RESOLUTION 2018-080  
PASSED: JUNE 25, 2018

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH FEHR-GRAHAM & ASSOCIATES, LLC FOR CITY
ENGINEERING SERVICES BEGINNING AUGUST 1, 2018,
THROUGH JULY 31, 2021, IN THE AMOUNT OF $170,560
ANNUALLY, PLUS A 2.5% INCREASE PER YEAR.

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

Section 1: That the Mayor of the City of DeKalb be authorized and directed to execute an
Professional Services Agreement with Fehr-Graham & Associates, LLC for City
engineering services for three years in the annual amount of $170,560, plus a 2.5%
increase per year. Such services shall be provided in accordance with the scope of work
within the agreement. The agreement shall be substantially in the form attached hereto,
subject to such changes as shall be acceptable to the Mayor with the recommendation of
the City Manager.

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

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting
thereof held on the 25th day of June 2018, and approved by me as Mayor on the same
day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan,

ATTEST:

RUTH A. SCOTT, Deputy City Clerk

JERRY SMITH, Mayor
PROFESSIONAL SERVICE AGREEMENT (ADVISOR)
CITY OF DEKALB

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Fehr Graham" 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 in Exhibit A.

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 for 3 years from the date of execution, or until terminated by either party upon thirty (30) 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 B. 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. The following optional provisions, if checked, shall apply:

X This work is to be completed on a time-and-materials basis in accordance with the rate schedule attached in Exhibit A.

☐ This work is to be completed subject to a not-to-exceed price of $__________.

☐ The Parties expressly acknowledge that this Agreement is being entered into pursuant to the City Manager's spending authority, and in no event shall the sum of all charges contemplated herein, inclusive of all fees, expenditure reimbursements or other payments of any kind,
exceed Twenty Thousand Dollars ($20,000.00). Unless and until the City provides written notice to Contractor that this agreement has been ratified, approved or amended by the City Council and can exceed that threshold, this Agreement shall be deemed to terminate automatically, without any obligation for further notice, work or payment, upon reaching the threshold. Contractor shall provide the City with written notice when the total amount charged hereunder has reached or exceeded Fifteen Thousand Dollars ($15,000.00).

D. Changes in Rates of Compensation:

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 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. The Parties acknowledge that this Agreement is for professional services and is not subject to the Illinois Prevailing Wage Act.

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. 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. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act 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). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time so do, 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 Exhibit A, and for the means and methods of completing such work. The City’s compensation to Contractor shall be limited to that described in Exhibit 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.

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.

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business and perform the services contemplated herein in the State of Illinois, under all applicable Illinois laws and regulations.

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 contracting 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.
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.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

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

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.
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: 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 36-2780335 and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) 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.

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not
limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

I. Indemnification:

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.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnities") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnity or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnities. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.
J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. 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 made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, 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 and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

L. Notices:

All notices required to be given under the terms of this License shall be given by US mail, postage prepaid, or by e-mail, addressed to the parties as follows:

For the City: For the Contractor:
City Manager Jason Stoll
City of DeKalb Fehr Graham
200 S. Fourth Street 515 Lincoln Highway
DeKalb, IL 60115 Rochelle, IL 61068

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

M. 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.

N. 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.

O. Conflicts:

Contractor may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor's work for the City, even if the interests of such clients in those matters are directly adverse to City. Contractor agrees however that the City's prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of Contractor's representation of the City, Contractor has obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of Contractor, could be used in any such other matter by such client to the material disadvantage of the City. Contractor and the City covenant to work in good faith to identify any current or prospective conflicts, and to negotiate in good faith to resolve or waive such conflicts, or to limit or terminate services under this Agreement so as to avoid such conflicts.

Agreed to this 25th day of June, 2018.

City of DeKalb

City Mayor/Manager

City Clerk

Contractor

[Signature]

(title) Principal

(attend) Project Assistant

Exhibit A: Description of Work
Generally, the Scope of Services defined in RFP.

Exhibit B: Fee Schedule
Submitted by Respondent.

Exhibit C: Insurance Requirements
As indicated in RFP.
Exhibit A
Description of Work
June 13, 2018

Mr. Tim Holdeman  
Public Works Director  
City of DeKalb  
1216 Market Street  
DeKalb, Illinois 60115

Re: Proposal for Engineering Outsourcing Services

Dear Mr. Holdeman:

Thank you for giving Fehr-Graham & Associates (Fehr Graham) the opportunity to provide engineering design services for the City of DeKalb (City), Illinois on various projects over the past few years. Per our submitted Statement of Qualifications and at your request, Fehr Graham is submitting this written proposal outlining the scope of work to provide engineering outsourcing services to the City.

MUNICIPAL ENGINEERING OUTSOURCING

Our municipal engineering outsourcing service includes the completion of day-to-day operations and administrative functions as outlined by the direction given by the City’s Public Works Director. Whereas it has been our experience that there is some difficulty in drawing specific lines with respect to the limits of the duties to be included as part of an engineering outsourcing engagement, we believe that the example list of services included herein, as well as the list of exclusions, outlines the general areas of responsibilities to be considered part of this outsourcing contract. The outsourcing would provide an efficient and comprehensive engineering department that will address the specific needs of the City. The following is a breakdown of the details regarding the outsourcing service:

- Fehr Graham will provide a full-time (40 hours/week) staff member who will report directly to the City offices on a daily basis to maintain and address the City’s municipal engineering responsibilities. In addition to the normal 40-hour work week, said staff member will also attend the various City Council and other after-hour meetings. Staff member will report directly to and take direction from the Public Works Director (PWD). The Fehr Graham staff person will be the primary point of contact with regards to the City’s engineering matters, address the day-to-day programs and manage the various infrastructure projects as assigned.

- Said full-time person will be a Professional Engineer (PE) licensed to practice in the State of Illinois and will have sufficient knowledge of the principles and practices of engineering, a working knowledge of the typical operations of a municipality, and an understanding of the City Manager form of government.

- This position will require the City to furnish an office with desk and chair, computer with applicable access to information necessary to perform the job responsibilities, internet service and access to applicable files and associated documentation.
June 13, 2018  
Mr. Tim Holdeman, City of DeKalb  
Proposal for Engineering Outsourcing Services  
Page 2

- Fehr Graham will provide all wages and benefits, vehicle, safety equipment and cellular telephone.
- During periods of staff vacation or extended illness, Fehr Graham will provide an alternate PE to fulfill the role of City Engineer during the absence. For the purposes of this proposal, the Fehr Graham staff will be treated consistently with employed City staff (with the exception of scheduled vacation time) with annual time off including up to five (5) sick days and the City’s recognized holidays.
- Fehr Graham staff (Principal, Project Manager and/or other staff who are familiar with municipal operations) will also be made available to conduct peer review of the applicable reports, plans, etc., that are completed for the City. Senior Fehr Graham staff will also be available to assist, as necessary, should overly challenging or unique situations arise.
- The City hereby acknowledges and agrees they will continue to maintain all responsibility and liability for compliance with laws and regulations as applicable. Under this type of agreement, the City would continue to be responsible for ensuring that general operations are conducted in a matter consistent with applicable Federal, State, and Local requirements. If an incident did occur, the City will remain responsible for all associated ramifications.

EXAMPLES OF SERVICES INCLUDED

- Attend all City Council meetings, staff meetings, Development Review Team (DRT) meetings and all other meetings as requested by the PWD.
- Advise fellow staff and elected officials. The City Engineer will adhere to the ordinances and decisions made by City Council, City Manager and PWD. City Engineer will provide expertise, opinions and advice to City staff and elected officials on potable water systems, storm water drainage, local streets and roads and site development.
- Prepare applicable parts of the Capital Improvement Plan including planning, preparing cost estimates and budgeting.
- Work with the PWD in public infrastructure project delivery. The City Engineer will assist in prioritizing projects, selecting consultants and the negotiation of contracts, manage consultant design and project permitting, and manage construction activities.⁽¹⁾
- Work cohesively with the DRT and manage the engineering review process for site development. The City Engineer will work with the PWD in selecting an outside plan review consultant, oversee the review process and ensure the timely delivery of results.⁽²⁾
- Interprets and/or enforces the zoning ordinances as they relate to engineering and infrastructure, as required.
- Liaison between the City and outside parties, such as County officials, nearby municipal officials, sanitary district, tollway, MPO, utility companies, etc.
- Supervise the preparation of contracts and the calling for bids for minor engineering services or routine construction projects.
• Review and approve applications for construction within the right-of-way, including utility installation, driveway construction/repair or other building permits.

• Keep organized records of projects, communications and expenditures.

• Prepare special studies and reports on a variety of subjects and activities as requested by the PWD, City Council or City Manager.

• May use computer applications such as spreadsheets, word processing, calendar, e-mail, and database software in performing work assignments.

  (1) Preparation of actual design plans and specifications for projects to be sent to bid for construction to be completed by an outside consultant or through a separate contract with Fehr Graham.

  (2) Completion of detailed plan reviews of more complicated projects will be completed by an outside consultant or through an additional contract with Fehr Graham.

EXCLUSIONS

• Preparation of detailed engineering plans and specifications for water, sewer, storm water, roadway or other infrastructure projects.

• Actual updates and maintenance of City maps that would be completed by other City staff or outside CAD Technicians.

• Preparation of surveys, plats, easements or any other similar work required by the State of Illinois to be completed by a Registered Professional Land Surveyor.

• Construction observation and field inspections of public improvements being made as part of new developments. This work is to be provided by other City staff or an outside consultant under the direction of the City Engineer. All work associated with this task is assumed to be reimbursable from the land developer.

• Special negotiations, complex annex agreements, litigation or other tasks that, as authorized by the PWD or City Manager, require additional expertise from Fehr Graham staff.

• Potable water utility operations and the execution of IEPA regulatory water reports.

FEES

We are prepared to provide the above outlined services for the following monthly fee:

<table>
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<tr>
<th>Period</th>
<th>Fee</th>
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<tr>
<td>August 2018 through December 2019</td>
<td>$170,560 ($14,213.33 monthly)</td>
</tr>
<tr>
<td>January through December 2020</td>
<td>$174,824 ($14,568.67 monthly)</td>
</tr>
<tr>
<td>January through July 2021</td>
<td>$179,194 ($14,932.88 monthly)</td>
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ADDITIONAL ENGINEERING SERVICE CONTRACTS

One of the benefits and advantages to outsourcing municipal engineering services with Fehr Graham is our experience with the needs and challenges of municipalities similar to the City of DeKalb. Further, the staff member assigned to the City will have a wealth of experience and staff available to him/her on an as-needed basis in order to provide the City with a much higher level of service than can be accomplished by a single employee. You and the Fehr Graham engineer have a large group of seasoned engineers and specialists available to provide the direction or technical expertise necessary to handle any tough situation that may arise. Further, he/she has a direct relationship with a team who can address specific projects that the City may want to undertake with a greater level of understanding, commitment, and efficiency than is typically experienced with the City/Consulting Engineer relationship.

TERMS AND CONDITIONS FOR ENGINEERING OUTSOURCING SERVICES

- The structure and duration of services will be determined based on a specific start date per the direction of the City. Typically, the contract is based on a 12-month period with an annual review with an inflationary fee adjustment.

- The City will be invoiced on a lump sum monthly rate as presented above.

- This Agreement does not exclude Fehr Graham from completing any projects currently awarded to Fehr Graham nor does it preclude Fehr Graham from being selected to complete future engineering design, plan review, structural or environmental projects for the City.

- The City hereby acknowledges and agrees that they maintain all responsibility and liability for compliance with laws and regulations as applicable to the City.

- The City agrees it will not hire or attempt to hire away from Fehr Graham any staff that has been actively engaged in providing engineering services to the City under this Agreement. This clause shall be valid for a period of twelve (12) months from the termination of this Agreement.

Fehr Graham is committed to expanding our positive and rewarding relationship with the City of DeKalb. We believe our record speaks for itself with regards to the type and quality of service we have provided the City, as well as similar communities throughout the northern Illinois and southern Wisconsin region.

Once you have had a chance to review the proposal, please feel free to contact me with any questions you may have. If the Information we have provided is in line with your expectations, we look forward to receiving approval from the City Council to begin as City Engineer for the City of DeKalb.

Respectfully submitted,

Noah Carmichael, P.E.
Principal

JTS:cld

N:\Proposals\2018\Jason Stoll\DeKalb, City of\JTS DeKalb Engineering Outsourcing Service Proposal.docx
Exhibit B
Fee Schedule
We are prepared to provide the services as outlined in Exhibit A for the following monthly fee:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 2018 through December 2019</td>
<td>$170,560</td>
</tr>
<tr>
<td>January through December 2020</td>
<td>$174,824</td>
</tr>
<tr>
<td>January through July 2021</td>
<td>$179,194</td>
</tr>
</tbody>
</table>

($14,213.33 monthly)
($14,568.67 monthly)
($14,932.88 monthly)
Exhibit C
Certificate of Insurance
ACORD™
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2018

Client#: 29020

PRODUCER
Dimond Bros Insurance, LLC
660 W Stephenson St.
Freeport, IL 61032

INSURED
Fehr- Graham & Associates, LLC
221 E. Main, Suite 200
Freeport, IL 61032

COVERAGES

COVERAGE A: COMMERCIAL GENERAL LIABILITY
- CLAIMS-MADE
- X OCCUR

LIMITS
- EACH OCCURRENCE: $1,000,000
- DAMAGE TO RENTED PREMISES (Excluded)
- MEDI EXP (Any one person): $5,000
- PERSONAL & ADV LIABILITY: $1,000,000
- GENERAL AGGREGATE: $2,000,000
- PRODUCTS LIABILITY (Comp/Act): $2,000,000

COVERAGE A: AUTOMOBILE LIABILITY
- ANY AUTO
- ALL OWNED AUTOS
- SCHEDULED AUTOS
- NON-OWNED AUTOS

LIMITS
- COMBINED SINGLE LIMIT (Per accident): $1,000,000
- BODILY INJURY (Per person): $
- BODILY INJURY (Per accident): $
- PROPERTY DAMAGE (Per accident): $

COVERAGE A: UMBRELLA LIABILITY
- EXCESS LIABILITY
- CLAIMS-MADE

LIMITS
- EACH OCCURRENCE: $8,000,000
- AGGREGATE: $8,000,000

COVERAGE B: WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- ANY PROPRIETOR/PARTNER/EQUITY OWNER
- OFFICER/OWNER EXCLUDED

LIMITS
- E.L. EACH ACCIDENT: $1,000,000
- E.L. DISEASE - EA Employee: $1,000,000
- E.L. DISEASE - POLICY LIMIT: $1,000,000

DESCRIPTION OF OPERATIONS/Locations/Vehicles (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
Scope of Services - To fulfill the duties of the position of City Engineer and to perform other related duties as directed by the Public Works Director.

** Workers Comp Information **
(See Attached Descriptions)

CERTIFICATE HOLDER
City of DeKalb
200 S. Fourth St
De Kalb, IL 60115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Proprietors/Partners/Executive Officers/Members Excluded:
Joel P. Zirkle, Principal
R. Todd Weegens, Principal
Michael W. Gronewold, Principal
Ken R Thompson, Principal
Adam G. Holder, Principal
Noah J. Carmichael, Principal

** Supplemental Name **
First Supplemental Name applies to all policies - Fehr & Graham & Associates, LLC
First Supplemental Name applies to all policies - Fehr-Graham & Associates LLC
First Supplemental Name applies to all policies - Fehr-Graham & Associates, Engineering and Science Consultant
First Supplemental Name applies to all policies - Fehr-Graham & Associates, Consulting Engineers
First Supplemental Name applies to all policies - Joseph G Graham and Allen E Fehr Consulting Engineers
First Supplemental Name applies to all policies - R. Todd Weegens, Ken R. Thompson, Michael W. Gronewold,
First Supplemental Name applies to all policies - Adam G. Holder, Joel P. Zirkle, Noah J. Carmichael
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED
(Section II):

Any person or organization that you agree in a
"contract or agreement requiring insurance" to in-
clude as an additional insured on this Coverage Part, but only with respect to liability for "bodily in-
jury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on
your behalf:

a. In the performance of your ongoing opera-
tions;

b. In connection with premises owned by or
rented to you; or

c. In connection with "your work" and included
within the "products-completed operations
hazard".

Such person or organization does not qualify as
an additional insured for "bodily injury", "property
damage" or "personal injury" for which that per-
son or organization has assumed liability in a con-
tact or agreement.

The insurance provided to such additional insured
is limited as follows:

d. This insurance does not apply on any basis to
any person or organization for which cover-
age as an additional insured specifically is
added by another endorsement to this Cover-
age Part.

e. This insurance does not apply to the render-
ing of or failure to render any "professional
services".

f. The limits of insurance afforded to the addi-
tional insured shall be the limits which you
agreed in that "contract or agreement requir-
ing insurance" to provide for that additional
insured, or the limits shown in the Declara-
tions for this Coverage Part, whichever are
less. This endorsement does not increase the
limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage
Part.

B. The following is added to Paragraph a. of 4.
Other Insurance in COMMERCIAL GENERAL
LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or
agreement requiring insurance" that the insurance
provided to an additional insured under this Cov-
erage Part must apply on a primary basis, or a
primary and non-contributory basis, this insurance
is primary to other insurance that is available to
such additional insured which covers such addi-
tional insured as a named insured, and we will not
share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for
which coverage is sought occurs; and

(2) The "personal injury" for which coverage is
sought arises out of an offense committed;

after you have entered into that "contract or
agreement requiring insurance". But this insur-
ance still is excess over valid and collectible other
insurance, whether primary, excess, contingent or
on any other basis, that is available to the insured
when the insured is an additional insured under
any other insurance.

C. The following is added to Paragraph 8. Transfer
Of Rights Of Recovery Against Others To Us
in COMMERCIAL GENERAL LIABILITY CON-
DITIONS (Section IV):

We waive any rights of recovery we may have
against any person or organization because of
payments we make for "bodily injury", "property
damage" or "personal injury" arising out of "your
work" performed by you, or on your behalf, under
a "contract or agreement requiring insurance" with
that person or organization. We waive these
rights only where you have agreed to do so as
part of the "contract or agreement requiring insur-
ance" with such person or organization entered
into by you before, and in effect when, the "bodily
"injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):
"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;
b. While that part of the contract or agreement is in effect; and
c. Before the end of the policy period.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS
XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions A. – T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the PROVISIONS of this endorsement carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured
B. Incidental Medical Malpractice
C. Reasonable Force – Bodily Injury Or Property Damage
D. Non-Owned Watercraft – Increased To Up To 75 feet
E. Aircraft Chartered With Crew
F. Extension Of Coverage – Damage To Premises Rented To You
G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion
H. Medical Payments Limit
I. Increased Supplementary Payments
J. Additional Insured – Owner, Manager Or Lessor Of Premises
K. Additional Insured – Lessor Of Leased Equipment
L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
N. Additional Insured – Architect, Engineer Or Surveyor
O. Who Is An Insured – Newly Acquired Or Formed Organizations
P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess
Q. Per Project General Aggregate Limit
R. Knowledge And Notice Of Occurrence Or Offense
S. Unintentional Omission
T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement
U. Amended Bodily Injury Definition
V. Amended Insured Contract Definition – Railroad Easement
W. Amended Property Damage Definition – Tangible Property
X. Additional Definition – Contract or Agreement Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of COVERAGE A BODILY

CG D3 79 09 07 © 2007 The Travelers Companies, Inc. Page 1 of 8
INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGE (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B:

a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;

b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGE (Section I):

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGE (Section I) is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGE (Section I) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry persons or property for a charge.

2. Only as respects the insurance provided by this Provision D., WHO IS AN INSURED (Section II) is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGE (Section I):

Aircraft chartered with crew, including a pilot, to any insured.
2. This Provision E. does not apply if the chartered aircraft is owned by any insured.

3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the Insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Rupture, bursting, or operation of pressure relief devices;

b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water.

The Damage To Premises Rented To You Limit will apply to all “property damage” proximately caused by the same “occurrence”, whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

a. $1,000,000; or

b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph 6. of the definition of “insured contract” in DEFINITIONS (Section V) is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an “insured contract”;

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I) is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the Knowing Violation Of Rights Of Another Exclusion in 2. Exclusions of COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY of the WEB XTEND LIABILITY Endorsement:

This exclusion does not apply to “personal injury” caused by malicious prosecution.
H. MEDICAL PAYMENTS LIMIT
The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to $10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS
Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGE A AND B in COVERAGES (Section I) are amended as follows:
1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to $2,500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to $500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES
1. WHO IS AN INSURED (Section II) is amended to include as an insured:
Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:
   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
   b. The insurance afforded to such additional insured does not apply to:
      (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
      (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or
      (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT
1. WHO IS AN INSURED (Section II) is amended to include as an insured:
Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:
   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
   b. The insurance afforded to such additional insured does not apply:
      (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. “Bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of operations performed for that state or political subdivision; or

2. “Bodily injury” or “property damage” included within the “products – completed operations hazard”.

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a “contract or agreement requiring insurance” to include as an additional insured on this Coverage Part, but only with respect to liability for “bodily injury”, “property damage” or “personal injury” that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or “your work”.

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.
However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

a. That is not shown as a Named Insured in the Common Policy Declarations, and

b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.

2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

   The General Aggregate Limit is the most we will pay for the sum of:
   
   a. Damages under Coverage B; and
   
   b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".

2. The following is added to LIMITS OF INSURANCE (Section III):

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

a. Any other Per Project General Aggregate Limit for any other "project";

b. The General Aggregate Limit; or

c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.
Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

   The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person;

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or

c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION

1. Subparagraph c. of the definition of "insured contract" in DEFINITIONS (Section V) is deleted and replaced by the following:

   c. Any easement or license agreement;

2. Subparagraph f.1 of the definition of "insured contract" in DEFINITIONS (Section V) is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION

1. The definition of "property damage" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Property damage" means:

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.
X. The following definition is added to SECTION V – DEFINITIONS:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in your employee's name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your
COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don’t own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.a., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by
such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
May 18, 2018

Mr. Tim Holdeman  
Public Works Director  
City of DeKalb  
200 South Fourth Street  
DeKalb, Illinois 60115  

RE: City of DeKalb Request for Proposals  
Professional Engineering Services, City Engineer Position  
Letter of Interest  

Dear Mr. Holdeman,

Fehr Graham is pleased to submit a Statement of Qualifications to the City of DeKalb for Professional Engineering Services, specifically for the contract City Engineer position. Thank you for this opportunity. Fehr Graham proudly provides professional engineering services to more than 90 communities in Illinois, Wisconsin, and Iowa. By partnering with Fehr Graham, the City of DeKalb will be represented by an experienced, licensed professional engineer. An engineer is only the beginning of what Fehr Graham will provide the City of DeKalb.

_The whole is greater than the sum of its parts._ We know the real benefit in a partnership between the City and Fehr Graham is the support provided by our entire team, which includes professional engineers, land surveyors, environmental scientists, grant writers, and landscape architects with decades of experience in municipal infrastructure improvement projects. Our representative will have full access to all company resources - more than 170 people in 10 Midwest offices - to ensure we provide the City of DeKalb the best servicing possible. With an office in Rochelle only 30 minutes away, we will provide the City with responsive and immediate services daily.

DeKalb, like so many of the communities we represent, face difficult challenges to maintain and improve the City’s infrastructure. Our team understands those challenges, which is why we strive to develop common sense solutions that deliver cost-effective results. Our professional grant writers work with our engineers to find financial aid to assist our clients’ infrastructure improvements programs. We are adept in state and federal funding programs.

Thank you for taking the time to consider Fehr Graham for the City Engineer position. It is an honor to present our qualifications to you. If I can be of any assistance to you, please contact me at your convenience.

Respectfully,

Jason T. Stoll, PE  
Branch Manager
WHY FEHR GRAHAM?

WE ARE THE LOCAL FIRM WITH BIG FIRM CAPABILITIES. We’re professionals who are dedicated to relationships with clients and getting positive results. Our expertise crosses many disciplines, which allows us to better serve you.

BEING RESPONSIVE to your needs is the #1 goal. We are there for you when it counts most and every other time.

OUR CORE VALUES

WE BRING VALUE. WE BUILD TRUST. WE DREAM BIG. WE OWN IT. WE HAVE FUN.

OUR MISSION IS TO IMPROVE THE COMMUNITIES WHERE WE LIVE AND WORK BY PROVIDING COLLABORATIVE, INSIGHTFUL, RESULTS-DRIVEN SOLUTIONS.
Fehr Graham has provided professional engineering services to local governments in Illinois since 1973. Below is a summary of services we provide to some of our local clients. On the next page, you’ll find a list of all the communities we represent.

<table>
<thead>
<tr>
<th>Municipality (Representative)</th>
<th>Contract Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roscoe (Zac Gill)</td>
<td>Full-time (40 hours per week) outsourcing contract for Professional Engineering Services  &lt;br&gt; Required attendance at Village Board and committee meetings  &lt;br&gt; Developed Capital Infrastructure Improvements Program and Annual Streets Maintenance Programs  &lt;br&gt; Plan review and coordination with Village staff/elected officials  &lt;br&gt; Worked with staff and elected officials to develop and promote 1 percent sales tax referendum for transportation improvements</td>
</tr>
<tr>
<td>Byron (Jason Stoll)</td>
<td>Required attendance at City Council and committee meetings  &lt;br&gt; Developed Capital Infrastructure Improvements Program and Annual Streets Maintenance Programs  &lt;br&gt; Design engineering for streets, water distribution, and wastewater treatment plant projects  &lt;br&gt; Plan review and coordination with City staff/elected officials  &lt;br&gt; Provided construction engineering for $3 million upgrade to wastewater treatment facility</td>
</tr>
<tr>
<td>Cortland (Brandy Williams)</td>
<td>Developed Capital Infrastructure Improvements Program and Annual Streets Maintenance Programs  &lt;br&gt; Design engineering for streets, water distribution, and wastewater treatment plant projects  &lt;br&gt; National Pollutant Discharge Elimination System construction inspections (MS4 Community)  &lt;br&gt; Plan review and coordination with City staff/elected officials</td>
</tr>
<tr>
<td>Morrison (Jason Stoll)</td>
<td>Plan review and coordination with City staff/elected officials  &lt;br&gt; Developed Annual Streets Maintenance Programs  &lt;br&gt; Provided construction engineering services for $12 million upgrade to wastewater treatment facility and collection system funded by Illinois Environmental Protection Agency (IEPA) loan program</td>
</tr>
<tr>
<td>Kirkland (Jason Stoll)</td>
<td>Appointed Village engineer in 2017  &lt;br&gt; Developed plans for $1 million regional stormwater management facility, securing funding through IEPA loan program.</td>
</tr>
<tr>
<td>Pecatonica (Jason Stoll)</td>
<td>Required attendance at Village Board and committee meetings  &lt;br&gt; Development of Capital Infrastructure Improvements Program and Annual Streets Maintenance Programs  &lt;br&gt; Design engineering for streets, water distribution, and wastewater treatment plant projects  &lt;br&gt; Plan review and coordination with City staff/elected officials  &lt;br&gt; Developed plans for $6 million water distribution improvements project, securing funding through IEPA loan program.</td>
</tr>
</tbody>
</table>
EXPERIENCE AND SERVICES | MUNICIPAL CLIENTS

At Fehr Graham, we specialize in municipal engineering services. We proudly provide professional engineering services to more than 90 communities in Illinois, Wisconsin, and Iowa.

- Apple River, Illinois
- Broadhead, Wisconsin
- Browntown, Wisconsin
- Buckley, Illinois
- Byron, Illinois
- Calmar, Iowa
- Catlin, Illinois
- Cedar Rapids, Iowa
- Center Point, Iowa
- Champaign, Illinois
- Chrisman, Illinois
- Clarksville, Iowa
- Clermont, Iowa
- Coggon, Iowa
- Cortland, Illinois
- Danville, Illinois
- Decatur, Illinois
- DeKalb, Illinois
- Dixon, Illinois
- Durand, Illinois
- East Dubuque, Illinois
- East Dundee, Illinois
- Fairbank, Iowa
- Fairmount, Illinois
- Fayette, Iowa
- Fithian, Illinois
- Flora, Illinois
- Forreston, Illinois
- Fredericksburg, Iowa
- Freeport, Illinois
- Garnavillo, Iowa
- German Valley, Illinois
- Gratiot, Wisconsin
- Guttenberg, Iowa
- Hanover, Illinois
- Homer, Illinois
- Jesup, Iowa
- Kirkland, Illinois
- Lanark, Illinois
- LaSalle, Illinois
- Lawler, Iowa
- Lena, Illinois
- Lost Lake Utility District (Dixon, Illinois)
- Loves Park, Illinois
- Mahomet, Illinois
- Manchester, Iowa
- Maynard, Iowa
- Monona, Iowa
- Monroe, Wisconsin
- Monticello, Illinois
- Morrison, Illinois
- Mount Hope, Wisconsin
- Nashua, Iowa
- New Albin, Iowa
- New Hartford, Iowa
- Ottawa, Illinois
- Otter Creek Lake Utility District (Davis, Illinois)
- Paw Paw, Illinois
- Pearl City, Illinois
- Pecatonica, Illinois
- Poplar Grove, Illinois
- Prophetstown, Illinois
- Rochelle, Illinois
- Rock City, Illinois
- Rockford, Illinois
- Roscoe, Illinois
- Royal, Illinois
- Ryan, Iowa
- Savoy, Illinois
- Scales Mound, Illinois
- Seward (Illinois) Sanitary District
- Shannon, Illinois
- Shell Rock, Iowa
- South Beloit, Illinois
- South Wayne, Wisconsin
- St. Lucas, Iowa
- Sterling, Illinois
- Strawberry Point, Iowa
- Sullivan, Illinois
- Sumner, Iowa
- Urbana, Illinois
- Villa Grove, Illinois
- Vinton, Iowa
- Wadena, Iowa
- Warren, Illinois
- Waukon, Iowa
- West Bend, Wisconsin
- West Union, Iowa
- Winnebago, Illinois
- Winslow, Illinois
- Winthrop, Iowa
PROFESSIONAL TEAM PROFILE | KEY STAFF

ZACHARY GILL, PE
LEAD ENGINEER
Zac Gill is a licensed professional engineer with more than seven years of experience. A graduate of the University of Tennessee-Knoxville, Zac joined Fehr Graham in 2011 as a member of the Engineering Division. Zac has spent much of his career working with municipal governments, gaining experience in traffic engineering, railroad design, stormwater management, and water distribution systems.

Zac serves as the Village Engineer for Roscoe. As part of an outsourcing contract with the Village, Zac maintains a full-time schedule at Village Hall. He oversees design and construction inspection for all aspects of the Village’s infrastructure. He also prepares annual capital improvements plans, consults with Village officials, regularly attends committee and Village Board meetings, and identifies grant/loan programs available for infrastructure projects.

Zac lives in DeKalb, just minutes from City Hall. If Fehr Graham is awarded the City Engineer contract position and with approval from the City, Zac will serve as the lead engineer and main point of contact for DeKalb. His professional experience and his ties to DeKalb make him the ideal fit for the City.

JASON STOLL, PE
ROCHELLE BRANCH MANAGER/SECONDARY LEAD
Jason Stoll is a licensed professional engineer with 15 years of experience. Jason graduated from Southern Illinois University of Carbondale in 2003 and has spent much of his career working with municipalities on numerous public infrastructure improvements projects.

Jason has served as City Engineer for Byron since 2009 and Village Engineer for Pecatonica since 2010.

BRANDY WILLIAMS, PE, PLS, CFM
PROJECT ENGINEER/ENGINEERING SUPPORT
Brandy Williams is a licensed professional engineer, licensed professional land surveyor, and certified flood plain manager with nearly 20 years of experience. A graduate of Northern Illinois University, Brandy excels at transportation engineering, storm water management, and water distribution systems. Her expertise is in municipal engineering. She has served Cortland as Town Engineer since 2007.
Our lead engineer will have access to all of our firm's resources, as needed, on a daily basis. The following represents the staff who will provide support for the City of DeKalb.
ZACHARY A. GILL, PE – Project Engineer

Zac Gill has been exposed to a variety of civil engineering practices and has contributed to field operations, design considerations, and project management on various projects. His experience includes hydraulics, grading plans/site designs, highway, and railroad engineering.

As part of an outsourcing contract with the Village of Roscoe, Zac has been the Village Engineer since 2015. Zac has worked with staff full time, completing several engineering and administrative functions for Roscoe. Zac is responsible for developing the annual streets maintenance program, capital improvements planning, cost estimates for infrastructure improvements, and design reviews for development projects. Zac attends all Village Board and committee meetings, providing expertise and consultation services.

Zac’s municipal project experience includes:

» Annual Streets Maintenance Projects - Village of Roscoe
» Nestle USA DeKalb Distribution Facility - Construction management for pavement replacement - Nestle USA, DeKalb, Illinois
» Freight Rail Study- Wrote evaluations and coordinated collaborative report on Freight Rail opportunity to industrial sites - DeKalb Sycamore Area Transportation Study, DeKalb, Illinois
» Jack Dame Road overpass, design and construction, traffic impact study - City of Rochelle, Illinois
» Wischild Drive reconstruction from Caron Road to its easternmost terminus and traffic impact study - City of Rochelle, Illinois
» Meijer development along Perryville Road - Traffic analysis and intersection design studies - First Rockford Group, Rockford, Illinois
» Regional Medical Center - Traffic impact study - City of Manchester, Iowa
» Perryville Promenade Shopping Center development - Traffic impact study - First Rockford Group, Rockford, Illinois
» Interstate Drive extension Intersection design study - City of Loves Park, Illinois
» Mufford Road improvements design - Rock River Environmental Solutions, Rochelle, Illinois
» Caron Road lift station - Bid documents and construction services - Rochelle Municipal Utilities, Rochelle, Illinois
» Wischild Drive reconstruction design - City of Rochelle, Illinois

Years of Experience: 7
○ Joined Fehr Graham: 2011

Education
○ B.S., Civil Engineering, University of Tennessee-Knoxville, 2010
○ B.A., Writing, Columbia College, 2005

Professional Licenses
○ Professional Engineer
   Illinois, #062.068673, 2016

Professional Associations
○ American Society of Civil Engineers
JASON T. STOLL, PE - Branch Manager

Jason Stoll is a licensed professional engineer with 15 years of experience in civil engineering. For the past 10 years, Jason has primarily worked with local municipalities on system infrastructure projects. He has designed and provided construction management services on several rehabilitation and reconstruction projects for local streets, water, and sewer systems for communities in northern Illinois.

Jason has been a project manager since 2007, serving as the primary point of contact for clients and members of the communities in which he has done work. He regularly attends community meetings to provide expertise and consulting services. He excels at contract documentation and the preparation of bidding documents. Jason also has grant and loan writing experience with many state and federal funding programs.

In 2018, Jason was promoted to branch manager of Fehr Graham's Rochelle, Illinois, office.

» Annual Municipal Street Programs - Various municipal clients
» Regular attendance at community meetings - Various municipal clients
» Planning documents for annual community budgets - Various municipal clients
» Wastewater treatment facility upgrades - City of Byron, IL
» Community Drainage Analysis - City of Byron, IL
» City Water System Analysis for new well - City of Byron, IL
» Colfax Street reconstruction - City of Byron, IL
» Municipal parking lot reconstruction - City of Byron, IL
» Shared-use path extension (ITEP) - City of Dixon, IL
» Galena Avenue watermain replacement - City of Dixon, IL
» Depot Avenue reconstruction - City of Dixon, IL
» Sanitary sewer collection system improvements - City of Morrison, IL
» Winfield Street improvements - City of Morrison, IL
» Walking path/restroom shelter (ITEP) - Sumner Park District
» Water system improvements (IEPA Loan) - Village of Pecatonica, IL
» Water rate study - Village of Pecatonica, IL
» Water distribution system analysis - Village of Pecatonica, IL
» 20th Street reconstruction - City of Rockford, IL

Years of Experience: 15
Joined Fehr Graham: 2016

Education
B.S., Civil Engineering - Southern Illinois University-Carbondale, 2003
Completed 24 credit hours of land surveying classes, Northern Illinois University, 2017

Professional Licenses
Professional Engineer
Illinois #062-063804, 2011
Wisconsin #41775-6, 2011

Professional Associations
Illinois Society of Professional Engineers
American Public Works Association
NOAH J. CARMICHAEL, PE – Principal/Branch Manager

Noah Carmichael is a licensed professional engineer with 14 years of experience. Over the course of his career, he has developed an extensive transportation and municipal engineering background through involvement in a wide variety of projects. Noah has led numerous high-profile transportation-oriented projects that have included complex railroad and roadway design for municipal and private clients.

» Water System Project Plan - Rochelle Municipal Utilities, Rochelle, Illinois
» Production Well #1 replacement design - Village of German Valley, Illinois
» Well and water system investigation - Town of Cortland, Illinois
» North Avenue lift station relocation and replacement - Town of Cortland, Illinois
» Nippon Sharyo off-site water and sewer design - Rochelle Municipal Utilities, Rochelle, Illinois
» Wastewater Facility Plan - Village of Forreston, Illinois
» Route 23 (South 4th Street) watermain project - City of DeKalb, Illinois

BRANDY C. WILLIAMS, PE, PLS, CFM – Project Engineer

Brandy Williams is a licensed professional engineer, professional land surveyor and certified floodplain manager. As a project engineer in Fehr Graham’s Rochelle, Illinois, office, Brandy has been responsible for concept planning, design, scheduling, cost control, and quality assurance and control. She has designed storm sewers, culverts, stormwater detention basins, and channel modifications. She has handled FEMA Letter of Map Change and Physical Map Revisions. Brandy is proficient in Storm CAD, Culvert Master, Pond Pack, HydroCAD, and HEC-RAS. She also understands the Illinois Department of Transportation Drainage Manual.

» Annual municipal street programs - Town of Cortland, IL
» Regular attendance at community meetings - Town of Cortland, IL
» 20th Street watermain replacement - Rochelle Municipal Utilities, Rochelle, IL
» FEMA Community Rating System - City of Rockford, IL
» CIR Railroad expansion flood modeling - City of Rochelle, IL
» Illinois Route 38 industrial park development - Design and coordination of road, water, and sewer - Black Earth, LLC, Rochelle, IL
» South Street watermain reconstruction - City of DeKalb, IL
» IL Route 23 watermain reconstruction - City of DeKalb, IL

Years of Experience: 14
Joined Fehr Graham: 2004

Education
B.S., General Engineering - University of Illinois-Champaign, 1997

Professional Licenses
Professional Engineer
Illinois #062-061190, 2009

Professional Associations
Illinois Society of Professional Engineers
National Society of Professional Engineers

Years of Experience: 19
Joined Fehr Graham: 1999

Education
B.S., Mechanical Engineering - Northern Illinois University, 2000
Completed 24 hours of Surveying Courses, Southern Illinois University

Professional Licenses & Certifications
Professional Engineer
Illinois #062-058442, 2005
Professional Land Surveyor
Illinois #035-003784, 2009
Certified Floodplain Manager
Illinois #IL-08-00446, 2008

Professional Associations
Illinois Association for Floodplain and Stormwater Management
Illinois Society of Professional Engineers
National Society of Professional Engineers
Illinois Professional Land Surveyors Association
With more than 170 professionals on staff at Fehr Graham, we have the resources needed to provide the City of DeKalb with exceptional service daily. Our prospective lead engineer lives minutes from DeKalb City Hall, and our Rochelle office is only 30 minutes away, allowing us to be responsive to your needs.

<table>
<thead>
<tr>
<th>Name</th>
<th>Proposed Position</th>
<th>Current Significant Projects</th>
<th>% of Time on Current Projects</th>
<th>Date Completed</th>
<th>Total Capacity</th>
<th>Capacity for DeKalb City Engineer Position</th>
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</thead>
<tbody>
<tr>
<td>Zac Gill, PE</td>
<td>Lead Engineer</td>
<td>Roscoe Village Engineer</td>
<td>100</td>
<td>08/2018</td>
<td>0</td>
<td>100*</td>
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<td>Noah Carmichael, PE</td>
<td>Principal-In-Charge</td>
<td>Rochelle Mighty Vine Floodway Permitting</td>
<td>5</td>
<td>06/2018</td>
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<tr>
<td></td>
<td></td>
<td>Rochelle CIR Rail Expansion</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Griffco Americold Expansion</td>
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<tr>
<td>Jason Stoll, PE</td>
<td>Secondary Lead Engineer</td>
<td>Byron City Engineer</td>
<td>10</td>
<td>On-Going</td>
<td>50</td>
<td>25</td>
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<tr>
<td></td>
<td></td>
<td>Morrison City Engineer</td>
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<td>On-Going</td>
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<tr>
<td></td>
<td></td>
<td>Pecatonica Village Engineer</td>
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<tr>
<td></td>
<td></td>
<td>DeKalb Streets Program</td>
<td>10</td>
<td>11/2018</td>
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<td></td>
<td></td>
<td>Various projects in Dixon</td>
<td>20</td>
<td>On-Going</td>
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<tr>
<td>Brandy Williams, PE, CFM, PLS</td>
<td>Primary Support</td>
<td>Cortland Town Engineer</td>
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<td>40</td>
<td>30</td>
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<tr>
<td></td>
<td></td>
<td>Engineering support for various projects</td>
<td>30</td>
<td>On-Going</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Based on our current workload, our primary and supporting staffs have adequate capacity to serve the needs of DeKalb. Upon execution of an agreement with the City of DeKalb for Engineering services, Zac Gill will have completed his responsibilities in Roscoe and will be ready to provide services to the City of DeKalb.
PROJECT UNDERSTANDING | ROLE OF CITY ENGINEER

For a consultant to be named the City Engineer of a community is an honor and privilege. That privilege comes with an enormous amount of responsibility as that community has put its trust in a consultant to safeguard its interests and provide trusted counsel, working together toward maintaining and improving the community’s infrastructure.

Fehr Graham was founded on serving communities large and small. Over the course of 45 years, we have grown, adding staff and diversified services to meet our clients’ needs. Fehr Graham remains committed to providing exceptional services to all our municipal clients while continuing to grow our customer base. We remain committed to assisting our clients with all their engineering needs, from capital water and transportation projects to annual Motor Fuel Tax street maintenance projects.

What does it take to be a City Engineer?
Simply put, it takes a consultant who is willing to provide all representatives of the City with quality customer service. This means phone calls and emails are returned promptly, and project deadlines are established and met. We will proactively communicate with City representatives, so they are up-to-speed on project-related issues. We will:

- Provide consulting services by regularly attending Board and committee meetings.
- Assist with annual budgets, providing concept plans and cost estimates for projects.
- Collaborate with City officials to develop common sense solutions.
- Develop accurate, detailed engineering plans and analysis for specific projects.
- Serve as a City representative when working with other governments and taxing districts.
- Identify grants and loans to help finance capital improvements projects.
- Maintain City infrastructure maps, specifically water and sewer atlas pages.

We understand by reading the City’s Request for Qualifications that the following scope of services is anticipated for the new City Engineer. Our approach follows.

SCOPE OF SERVICES, DEKALB CITY ENGINEER POSITION

Advisory Services

1. City Council meeting attendance
   A Fehr Graham representative will be present at all City Council meetings. It is a priority that our team builds and maintains strong relationships with our clients. That said, more than the lead engineer will be engaged and ready to provide additional assistance to the City when needed. When the lead engineer is unable to attend a Council meeting (because of vacation, illness, etc.), an experienced member of our team will be there. This representative will be prepared to provide consultation, answer questions, or address concerns during the City Council meeting.
2. Advising officials  
   a. The people of DeKalb rely on the City Council to set policy and make decisions that will positively affect the community. Well-informed engineering decisions made by the City Council come after City staff and the City engineer provide sound consultation.

3. City utility and facility consultation  
   a. Fehr Graham is well-experienced in all aspects of municipal infrastructure. Our team has considerable knowledge of water distribution, stormwater drainage, and transportation systems and includes licensed water operators who work alongside engineers on projects. Their insight, gained by years of working on water distribution systems, strengthens our design team and allows us to provide optimal consultation services for the City of DeKalb.
   
   b. We also have Certified Floodplain Managers and Certified Professionals in Erosion Control and Sediment Control. These qualified drainage professionals have decades of experience in stormwater management systems. We employ engineers and inspectors with significant experience in transportation systems. Whether it’s Annie Glidden Road with more than 30,000 vehicles per day or a low-volume neighborhood street, our team has the talent to develop design solutions specifically tailored for each project.

4. Development projects/permits consultation  
   a. Our daily focus will be to provide the City with quality, responsive customer service. This means phone calls and emails are returned the same day, and project deadlines are established and met. We will proactively communicate with City officials, so they are up-to-speed on project-related issues.

5. Provide permit review and inspection services  
   a. Fehr Graham regularly provides permit review and inspection services for our municipal clients. They will be documented with correspondence sent to Staff and elected officials. Our staff is well-trained and maintains certifications in most materials testing and inspection programs offered by the Illinois Department of Transportation. We also regularly monitor and inspect development projects for MS4 communities, documenting erosion control devices and practices are in working order.

6. Attendance at meetings of Development Review Team (DRT)  
   a. Participation in review teams is when a majority of our experience and expertise can be used. We have found these types of review teams to be an important part of the review process because it allows for collaboration and the sharing of experiences and insight by multiple team members.
b. Jason Stoll in his role as City Engineer for the City of Byron has served on a similar team since 2009. Byron’s Technical Advisory Staff (TAS) is made up of the City Engineer, Mayor, elected officials, staff, and City attorney. TAS operates like DRT in that all development reviews, zoning issues, and annual capital improvements come before the group prior to advancing to committee meetings. Jason regularly prepares reports and reviews comments for development and other correspondence for TAS meetings. Zac Gill, as lead engineer for DeKalb, will do the same.

Public Works Projects

1. Analyze/study improvement projects
   Fehr Graham regularly prepares analysis and cost estimates for our clients as part of the planning process and prior to the start of engineering. We continually look for alternatives and options as part of that analysis. Fehr Graham is committed to being good stewards of public funding. Alternatives developed can help ensure projects are completed with an optimal cost-benefit ratio for the community.

2. Prepare bid/contracts
   Fehr Graham uses a third-party online service to facilitate bids for our clients. QuestCDN helps us manage the bid process for our clients. Through QuestCDN, which will be available to the City of DeKalb at no cost, construction documents are distributed to prospective bidders and plan holders’ lists are generated. In the event of addenda, correspondence is forwarded automatically to all plan holders. Award of bid notice and tabulation of bids also are automatically distributed to plan holders once uploaded by Fehr Graham.

3. Review bids
   We develop performance specifications that include pre-qualification requirements to be met by all prospective bidders prior to a recommendation of award from our office. This is usually vetted during the solicitation process prior to bids being submitted. When additional work is required by our team to ensure a contractor is qualified to complete the scope of improvements, we will conduct interviews and reference checks to determine qualifications.

Fehr Graham’s representative has experience in all aspects of design and is qualified to provide the City with general supervision for all infrastructure-related projects. When more regular or highly technical inspections are required, Fehr Graham has construction inspectors on staff who will assist the lead engineer as needed.
Capital Project Management

1. Identify capital projects
   Fehr Graham has considerable experience in identifying and planning capital improvement projects. We are well-versed in the preparation of budget, scope, and schedule for capital transportation and water distribution projects.

2. Organize and prioritize all capital projects
   Preparing a Capital Improvement Plan (CIP) is something we regularly do annually for our clients. We focus on CIP projects that will be completed over an extended period, usually a five-year period.

3. Capital project tracking
   Holding contractors and consultants responsible to honor time commitments can be challenging. Fehr Graham promotes and practices pro-active communication with our clients and team members to ensure schedules are met. The City can expect to be well-informed on milestones and steps needed to close a project.

4. Identify and report significant deficiencies
   One of the benefits of selecting Fehr Graham is our experience serving hundreds of communities in our 45-year history. We know the challenges that come with capital projects and how goals don’t always align with results. When things don’t go as expected, we won’t send calls to voicemail and allow emails to pile up without replies. We will identify deficiencies and work with the City to correct them.

5. Monitor budgets
   We have administrative staff proficient in processing payments for Motor Fuel Tax and other state and federal grant programs. We understand and regularly execute processes and procedures for Illinois Department of Transportation, Illinois Environmental Protection Agency, and many other grant/loan agencies.

6. Document management
   Fehr Graham will take all steps necessary to safeguard any data, files, reports, drawings, or other information. We use best-practice tools and procedures to ensure your data information is properly protected and accessible to our staff and to representatives of the City. Specifically:
   - We utilize an on-demand, cloud-based system that stores all project data. Each project has its own space, which is accessible by all personnel. We back up all data daily.
   - Project data also is stored locally. Hard copies, typically signed contracts and other executed deliverables, are saved in fire-proof filing cabinets. Electronic files are kept within a file folder system saved on the Fehr Graham network. These files also are secure and backed up daily.
One of our success stories in municipal outsourcing is with the Village of Roscoe. Roscoe is a growing community, home to about 11,000 people in northern Illinois. In 2007, when the Village was looking for new direction, Fehr Graham offered an engineering outsourcing arrangement.

Working with Village President Dave Krienke, Fehr Graham created a contract to meet the Village’s engineering needs. In October 2008, Fehr Graham provided a full-time engineer, who works at the Village Public Works office. We established early on that we would approach this relationship as a partnership, tailoring our services to best meet the Village’s needs.

Functioning as part of the staff, Fehr Graham stays in touch with the daily operations of the Village. We have established solid relationships with staff and Village Board members, developing working knowledge of other Village departments and of municipal policies. Fehr Graham attends all Board and department meetings and is immediately available to meet with contractors and developers.

Fehr Graham has completed the following projects for Roscoe:

- Sanitary sewer improvements
- Water main improvements
- Transportation
- Streetscaping
- Subdivision review
- Construction inspection
- Grant administration
- Environmental consulting

Client: Village of Roscoe, Illinois
Client Contact: Scott Sanders, Village Administrator, 815.623.2829
PAST PERFORMANCE, REFERENCES | CITY OF BYRON

Fehr Graham serves as City Engineer for the City of Byron in Ogle County, Illinois. As City Engineer, Fehr Graham plays a central role for the community, delivering trusted and timely consulting services for maintenance and capital projects related to the City’s infrastructure.

On an annual basis, Fehr Graham assists the City from beginning to end to implement infrastructure-related projects. Our team, working closely with City staff, develops project scopes, timelines, and estimates of costs for review and consideration by the City Council. Once projects are approved, Fehr Graham completes the required deliverables, including engineering plans, specifications, bid and contract documents, and more for construction. Fehr Graham also provides Phase III construction engineering services for projects done by the City and third-party providers. Our experienced and qualified construction team members supervise construction-related activities, ensuring improvements are done in accordance with the approved plans and specifications.

Fehr Graham is more than a vendor for the City of Byron. We are a trusted team member and partner. Fehr Graham is service-focused and enjoys helping the City of Byron with any problems. As a member of the Technical Advisory Committee, Fehr Graham provides consulting services on planning, zoning, and building compliance issues, and flood management inquiries.

Fehr Graham provides the following services:

» Wastewater treatment facility, headworks building construction project - Phase III construction engineering
» Well No. 4 elevated water tank painting project - Phase II design engineering
» Preliminary engineering report, water and sewer main extensions to new hotel/convention center - Phase I study
» Various street improvement projects
» Commercial site development reviews
» Regular attendance at City Council and committee meetings

Client:  City of Byron, Illinois
Client Contact:  Tom Palmgren, Mayor, 815.234.8709
Village of Roscoe
Scott Sanders, Village Administrator
10631 Main Street
P.O. Box 283
Roscoe, Illinois 61073
815.623.2829

Town of Cortland
Russell Stokes, Mayor
59 South Somonauk
P.O. Box 519
Cortland, Illinois 60112
815.756.9041

Village of Kirkland
Ryan Block, Village President
511 W. Main Street
P.O. Box 550
Kirkland, Illinois 60146
815.522.6179

Village of Forreston
Mark Metzger, Village President
102 S. Walnut Street
P.O. Box 206
Forreston, Illinois 61030
815.938.2400

Village of Pecatonica
William Smull, Village President
405 Main Street
P.O. Box 730
Pecatonica, Illinois 61063
815.239.2310

City of Byron
Tom Palmgren, Mayor
232 W. Second Street
Byron, Illinois 61010
815.234.8709

City of Rochelle
Jason Anderson, Director of Economic Development
Greater Economic Development Corporation
420 N. 6th Street
Rochelle, Illinois 61068
815.562.7595
CLIENT TESTIMONIALS

City of Rochelle
"Fehr Graham provided the resources, innovation and leadership that the City of Rochelle needed to complete the third phase of the Jack Dame Road Project, which will soon become a major arterial roadway for truck traffic in and around the Global Ill Intermodal Park. Fehr Graham took charge of the project through acquisition of right-of-way; identifying and securing grant funding, completion of the mapping and mitigation of the floodplain impact to the project, completion of the design and securing the necessary permits, and facilitated the construction process. This type of leadership is why Fehr Graham has become an integral part of “Team Rochelle” which is finding new solutions to overcoming obstacles that can hinder or delay economic development.” - Jason Anderson, Economic Development Director

Village of Lena, Illinois
"With over 35 years in the wastewater industry, I have dealt with Fehr Graham since 1983. They have always listened to my concerns and have taken into account my perspective and views. They are good to work with.” - Marlin Mason, Former Wastewater Superintendent

Village of Winnebago, Illinois
“When I originally ran for the Village Board, it was my intent of firing the current Village Engineer, Fehr Graham, because I believed they were costing the Village too much money. Shortly after my arrival on the Board, my eyes were opened and I realized Fehr Graham was worth every penny the Village paid them. Fehr Graham’s excellent service to the Village has saved us thousands of dollars. Fehr Graham have been stupendous at getting grants and finding alternate funding sources for the Village. They have also been sensitive to the needs of the Village.” - Stephen Butler, Former Village President

Village of Warren, Illinois
"Fehr Graham is the best engineering outfit I have had the privilege of working with on projects for the Village. The Village could not have gotten through our wastewater treatment plant upgrade without them. Fehr Graham assisted us with every step along the way. They were great at finding us grant monies and alternate funding sources for the treatment plant project. They’re great to have on your team.” - John McCool, Former Wastewater Superintendent

Freeport Water & Sewer Commission
"Fehr Graham has served the City of Freeport Water & Sewer Commission very well. Fehr Graham has assisted the Commission with decades old storm sewer and sanitary sewer issues. They designed and provided construction management on multimillion dollar major storm sewer and sanitary sewer improvements that were needed to address flooding and sewer backup. Fehr Graham also provided the leadership needed on significant wastewater treatment plant upgrades, as noted recently on the IEPA requirements for ammonia removal.” - Craig Joesten, Former Executive Director

City of South Beloit, Illinois
"Fehr Graham doesn’t just build a plan. They build a plan that covers the ‘what ifs.’ Rather than designing just for the needs, Fehr Graham designs for the future. They design the contingency plans. That’s the difference between Fehr Graham and others.” - Jeff Reininger, Public Works Director
ABILITY TO EXECUTE WORK

One of the benefits and advantages to outsourcing City engineering services with Fehr Graham is our experience in understanding how to provide exceptional services at a cost-effective, budget friendly fee schedule.

A City Engineering Outsourcing Service contract would include compensation for the completion of day-to-day operations and administrative functions as outlined by the agreed to scope of services. Fehr Graham would provide a full-time (40 hours/week) lead engineer, who will daily work from a City facility. This person will be the primary point of contact regarding the City’s engineering matters.

Use of office space and other amenities provided by DeKalb creates savings on overhead costs for Fehr Graham. These savings will be passed on to the City in the form of a reduced hourly rates for our representative. The length of contract commitment also would play a part in determining how the hourly rate for the City Engineer will be determined. The longer the contract, the more flexibility Fehr Graham would have in developing an hourly rate for this position.

<table>
<thead>
<tr>
<th>Zac Gill</th>
<th>2018 Bill Out Rate</th>
<th>2018 Outsourcing Bill Out Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$107 Per Hour</td>
<td>$80 - $100 Per Hour (To be negotiated)</td>
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</tbody>
</table>

For a range of $80-$100 per hour and considering a standard 40-hour workweek, DeKalb could expect fees in the range of $13,870 to $17,333 per month.

Any additional services (design projects, large subdivision plan review requiring multiple team members, permit modifications, map updates, etc.) would be handled by a separate engineering service contract. If requested, the fee and scope of services would be determined at that time.

Please keep in mind that Fehr Graham has the flexibility and would be happy to provide the City of DeKalb with a proposal for services for an on-call City Engineer rather than an outsourcing contract.

If through this process the City determines it wants less than 40 hours per week of services, and/or possibly a more experienced representative, an on-call services proposal may be a preferred option. Our resources allow us to provide the City with several options. The bottom line is that Fehr Graham wants to be your partner, and we are happy to work with you to develop a scope with which the City is comfortable.

Communication and Response
Our goal with DeKalb, like with all of our clients, will be to over communicate with all members of our team, City staff, and elected officials. We envision a chain-of-command structure where our primary dialogue is with the Public Works Director and the Director of Community Development because they can make supported recommendations to elected officials and the City Manager. We will respond directly and promptly to all representatives of the City of DeKalb and the public, as needed.

We have the capability to perform work on short notice. With our proximity to City Hall, especially considering our Lead Engineer will have a daily commute of a few minutes, we will be responsive to the City’s needs. Phone calls and emails will be returned daily. If our lead engineer is out of the office, you can expect the secondary lead and the other team members to be available for prompt and immediate support.
As municipal governments seek to stretch limited financial resources, often the feasibility of a project “hinges” on outside money. A local tax base may not be able to fully support needed infrastructure improvements, brownfield redevelopment, safety equipment, cultural arts and recreational facilities, or economic growth incentives. Grant and low-interest loan programs, sponsored by various federal and state governmental agencies, offer good sources of funding.

Fehr Graham provides expertise in securing all types of available funds and satisfying strict agency requirements. Our staff includes community development specialists and planners, experienced with many funding sources and variety of potential projects. Over the past six years, we have procured more than $83 million for our clients for diverse projects.

Fehr Graham establishes and maintains lines of communication with the municipality and the funding agency, facilitating a smooth and successful project completion. We provide quality leadership and expert technical staff to help you identify and achieve your community’s goals.

Fehr Graham provides the following funding assistance services:

» Project “fundability” by identifying the grant and/or loan programs for which the project may be eligible
» Application preparation and submittal
» Public hearings
» Ordinance modification per state or federal compliance requirements
» Grant and/or loan administration per agency specifications
» Project finance management and documentation
» Grant and/or loan finalization and closure

Below are the Illinois Environmental Protection Agency and U.S. Department of Agriculture loans and grants we have secured for our client communities over the past 10 years.

Illinois Environmental Protection Agency Revolving Loan Program

» Catlin, Village of
» Cedarville, Village of
» Chrisman, Illinois
» Cortland, Illinois
» Durand, Village of
» Erie, Village of
» Forreston, Village of
» Freeport, City of
» German Valley, Village of
» Hanover, Village of
» Ivesdale, Village of
» Lena, Village of
» Ludlow, Village of
» Morrison, City of
» Otter Creek Lake Utility District
» Prophetstown, Illinois
» Rochelle, City of
» Sangamon Valley Water District
» Shannon, Village of
» South Beloit, City of
» Urbana and Champaign Sanitary District
» Villa Grove, City of
» Warren, Village of
» Winnebago, Village of
» Winslow, Village of
PROJECT DOCUMENTATION

All projects completed with public funding require an exceptional amount of documentation through the approval process up to project completion. At Fehr Graham, most project documents, especially those required by local, state, and federal regulatory agencies, are done by a specialized team of project administrators. Project administrators are available to our clients in each of our 10 offices. These administrators work with our engineers to ensure all necessary paperwork is completed and filed appropriately. This team has years of experience preparing these documents.

Locally, Brenda Metzger, a project administrator with almost 40 years of experience, supervises and oversees the execution of contract documents, permits, Motor Fuel Tax reporting, and reports/documentation required for state and federal loan and grant programs. She is organized and efficient, making her a valuable resource for our municipal clients.

CONFLICT OF INTEREST

Fehr Graham is under contract with DeKalb United Methodist Church to complete a traffic study along Annie Glidden Road. This traffic study is evaluating potential improvements to Annie Glidden Road to facilitate a project for a new church. The traffic study is scheduled to be completed by the end of this month and submitted to the City of DeKalb for review and approval. Upon approval of the traffic study, the Church will solicit proposals for the improvements, including on-site development for the new church and off-site roadway improvements as indicated by the traffic study. If Fehr Graham is selected as the City Engineer, we will not provide further services to the Church for work in DeKalb.

Other contracts Fehr Graham has in and around the City of DeKalb are:

» DeKalb CUSD 428 - Plat of Survey at 1515 4th Street (expected completion of contract prior to City award of City Engineering contract)
» DeKalb Park District - Phase I Environmental Site Assessment for 11-acre property (PIN 08-27-428-0010)
» Martin & Company - Construction layout services at DeKalb Taylor Airport

To the best of our knowledge, none our principals and/or staff have any associations with boards or other affiliations that would cause a conflict of interest in representing the City of DeKalb. Further and more importantly, as City Engineer for the City of DeKalb, Fehr Graham will not engage in or pursue opportunities that would conflict with the City's interests. Fehr Graham would not pursue any private development contracts or other opportunities that could present a conflict of interest with the City Engineer position.
# Employee Charge-Out Rates

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Principal</strong></td>
<td>$220</td>
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<tr>
<td><strong>Senior Project Manager</strong></td>
<td>$140 - 205</td>
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<tr>
<td><strong>Project Manager</strong></td>
<td>$105 - 190</td>
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<tr>
<td><strong>Engineering:</strong></td>
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<tr>
<td>Lead Structural Engineer</td>
<td>$175 - 185</td>
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<tr>
<td>Structural Engineer</td>
<td>$85 - 150</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$120 - 165</td>
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<tr>
<td>Project Engineer</td>
<td>$90 - 145</td>
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<tr>
<td>Staff Engineer</td>
<td>$90 - 120</td>
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<tr>
<td>Engineer</td>
<td>$70 - 100</td>
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<tr>
<td>Senior Engineering Technician</td>
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<td>Associate Engineering Technician</td>
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<tr>
<td>Engineering Technician</td>
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<tr>
<td><strong>Landscape Architect</strong></td>
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<td><strong>GIS Specialist</strong></td>
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<td><strong>Surveying:</strong></td>
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<td>Survey Manager</td>
<td>$155 - 165</td>
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<tr>
<td>Land Surveyor</td>
<td>$100 - 150</td>
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<tr>
<td>Survey Crew Chief</td>
<td>$80 - 100</td>
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<td>Surveyor</td>
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<tr>
<td>Survey Technician</td>
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<td><strong>Environmental, Health, and Safety:</strong></td>
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<tr>
<td>Senior Health and Safety Scientist</td>
<td>$140 - 150</td>
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<tr>
<td>Senior Environmental Scientist</td>
<td>$115 - 160</td>
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<td>Senior Project Hydrogeologist</td>
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<tr>
<td>Health and Safety Specialist</td>
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<td>Project Environmental Scientist</td>
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<tr>
<td>Environmental Scientist</td>
<td>$85 - 110</td>
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<tr>
<td>Environmental Specialist</td>
<td>$65 - 90</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$60 - 85</td>
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<tr>
<td>Project Hydrogeologist</td>
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<td>Staff Hydrogeologist</td>
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<tr>
<td><strong>IT Consultant</strong></td>
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<tr>
<td>Grant Writer/Community Development Specialist</td>
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<tr>
<td>Project Coordinator</td>
<td>$165 - 175</td>
</tr>
<tr>
<td>Project Administrator</td>
<td>$85 - 100</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$66</td>
</tr>
</tbody>
</table>

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**Client#: 29020**  
**DATE (MM/DD/YYYY):** 5/17/2018

**PRODUCER**  
Dimond Bros Insurance, LLC  
660 W Stephenson St.  
Freeport, IL 61032

**INSURED**  
Fehr- Graham & Associates, LLC  
221 E. Main, Suite 200  
Freeport, IL 61032

**CONTACT NAME:** Valerie DeBoer  
**PHONE:** 815 235-7717  
**FAX:** 815 235-2255  
**E-MAIL ADDRESS:** valerie.deboer@dimondbros.com

**INSURER(S) AFFORDING COVERAGE**

- **INSURER A:** Travelers Insurance Company
- **INSURER B:** ACE American Insurance Company
- **INSURER C:**
- **INSURER D:**
- **INSURER E:**
- **INSURER F:**

**CERTIFICATE NUMBER:**

**TYPE OF INSURANCE** | **ADDITIONAL SUB/INSR.** | **POLICY NUMBER** | **POLICY EFFECT** | **POLICY EXPIRY** | **LIMITS**
---|---|---|---|---|---
A | COMMERCIAL GENERAL LIABILITY | Y | 6802H592476 | 09/15/2017 | 09/15/2018 | EACH OCCURRENCE $1,000,000
GENERAL AGGREGATE LIMIT APPLIES PER:
- POLICY [ ] PROJECT [ ] LOC [ ]
- OTHER:
A | AUTOMOBILE LIABILITY | X | BASA185070 | 09/15/2017 | 09/15/2018 | COMBINED SINGLE LIMIT (Ex accident) $1,000,000
- BODILY INJURY (Per person) $|
- BODILY INJURY (Per accident) $|
- PROPERTY DAMAGE (Per accident) $|
A | UMBRELLA LIABILITY | X | CUP6A244904 | 09/15/2017 | 09/15/2018 | EACH OCCURRENCE $8,000,000
EXCESS LIABILITY CLAIMS-MADE
DED [ ] RETENTION $10,000
A | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | Y/N | UB37957420 | 09/15/2017 | 09/15/2018 | E.L. EACH ACCIDENT $1,000,000
- E.L. DISEASE - EA EMPLOYEE $1,000,000
- E.L. DISEASE - POLICY LIMIT $1,000,000
B | PROFESSIONAL LIABILITY WITH POLLUTION AND IMPAIRMENT LIABILITY | G25549855002 | 09/15/2017 | 09/15/2018 | $2,000,000 Each Claim
$2,000,000 Aggregate
$100,000 Deductible

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Scope of Services - To fulfill the duties of the position of City Engineer and to perform other related duties as directed by the Public Works Director.

**Workers Comp Information**

(See Attached Descriptions)

**CERTIFICATE HOLDER**

City of DeKalb  
200 S. Fourth St  
De Kalb, IL 60115

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Valerie DeBoer

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Proprietors/Partners/Executive Officers/Members Excluded:
Joel P. Zirkle, Principal
R. Todd Weegens, Principal
Michael W. Gronewold, Principal
Ken R Thompson, Principal
Adam G. Holder, Principal
Noah J. Carmichael, Principal

**Supplemental Name**
First Supplemental Name applies to all policies - Fehr & Graham & Associates, LLC
First Supplemental Name applies to all policies - Fehr-Graham & Associates LLC
First Supplemental Name applies to all policies - Fehr-Graham & Associates, Engineering and Science Consultant
First Supplemental Name applies to all policies - Fehr-Graham & Associates, Consulting Engineers
First Supplemental Name applies to all policies - Joseph G Graham and Allen E Fehr Consulting Engineers
First Supplemental Name applies to all policies - R. Todd Weegens, Ken R. Thompson, Michael W. Gronewold,
First Supplemental Name applies to all policies - Adam G. Holder, Joel P. Zirkle, Noah J. Carmichael