project Administration, Management, and Coordination</th>
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<tbody>
<tr>
<td></td>
<td>Hours % Part. Wgtd Avg</td>
<td>Hours % Part. Wgtd Avg</td>
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<td>Senior Project Engineer</td>
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**TOTALS**  
- Hours: 334  
- % Part.: 100%  
- $34.66  
- 64  
- 100.00%  
- $32.80  
- 20  
- 100%  
- $48.71  
- 0  
- 0%  
- $0.00  
- 0  
- 0%  
- $0.00

**PREPARED BY THE AGREEMENTS UNIT**  
Printed 9/12/2017 3:32 PM
Annie Glidden Road/Fairview Drive Intersection  
WBK/City of DeKalb  

Estimate of Direct Costs  
Crawford, Murphy, and Tilly, Inc.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>Data Collection and Site Visit</td>
<td></td>
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<tr>
<td></td>
<td>a Travel: 1 trip x 72 mile x $0.54/mile</td>
<td>$38.88</td>
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Sub - total $38.88

2 thru 7 No Direct Costs
PROPOSAL FOR LAND ACQUISITION SERVICES

City of DeKalb
WBL Engineering, LLC

Annie Glidden Road at Fairview Drive

Santacruz Land Acquisitions
310 Happ Road · Suite 206
Northfield, IL 60093
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com
EXECUTIVE SUMMARY

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the City of DeKalb, the Local Public Agency ("LPA") the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

➢ Deliver the right of way on-time to meet the letting
➢ Manage the acquisition risks, including the cost of condemnation litigation
➢ Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Our solution is to assemble a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santa Cruz Land Acquisitions will work with the staff for the LPA and/or WBK Engineering, LLC, Engineer for the LPA, ("Consultant") to develop a land acquisition plan for the reconstruction of Annie Glidden Road at Fairview Drive (the "Project") to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.
All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

Santacruz Land Acquisitions is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

➢ Years of successful on-time delivery of right of way land acquisition services to various other agencies
➢ Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
➢ Extensive experience with complex valuations and acquisitions
➢ Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to the clear title
➢ Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
➢ Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
➢ Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

Our solution is to apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.
ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz Land Acquisitions has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the Santacruz Land Acquisitions team have collaborated in the past on projects.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client’s satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs.

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on two (2) projected parcels of right-of-way, is as follows:

- APPRAISALS/WAIVERS: $7,000.00
- REVIEW APPRAISALS: $2,000.00
- NEGOTIATIONS: $7,000.00

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender’s fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include $500.00 per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the $500.00 per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to four (4) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of $18,000.00 as follows:

- Land Acquisition Services $16,000.00
- Consultation/Meeting Services $1,000.00
- Direct Billable Expenses $1,000.00
Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.

**LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”**

**Task 1: Notice to Proceed**
Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

**Task 2: Kick-off Meeting**
Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.
**Task 3: Delivery and Review of Project Information**

The LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

**Task 4: Introductory Notice to Owners**

The assigned Appraiser will notify the property owner of the proposed taking and the beginning the valuation process of the property. The notice will invite the property owner to be present during the inspection by the appraiser.

**Task 5: Appraisal / Waiver Valuation**

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

While IDOT has revised its policies regarding waiver valuations, their use on this Project would be available at this time. Waiver valuations would require coordination with the LPA. In addition, waiver valuations can only be used if the right-of-way is acquired in the name of the LPA.

It should be noted that a waiver valuation is not an appraisal and may not be represented to be an appraisal. Accordingly, when an offer to purchase based on a waiver valuation is rejected and the parcel is referred to condemnation, an appraisal, written by a qualified staff or fee appraiser, must be written and reviewed.

Santacruz Land Acquisitions will provide guidance to the LPA in making its decision on whether or it should proceed with waiver valuations for this Project.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer. At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pretrial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

**Task 6: Review Appraisal**

All appraisals will be reviewed by the Review Appraiser assuring that all items affecting the value of the property have been considered in the appraisal.

The Review Appraiser will complete the Right of Way Appraisal Review Certification (using the form designated by IDOT) and a copy will be attached to the appraisal delivered by Santacruz Land Acquisitions.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals and/or reviews resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.
Task 7: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will have no authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA’s letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator’s report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator’s Log
documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator’s Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pretrial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT’s District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.
a. Pricing Schedule
Compensation for Services

Appraisal Services

Appraisals $3,500.00
Revision to appraisal due to change in ROW or plans\(^1\) $1,500.00 - $4,000.00

Review Appraisal Services

Review Appraisals $1,100.00
Revision to review appraisal due to change in ROW or plans\(^1\) $900.00 - $1,500.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest $3,500.00

Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator\(^1\) $1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser\(^2\) $1,000.00
Hourly rate for consultation not otherwise specifically provided for herein $250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee $25.00
Title insurance policies – In addition to actual recording costs + Administrative fee $25.00
Recording of Documents – In addition to actual recording costs + Administrative fee $25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee $25.00

\(^1\) Requires additional work order.
October 10, 2017

Mr. S. Brent Pottorff
Project Manager
WBK Engineering, Inc.
116 West Main Street – Suite 201
St. Charles, IL 60174

via email: bpottorff@wbkengineering.com

Re: Preliminary Environmental Site Assessment (PESA) — Intersection Improvement Project
Annie Glidden road at Fairview Drive—DeKalb, DeKalb County, Illinois
Proposal No.: 81.PT00134.18

Dear Mr. Pottorff:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (H&H) is pleased to submit this proposal to WBK Engineering, Inc. (Client) to provide environmental services for the proposed improvement project located in DeKalb Illinois. Client has requested completion of a Preliminary Environmental Site Assessment (PESA) associated with the intersection of Annie Glidden Road and Fairview Drive in DeKalb, Illinois.

H&H has recently completed a PESA (Dated August 31, 2017) for various locations in DeKalb, including the east leg of the intersection along Fairview Road. Client has requested an update to the existing PESA document. Based on the information provided, if the intersection improvements extend approximately 1,000-feet to the north, south, and west of the intersection, H&H proposes utilizing the existing PESA to cull out the information specific to this project corridor and prepare a PESA document specific for this project. If the project limits extend beyond this distance, additional assessment may be required, including obtaining an additional database specifically to provide coverage for the entire project corridor. Costs for the additional database order have been included in this scope.

1. SCOPE OF SERVICES

Task 1 — Preliminary Environmental Site Assessment (PESA)

H&H will utilize the existing PESA as the basis for the document for this project area. Specifically, we propose to obtain a new database (if necessary for full coverage of the project area) and cull information from the existing PESA to draft a document that is specific to this project area. The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste Procedures. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- Public Act 96-1416

A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for firsthand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

D. Report Preparation

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

a) The project location and description
b) Historical uses of corridors.
c) The area geology and hydrology.
d) The environmental status of sites adjacent to the corridors regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
e) An analysis of the site inspection.
f) A summary of the findings regarding any environmental concerns. This will include IDOT's per Memo 66-10 and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management.

Task 2 – Project Management

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout.
Task 3 – QA/QC

Time under this task includes QA/QC time for the PESA report as described above.

2. LEVEL OF EFFORT AND SCHEDULE

PESA work will commence within three (3) business days of project approval, with the PESA report to be completed within three (3) weeks.

3. TERMS AND CONDITIONS

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H’s report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.
Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of ________________________________.

By: ________________________________ Title: ________________________________

Printed/Typed Name: ________________________________ Date: ________________________________
The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.’s (H&H’s) Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INFRINGEMENT" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

1. Services. H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H’s costs will be the subject of a negotiated amendment or change order.

2. Standard of Care; Warranties.
   a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
   b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
   c. EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H’S PROPOSAL OR BY ANY OF H&H’S ORAL OR WRITTEN REPORTS.
   d. H&H assigns to you any manufacturers’ warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

3. Payment.
   a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
   b. Any retainer specified in H&H’s Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
   c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 30 days’ written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H’s costs of collecting overdue invoices, including reasonable attorneys’ fees.

4. Your Responsibilities.
   a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of
the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.

b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:

(i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;

(ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and

(iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.

c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

6. **Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

(i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or

(ii) that are not correctly marked by the appropriate utility.

7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. H&H'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.

8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.

9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take
title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

11. Limits on H&H's Responsibility. H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

12. Changed Conditions.
   a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
   b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
   c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

14. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

15. Confidentiality; Subpoenas. Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.
16. **Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor’s pollution liability insurance. H&H will furnish you certificates of such insurance on request.

17. **Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as “H&H”) against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H’s negligence or willful misconduct.

18. **Limitation of Remedies.**
   a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as “H&H”) for all claims arising out of this Agreement or the services is limited to $50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
   b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
   c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
   d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
   e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
   f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

19. **Disputes.**
   a. All disputes between you and H&H shall be subject to non-binding mediation.
   b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
   c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
   d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. **Miscellaneous.**
   a. Illinois law shall govern this Agreement.
   b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
   c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
   d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
   e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
   f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
   g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
   h. These Terms and Conditions shall govern over any inconsistent terms in H&H’s Proposal.
   i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
EXHIBIT "B"

Route          FAU 5348
Local Agency   City of DeKalb
Section        16-00189-00-WR

Annie Glidden Road at Fairview Drive Intersection Improvements
City of DeKalb
EXHIBIT B - PHASE II ENGINEERING SERVICES

Escalation Factor  1.023

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<th>Classification</th>
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<th>Adjusted Rate</th>
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<td>Office Professional</td>
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EXHIBIT "B"

Annie Glidden Road/Fairview Drive Intersection
WBK/City of DeKalb

Computation of Prorated
Project Hourly Rates

Crawford, Murphy, and Tilly, Inc.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Actual 2017 Average Hourly Rate</th>
<th>Weighted Hourly Rate Multiplier</th>
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* Rates to be applied to all project work tasks
November 27, 2017

Ms. Jennifer Jeep Johnson, City Clerk
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

HPP-STLU
City of DeKalb
Section No. 16-00189-00-WR
Engineering Agreement

Dear Ms. Johnson:

The agreement dated October 23, 2017 between the City of DeKalb and WBK Engineering LLC for engineering services to be performed in connection with this section was approved by the department on November 27, 2017.

The costs for engineering services are permitted for Motor Fuel Tax funds and will be authorized upon receipt of a Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 09150).

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

Sincerely,

Kevin Marchek, P.E.
Region Two Engineer.

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

Enclosure

cc: WBK Engineering LLC (St. Charles)
Compliance Review

SC:ac
S:\imp\local roads\typing 2017\EngineeringAgreement-Munic_DeKalb_16-00189-00-WR