



## REQUEST FOR PROPOSAL

### DSATS Bus Shelter Design and Construction Inspection

#### General Information

DeKalb Sycamore Area Transportation (DSATS) is seeking a qualified consulting engineer to collect survey information, design plans and specifications, and perform construction engineering inspections for its Bus Shelter Installation Project at various locations within the urbanized area of the Metropolitan Planning Area. This area is more thoroughly described as the incorporated areas of the City of Sycamore, the City of DeKalb and unincorporated areas of DeKalb County. The project locations are described generally in Appendix A, and more specifically in Appendix B. Please refer to the attached schedule for an anticipated timeline of the project in Appendix D.

This is a unique project because the fourteen project locations occur in three different jurisdictions: DeKalb County, City of Sycamore and City of DeKalb. The consulting firm will be collecting data and performing construction inspection in all three jurisdictions. Coordination between the consulting engineering firm and these three jurisdictions will be critical to the success of the project. The City of DeKalb acts as fiscal agent on behalf of the DSATS organization. As a result the agreement for this work will be with the City of DeKalb with prior approval from the DSATS Policy Committee.

Proposals are requested from consulting engineering firms to provide data collection, project design, and construction engineering inspection services as outlined in the scope of services below. Please return your hard copy proposal no later than August 19, 2016 at 5:00 p.m. electronically to the Study DSATS Director / City of DeKalb City Engineer John Laskowski City of DeKalb, 200 South Fourth Street, DeKalb, Illinois 60115, demonstrating the qualifications of your firm to meet criteria contained herein. Please include an electronic submittal within your proposal packet. Interviews, with shortlisted consultants, for this project are planned to be conducted August 25-26, 2016. The award of the agreement would be presented to the DSATS Policy Committee at their regularly scheduled meeting on September 20, 2016 for approval and then at City Council on October 10, 2016 at a regularly scheduled City Council meeting. Should you have any questions, please contact DSATS Director/City Engineer John Laskowski in writing at [john.laskowski@cityofdekalb.com](mailto:john.laskowski@cityofdekalb.com). All inquiries must be received a minimum of 72 hours prior to the submittal deadline.

#### Scope of Services

Outlined below are the anticipated services that will be required of the consulting engineering firm. The services consist of survey data collection, design, and construction inspection. A critical component of this project will be communication. The consulting engineer will be required to communicate and coordinate as necessary with the engineers from the DeKalb

County, City of Sycamore and City of DeKalb as well as with the general public including business owners and citizens.

### Project Timeline

The Survey Data Collection and Design components of this project shall be completed to produce plans, plats and specifications of 90% completion by December 15, 2016 for review. The consulting engineering firm must provide final plans, plats and specifications by January 15, 2017. It is anticipated right of way or easement acquisition will occur in conjunction with design and completed at the latest by March 31, 2017 with the project let in April of 2017. The completion date for construction shall be August 31, 2017. This schedule may be adjusted depending upon easement and right of way acquisition activities. We believe it should be possible to compress this schedule to complete the project by June.

### Survey Data Collection

The collected survey data shall be sufficient to design plans and specifications that meet topographic and geometric requirements of the ADA regulations for bus shelters. Survey data collection can be limited to the features that directly impact the installation of a bus shelter. Plats or exhibits used to illustrate easements or right of way acquisition shall be prepared as design dictates. When performing data collection or construction inspection services, the engineering firm shall contact the representatives of the governing agency 24 hours in advance of the proposed start date notifying of the schedule of work.

Topographic survey shall comply with the requirements of a "Boundary and Topographic Survey" defined in the Illinois Professional Land Surveyor Act of 1989 (68 Illinois Adm. Code 1270) and include the following: Horizontal and vertical control (NAD83),

Features that may interfere with the installation of the bus shelter or are obstructed by the proposed shelter should be identified by the survey. This includes features such as trees, utility poles, and signs. Utility structures inspections are not within the scope of this project. Work will be limited to collecting rim data in areas where structural adjustments may be needed to meet ADA regulations. Elevation points shall be shown to the nearest one-hundredth of a foot.

Sufficient survey data shall be collected in locations where right of way or easements must be acquired. Table 1 in Appendix A outlines bus shelter locations where probable right of way or easement will be required. The consultant will be required to verify this list and add to it as design progresses. Right-of-way, easements, and parcel boundaries shall be verified with sufficient monuments located to re-create rights-of-way on the drawings. Parcel data in ArcView (.SHP) format is available from the County. It can be viewed at: <http://gisweb.co.dekalb.il.us/DeKalbCoGIS/framesetup.asp>

Each agency will schedule and complete a JULIE location of utilities. JULIE marks shall be surveyed incorporated into the plan sheets. Utility atlases have been included.

Site benchmarks may be brought in using GPS equipment. Each agency will provide benchmark data.

## Design

Project design shall include the development of plans and specifications that can be utilized to obtain the necessary permits and construct and install bus shelters. The plans and specifications shall be developed in accordance with the Illinois Department of Transportation Specifications for Road and Bridge Construction. The consultant will be responsible for acquiring any Illinois Department of Transportation Highway permits necessary to construct the project. Local agencies will assist the consulting firm obtain the necessary permits from their respective agencies. Existing data will be provided to the consultant for use. This data will include dimensions of the shelters, past year's project specifications, available topographic data and sketches from a limited number of locations.

## Construction Engineering Inspection

This component of the project would involve the inspection of the infrastructure improvements and installation of the bus shelters. The construction inspection engineer or resident engineer (RE) shall ensure that the construction is completed in compliance with the plans and specifications. The RE is required to communicate with the contractor, citizens, and the County or City Engineers. The RE would coordinate the project and communicate regularly with County and City Engineers providing progress updates on a regular basis. It is DSATS Staff will provide periodic web site updates that will inform citizens of progress on the project. Construction layout, pre-pour on concrete and restoration will be activities the RE must be present. The Resident Engineer shall measure all pay items associated with construction activities and collect the necessary data to produce accurate progress pay estimates. It is anticipated that there will be one pay estimate prepared per month with a total of no more than four. These pay estimates will be submitted to the project implementation engineer for review. Partial waivers of lien must be collected and reviewed in support of the progress pay requests. The RE will be required to collect materials documentation. This information will be used to support pay estimates and verify that quality of the materials meet the standards identified in the specifications. Near the conclusion of the project a punch list must be developed for outstanding items that need to be completed. The RE will need to maintain a project diary and prepare weekly reports.

It is desired that the RE is able to collect samples to perform air tests and have the ability to make concrete cylinders. The RE will be responsible for making a recommendation on extra work, work that is required to complete the project but was not or could not be identified as part of the design. This analysis will include evaluating agreed unit prices and force accounts and formulating a recommendation to determine the most cost effective method of measuring extra work. It is expected that the RE will provide construction layout for the contractor, be present for a pre-pour inspection on concrete, present to prepare concrete cylinders, inspect the restoration, compile a punch list of items that need to be completed. At the conclusion of the job the punch list items must be reinspected and verified that they have been resolved. Then the RE is to prepare a final pay estimate, collect any outstanding materials documentation, collect final waivers of lien, and recommend final payment.

The construction period is anticipated to be ninety days, with liquidated damages in effect.

## Proposal Requirements

Proposals must include the following:

1. The consultant's name, address, contact information and the name of the primary contact in reference to the proposal.
2. An explanation of the consultants' strategy for meeting the project timeline for the following project milestones: collecting topographic data, design of plans and construction inspection. A Gantt chart or similar illustration would be an effective means of conveying this information.
3. Briefly identify anything unique to your consulting firm that would set you apart from others (expert staff qualifications, efficiencies realized as a result of proposed strategy, familiarity with similar bus shelter projects, familiarity with ADA regulations, etc.)
4. Brief background information concerning the consultant (e.g. size, type of services provided, and examples of similar projects).
5. Abbreviated resumes of all staff members who would participate in the project (survey staff, computer aided drafting personnel, construction inspection and project manager. partner, or principal responsible for same. **DSATS staff and interested Technical Advisory Committee (TAC) members would like to meet the staff members the firm proposes for the project during the interview process.**
6. Provide reference information from no more than three references including: agency /organization name, contact person and phone number, and if applicable a reference to a specific project.
7. Proof of the following insurance carried by the consultant:
  - a. General Liability
  - b. Worker's Compensation
8. The City will negotiate the terms of compensation for the professional services associated with this Request for Proposal for DSATS with the successful candidate(s).
9. All proposals must be signed by an individual with contractual authority for the consultant.

## Qualifications

A qualified firm is expected to have successfully demonstrated the ability to perform data collection, design and construction inspection services for a municipality in the past. The firm should have project experience designing facilities to be in compliance with ADA regulations. It must possess adequate capacity to complete the services outlined the scope to meet project deadlines.



## **Deliverables**

The following information shall be provided:

1. **Specifications.** Draft specifications at 90% completion shall be provided to the DSATS director for review and comment. Comments will be generated by each member organization and compiled by the DSATS Director and returned to the consulting engineer for incorporation in the final plans. Specifications shall be provided in an editable electronic format and pdf. Three hard copies of the specifications shall be prepared and double sided. The hard copies are not required to be bound. Specifications shall be signed and sealed by licensed professional engineer.
2. **Plans.** A draft plan set at 90% completion shall be provided to the DSATS director for review and comment at the same time the specifications are submitted. Comments will be generated by each member organization and compiled by the DSATS Director and returned to the consulting engineer for incorporation in the final plans. Plans shall be provided in an editable electronic format .dwg , .dgn and pdf. and signed and sealed by licensed professional engineer. All information shall be compiled using IDOT cell libraries. Each project location may be small enough that one location could be placed on 11" x 17" sheets. If full size (24" x 36") sheets are prepared a maximum of four locations shall be placed per sheet. Final Plans shall be produced at a scale of 1"=20'.
3. **Plats** shall be prepared by the consultant in accordance with the local standards and guidelines of the governing jurisdictions. Local agencies will provide the consultant with either sample plats to use as templates or other available guidance outlining local requirements.
4. **Construction Documentation** shall be provided at the completion of the job including quantity measurement data, material inspection data, and project diary.

## **Selection Criteria**

The successful consulting firm will be selected on the basis of professional qualifications and demonstrated competence. The quality of the proposal and performance in the interviews will be the basis for selecting the successful candidate. Particular attention will be paid to:

1. The experience the firm has had designing bus shelter and / or sidewalk facilities with respect to the American's with Disabilities Act (ADA) regulations.
2. The firm's capacity to meet the project deadlines.
3. The ability to communicate effectively with DSATS staff.
4. Consultant's qualifications and how they compare with the Scope of Services. Demonstrate the firm has the capacity, personnel, and experience to complete the project.
5. The consulting engineer's performance in the interview process.
6. The ability to dedicate a single Resident Engineer to provide construction inspection services for the duration of the project.

## **Insurance Requirements**

### **1. All Contractors and All Contracts.**

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to Workers' Compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

### **2. Certificates and General Conditions.**

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional primary insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days' notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

### **3. Comprehensive General Liability Coverage Requirements.**

Unless this Section 3 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per person / Two Million Dollars (\$2,000,000) per occurrence. This insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after final payment. The coverage shall also include contractual liability insurance coverage for the Contractor's obligations to indemnify and hold harmless the City and the City Indemnitees.

#### 4. Automobile Insurance Coverage.

Unless this Section 4 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per person / Two Million Dollars (\$2,000,000) per occurrence. This policy shall include coverage for all owned, hired and non-owned automobiles used in furtherance of this agreement.

#### 5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage.

Unless one or more subsections of this Section 5 of Exhibit E is clearly marked out as being in applicable:

- a. Professional Liability / Malpractice. Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000) per person / per occurrence. Said policy need not identify the City as additional primary insured.
- b. Errors & Omissions Insurance Coverage. Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per person / per occurrence. Said policy need not identify the City as additional primary insured.

#### 6. Indemnification.

The policy limits availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Workers' Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

7. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:

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EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.

## **Independent Contractor Agreement for Services**

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and “\_\_\_\_\_” hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

### **A. Services.**

Contractor agrees to furnish to the City the outlined in the scope of services on page 1 and 2 of this document.

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

### **B. Term.**

Services will be provided as needed and directed by the City beginning on the date of execution of this Agreement and continuing for 3 years from the date of execution, until terminated by either party upon seven (7) days written notice to the non-terminating party. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

### **C. Compensation.**

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A and 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.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.

#### D. Changes in Rates of Compensation (and Prevailing Wages).

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

#### E. Ownership of Records and Documents / Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. 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 (2) 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 do



so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

#### F. Governing Law.

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

#### G. Independent Contractor.

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

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

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

## H. Certifications

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

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

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

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

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

*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](http://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. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 *et. seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

*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. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

*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. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may

require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

*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 \_\_\_\_\_ 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.*

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

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

*CERCLA Indemnification:* The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and

against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, *et. seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor both before and after its disposal.

*Buy America:* The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

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

## I. Indemnification

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

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

## J. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described in the Insurance Requirements Section beginning on page 3. The Contractor agrees and warrants that it has



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

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

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

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

#### K. Additional Terms or Modification

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

#### L. Notices

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

For the City:

For the Contractor:

City Manager

\_\_\_\_\_

City of DeKalb

\_\_\_\_\_

200 S. Fourth Street

\_\_\_\_\_

DeKalb, IL 60115

\_\_\_\_\_

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. Document Correction / Supplements

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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of DeKalb

Contractor

\_\_\_\_\_  
City Mayor/Manager

\_\_\_\_\_  
Title:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Attest

## Exhibit A – Compensation

The consulting engineer will be compensated for the resident engineering services at the hourly rate supplied by the consulting engineering firm.

## Exhibit B –Compensation: Consulting Engineer’s Fee Schedule



DeKalb Region Proposed Bus Shelter Locations

Shelter #	Location / Nearest Intersection	Jurisdiction	Comments
P-01	University Village / Annie Glidden Rd. and Varsity Blvd.	DeKalb	Right of Way or Easement required
P-02	DeKalb County Courthouse / North Maple St and West Exchange St	DeKalb County	
P-05	Lundeens Liquors or Hope Haven (TBD) / Annie Glidden Rd @ Acadia Dr	DeKalb	Right of Way or Easement required dependent upon designed location
P-06	University Village/ Annie Glidden Rd @ Crane Dr (East)	DeKalb	Right of Way or Easement required
P-07	University Village/ Annie Glidden Rd @ University Village	DeKalb	Right of Way or Easement required
P-11	Aldi parking lot / Sycamore Road (IL-23) north of Oakland Drive	DeKalb	Right of Way or Easement required
P-13	Kishwaukee Hospital / Kish Hosptal Drive	DeKalb County	Right of Way or Easement required dependent upon designed location
P-19	DeKalb County Health Services Campus / north of Dresser on Annie Glidden Rd	DeKalb County	
P-22	Gideon Court Apartments / Lincoln Hwy (IL-38)	DeKalb	Right of Way or Easement required dependent upon designed location
P-25	Northern Illinois University / Annie Glidden Rd and Crane Dr (West)	DeKalb	
P-26	Ben Gordon Center / Healthcare Drive	DeKalb County	
P-27	Civic Apartments / Grant St & Stark Ave	Sycamore	Right of Way or Easement required dependent upon designed location
P-28	Downtown Business District (TBD) / North 2nd Street @ Locust	DeKalb	
P-29	County Jail / Locust @ Exchange	DeKalb County	

# APPENDIX B

Location P-01  
Annie Glidden @ Varsity

## Legend

### Improvement Type

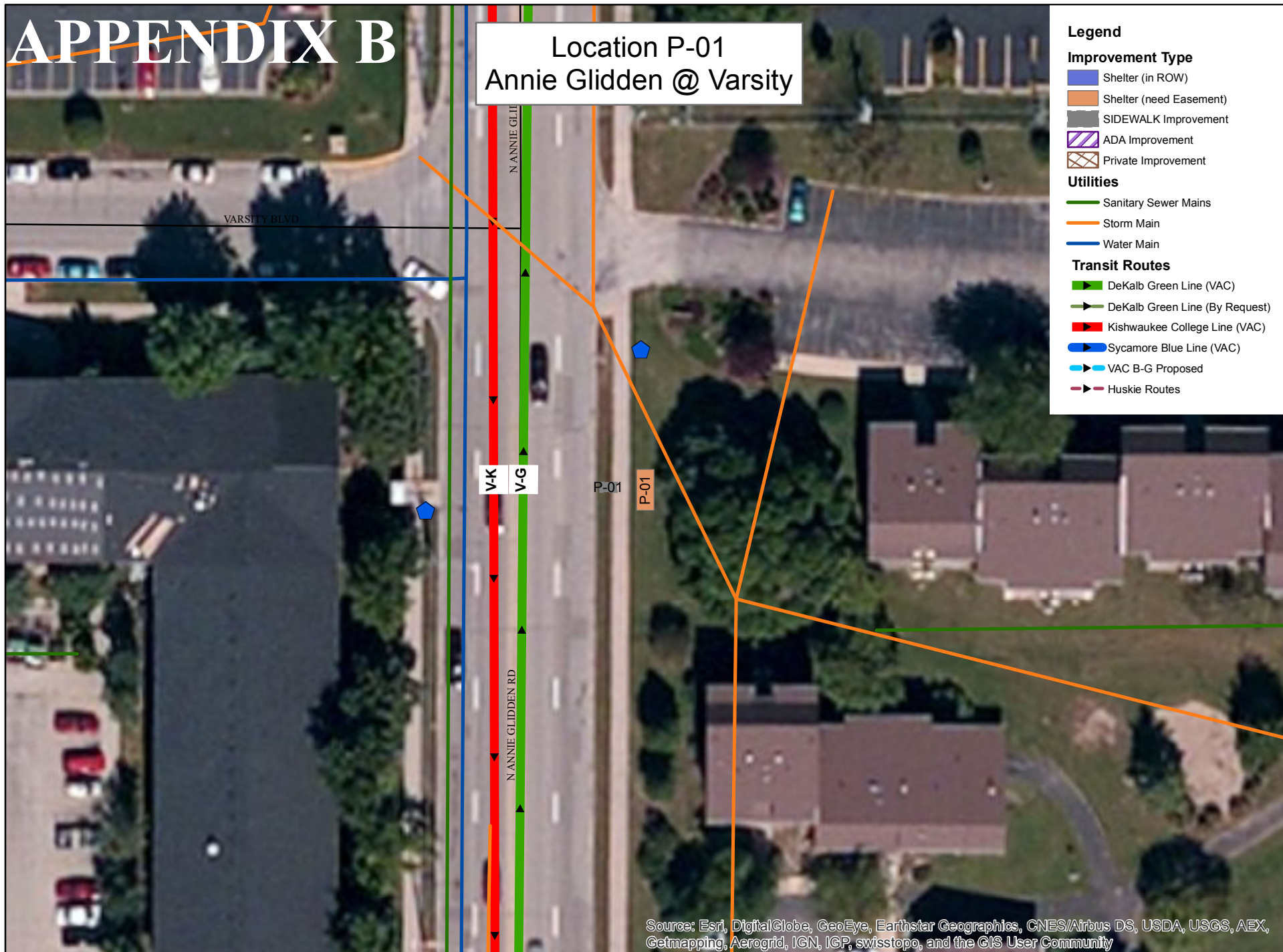
- Shelter (in ROW)
- Shelter (need Easement)
- SIDEWALK Improvement
- ADA Improvement
- Private Improvement

### Utilities

- Sanitary Sewer Mains
- Storm Main
- Water Main

### Transit Routes

- DeKalb Green Line (VAC)
- DeKalb Green Line (By Request)
- Kishwaukee College Line (VAC)
- Sycamore Blue Line (VAC)
- VAC B-G Proposed
- Huskie Routes



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 15 30 60 90 120 150 Feet





Location P-02  
DeKalb County Court House  
N Maple @ W Exchange

**Legend**

**Improvement Type**

- Shelter (in ROW)
- Shelter (need Easement)
- SIDEWALK Improvement
- ADA Improvement
- Private Improvement

**Utilities**

- Sanitary Sewer Mains
- Storm Main
- Water Main

**Transit Routes**

- DeKalb Green Line (VAC)
- DeKalb Green Line (By Request)
- Kishwaukee College Line (VAC)
- Sycamore Blue Line (VAC)
- VAC B-G Proposed
- Huskie Routes



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



# J-15

wat\_feat

<all other values>

TYPE

- HYDRANT
- HYDRANT VALVE
- REDUCER
- SERVICE
- VALVE
- VALVE\_N
- WELL
- servicevalves
- servicelines

wat\_line

<all other values>

DIAMETER

- 10
- 12
- 14
- 2
- 3
- 4
- 4/6
- 6
- 6/8
- 8

sanpts

<all other values>

TYPE

- CLEANOUT
- DROPMH
- PUMPSTATION
- SEWERMH
- sanlms
- san\_service

stormpts

<all other values>

TYPE

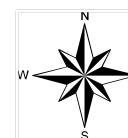
- CATCH BASIN
- FLARED END
- INLET
- OUTFALL
- STORMMH
- storm\_line

streets

tiles

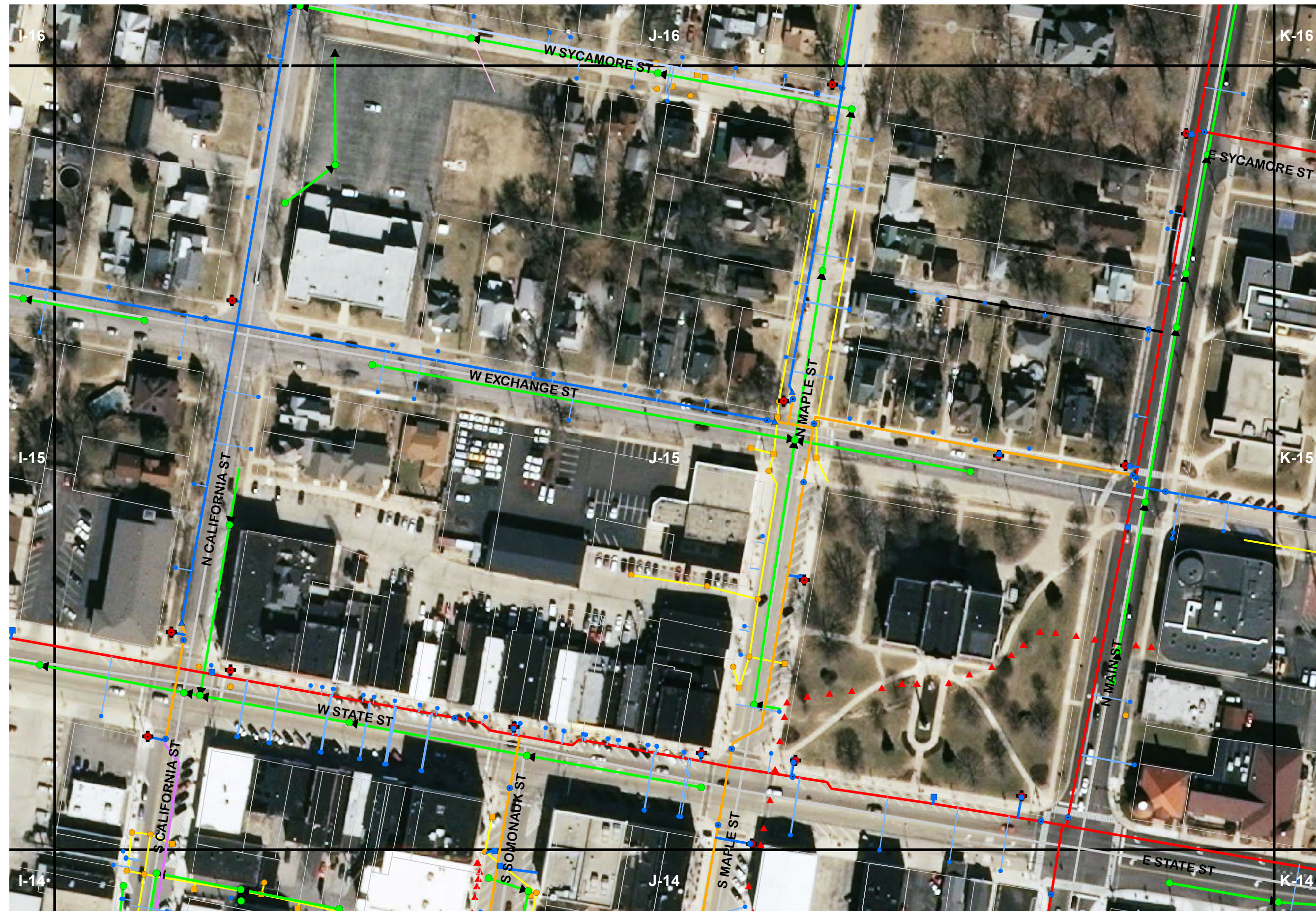
parcel

fiberoptic

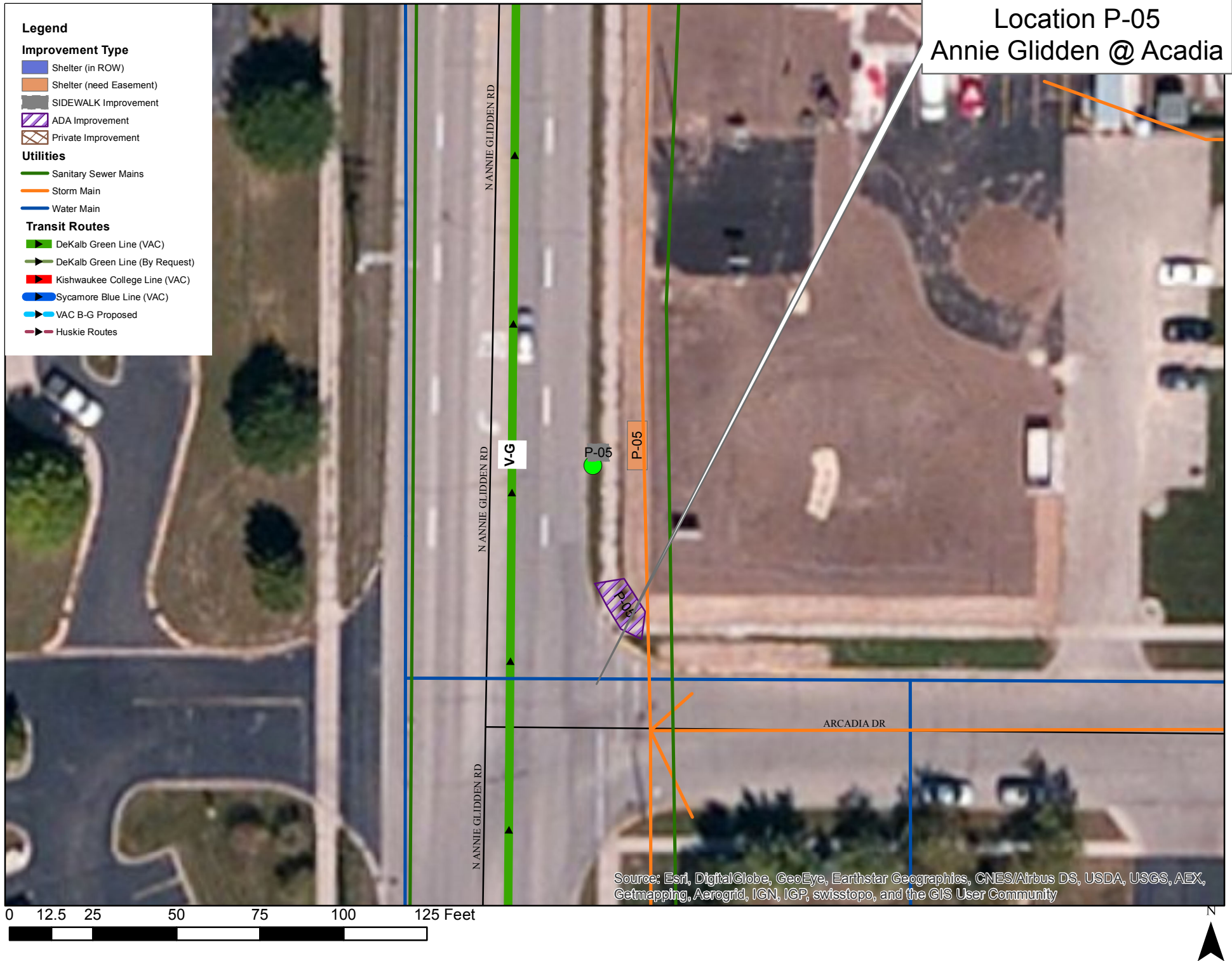


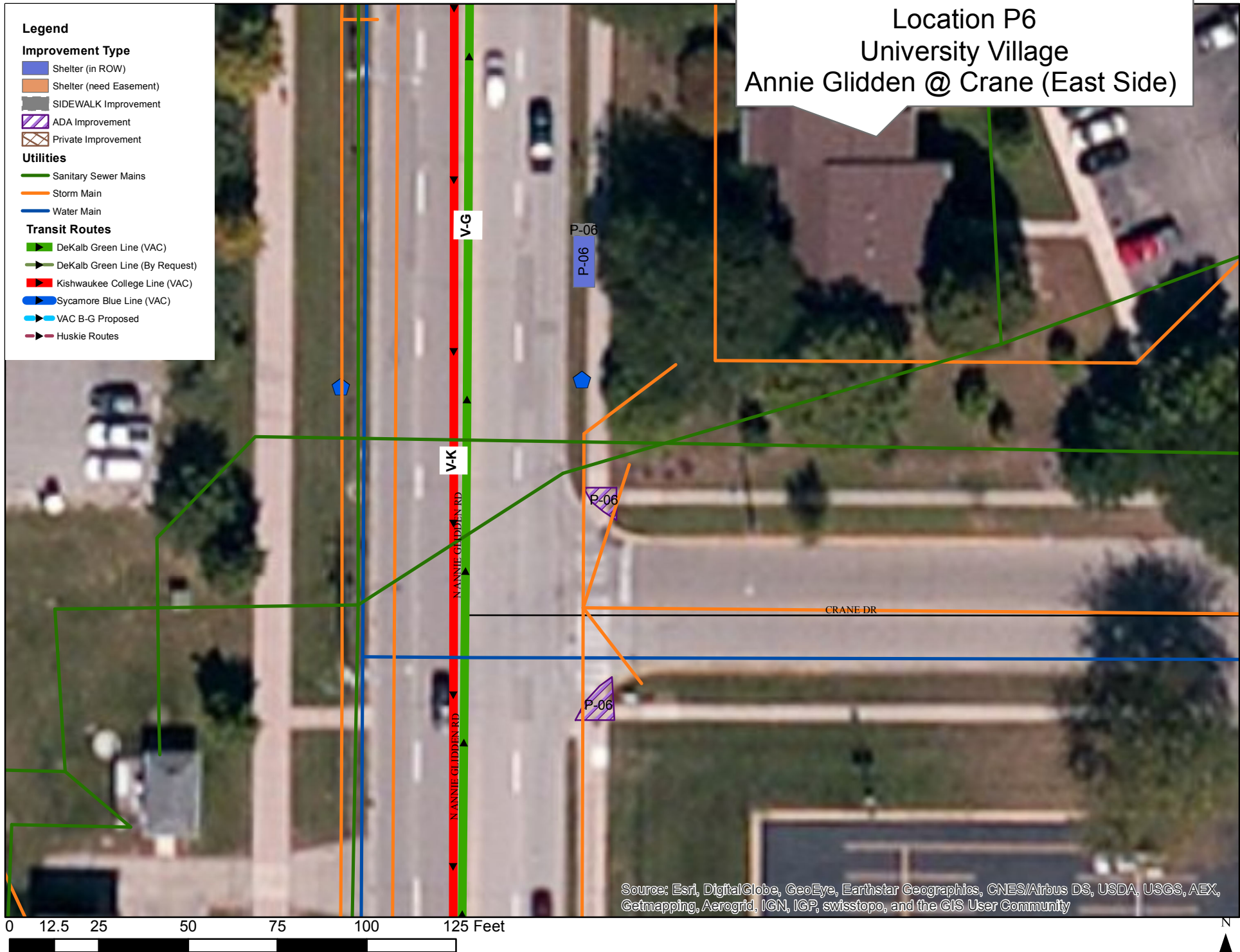
MAPPING 1  
SWD/2011

0 20 40 80 120 160 Feet

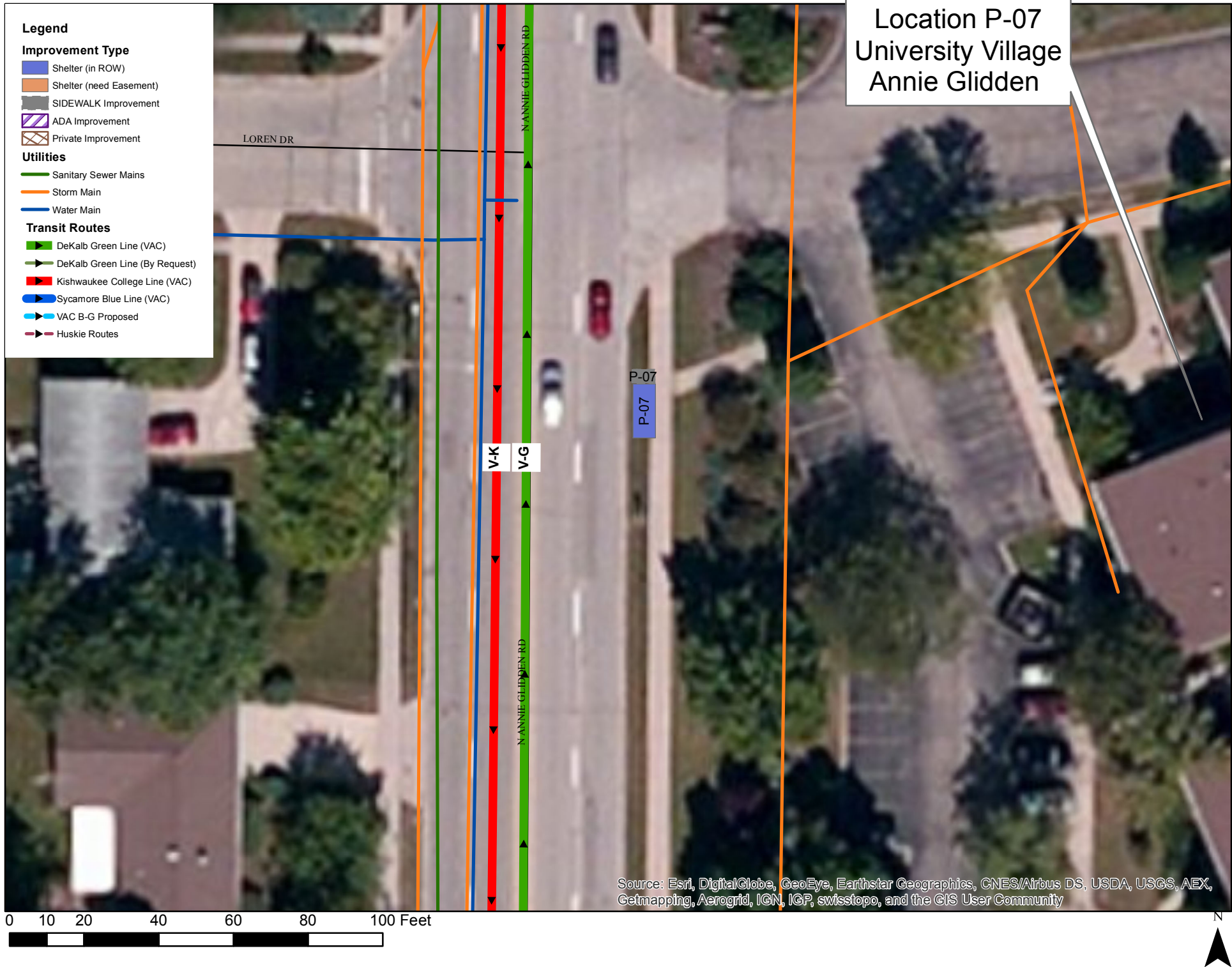










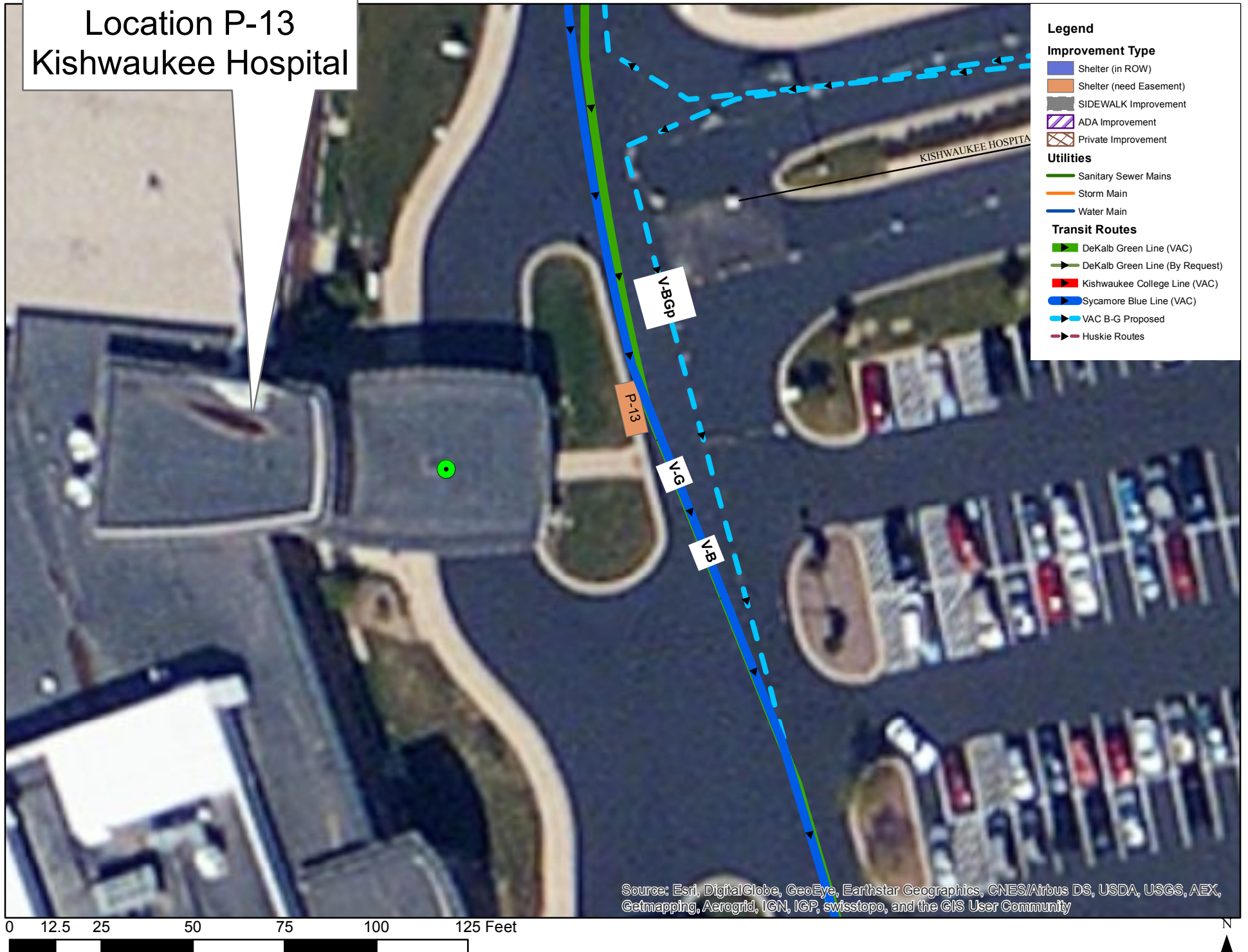




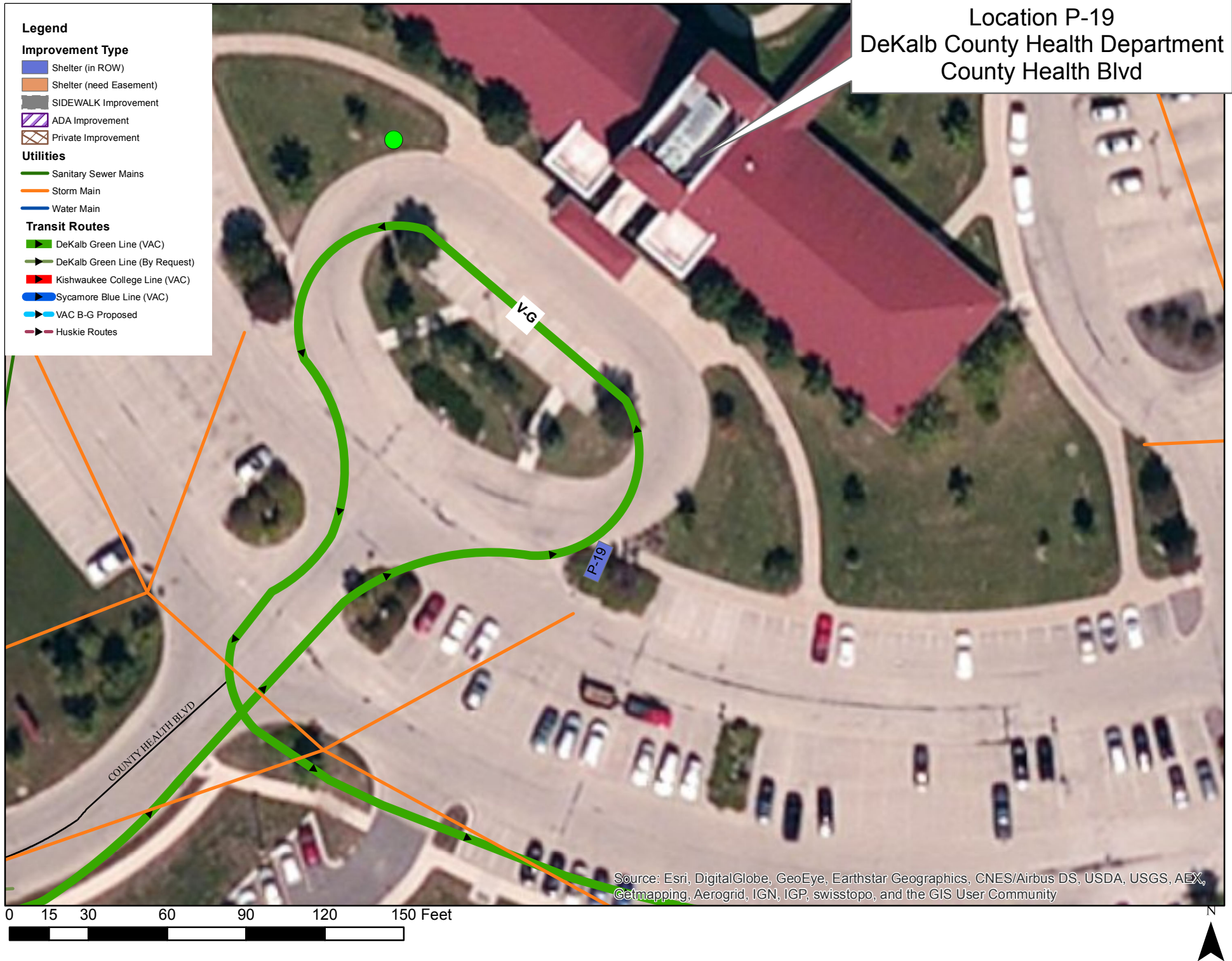




# Location P-13 Kishwaukee Hospital



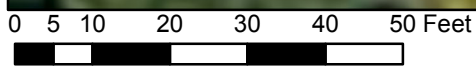




## P-22

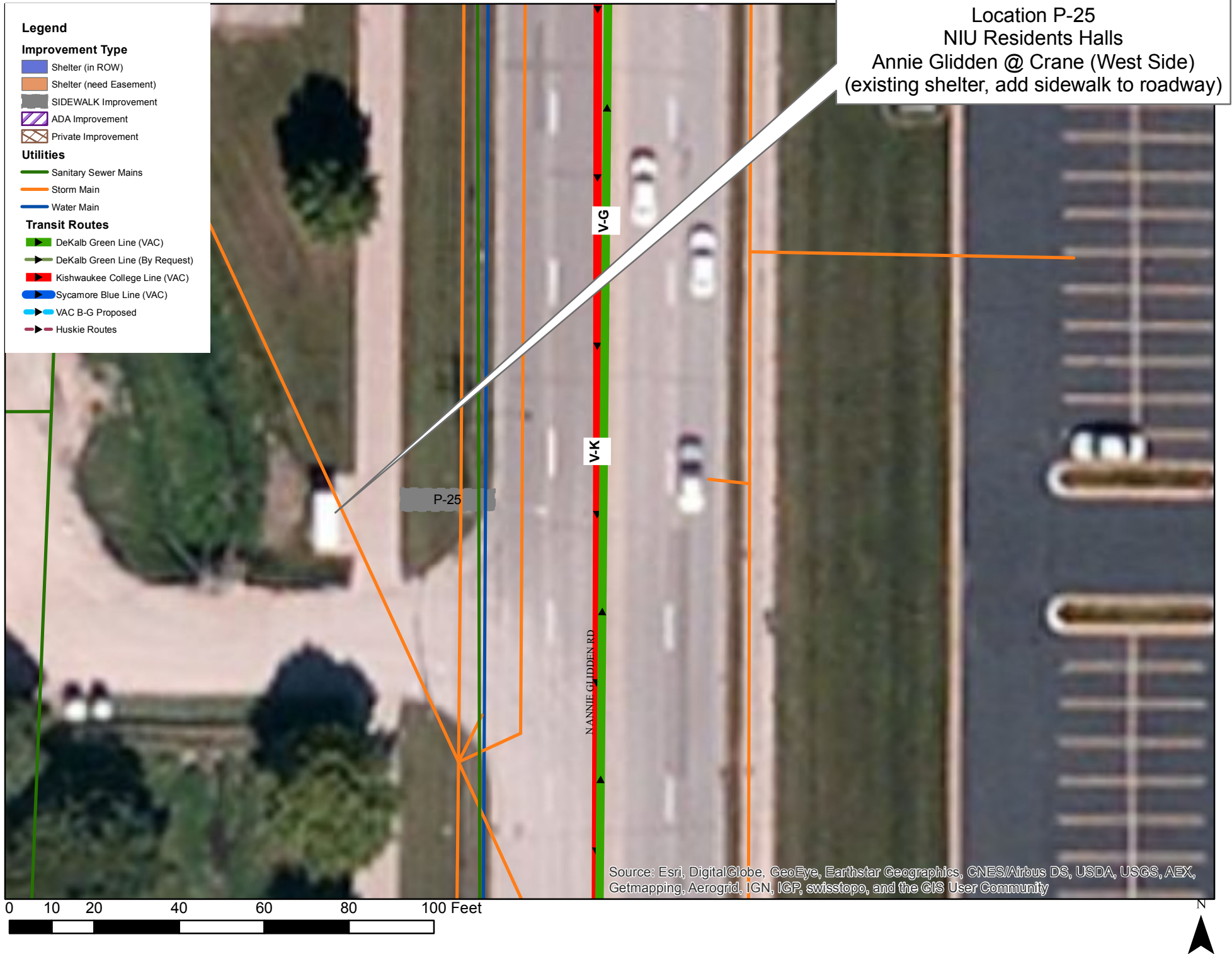
38

**V-G**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





Location P-26  
Ben Gordon Center





# Location P-27 Civic Apartments

## Legend

### Improvement Type

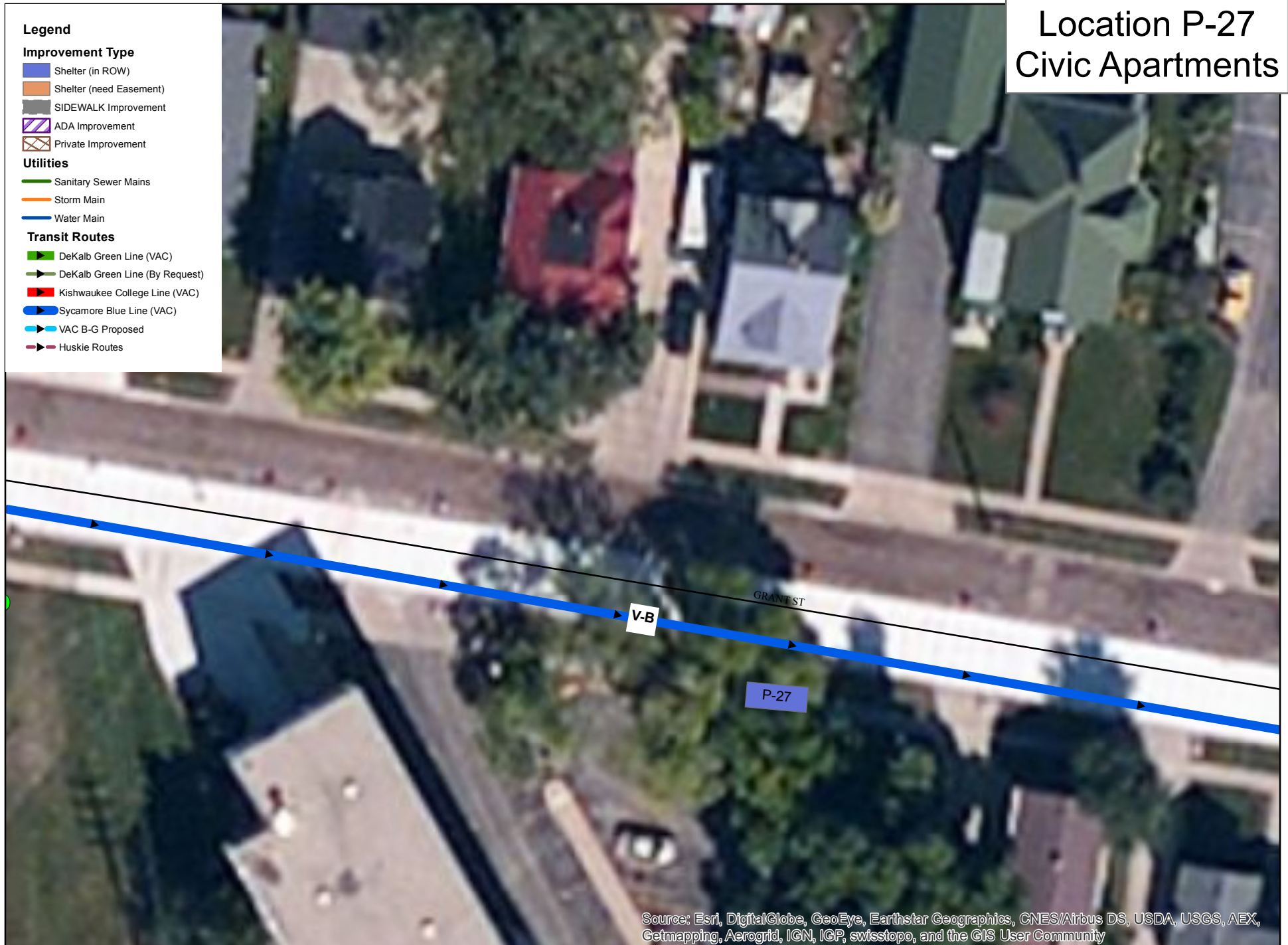
- Shelter (in ROW)
- Shelter (need Easement)
- SIDEWALK Improvement
- ADA Improvement
- Private Improvement

### Utilities

- Sanitary Sewer Mains
- Storm Main
- Water Main

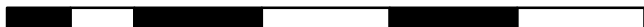
### Transit Routes

- DeKalb Green Line (VAC)
- DeKalb Green Line (By Request)
- Kishwaukee College Line (VAC)
- Sycamore Blue Line (VAC)
- VAC B-G Proposed
- Huskie Routes



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 10 20 40 60 80 100 Feet



N





wat\_feat

<all other values>

TYPE

- HYDRANT
- HYDRANT VALVE
- REDUCER
- SERVICE
- VALVE
- VALVE\_N
- WELL
- servicevalues
- servicelines

wat\_line

<all other values>

DIAMETER

- 10
- 12
- 14
- 2
- 3
- 4
- 4/6
- 6
- 6/8
- 8

sanpts

<all other values>

TYPE

- CLEANOUT
- DROPMH
- PUMPSTATION
- SEWERMH
- sanlins
- san\_service

stormpts

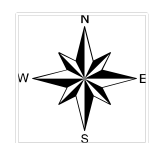
<all other values>

TYPE

- CATCH BASIN
- FLARED END
- INLET
- OUTFALL
- STORMMH
- storm\_line

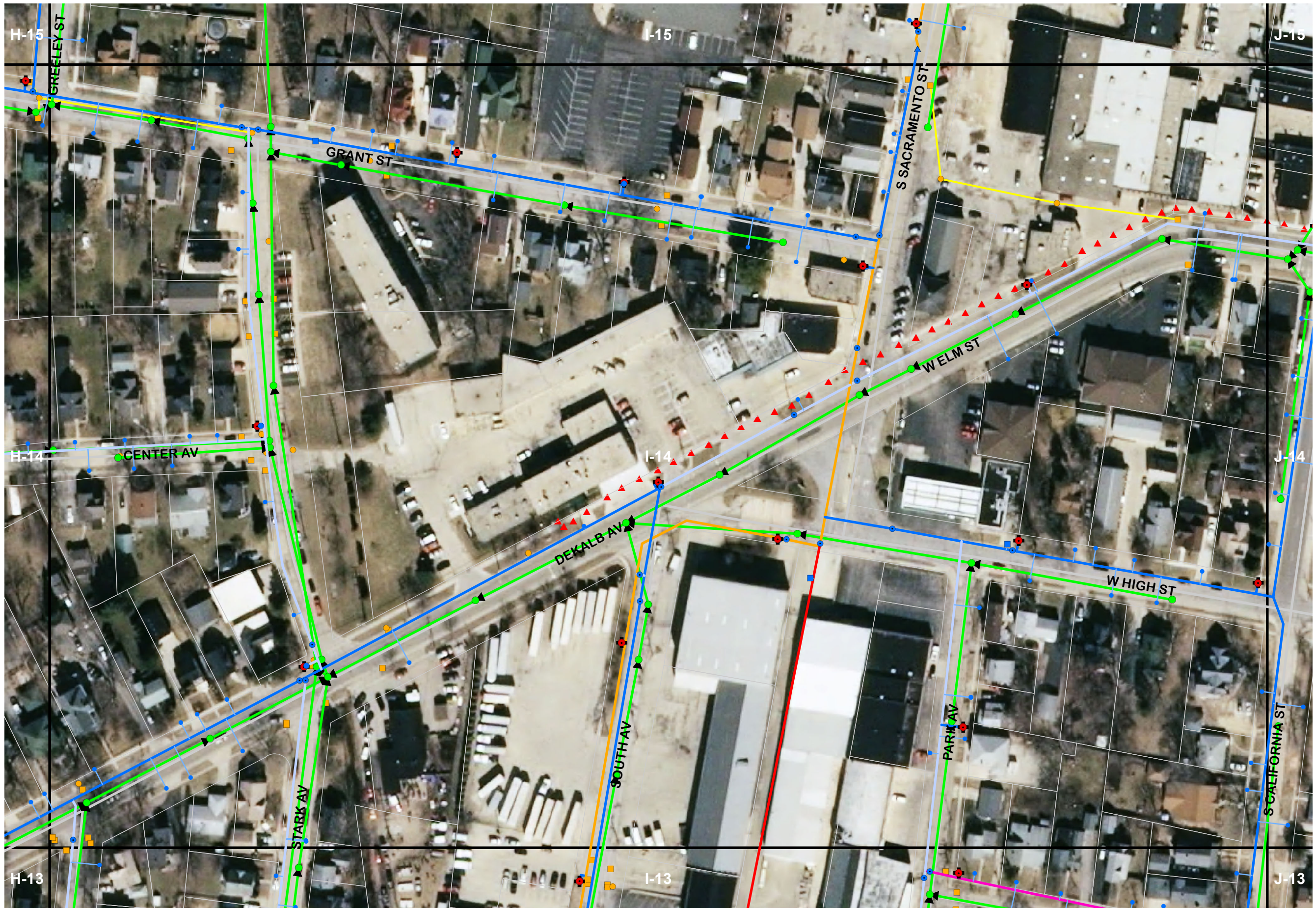
streets

- tiles
- parcel
- fiberoptic



MAPPING 1  
SWD/2011

0 20 40 80 120 160  
Feet





Location P-28  
Second @ Locust

Legend

Improvement Type

- Shelter (in ROW)
- Shelter (need Easement)
- SIDEWALK Improvement
- ADA Improvement
- Private Improvement

Utilities

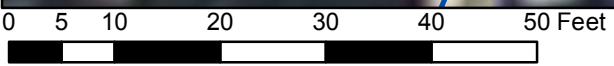
- Sanitary Sewer Mains
- Storm Main
- Water Main

Transit Routes

- DeKalb Green Line (VAC)
- DeKalb Green Line (By Request)
- Kishwaukee College Line (VAC)
- Sycamore Blue Line (VAC)
- VAC B-G Proposed
- Huskie Routes



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





**K-14**

+ &lt;all other values&gt;

 HYDRANT

▲ REDUCER

● VALVE

■ WELL

## servicelines

— <all other values>

10

14

3  
4

4/6

6/8

8

+

- CLEANOUT

■ PUMPSTATION

▶ sanIns

stormpts

## TYPE

**FLARED END**

**OUTFALL**

storm\_line

 tiles

▲ fiberoptic

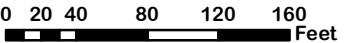


City of

3-

MAAPPING I  
SWD/2011

20 160  
Feet













# Location P-29 Locust @ Exchange

## Legend







### Improvement Type

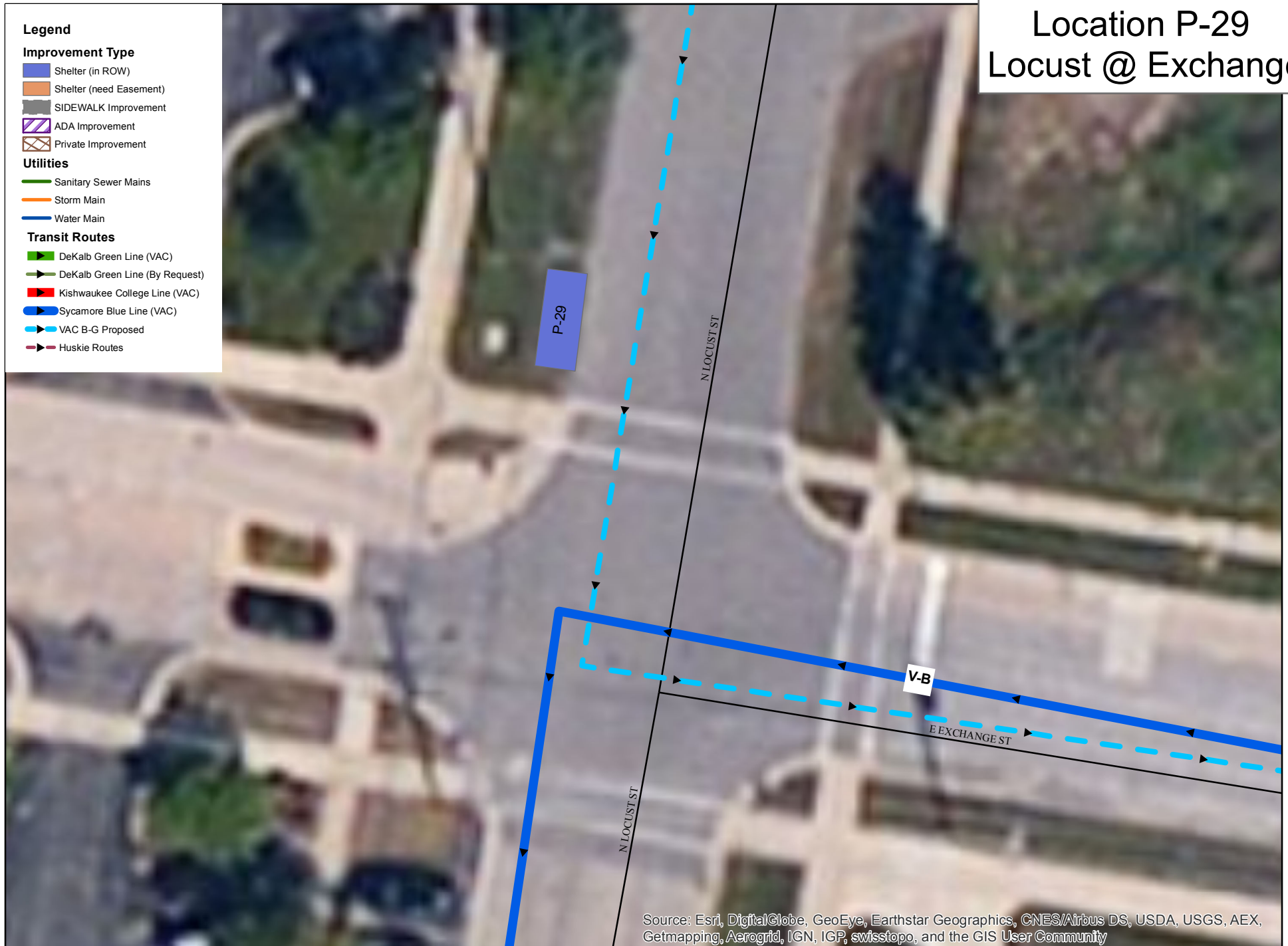
-  Shelter (in ROW)
-  Shelter (need Easement)
-  SIDEWALK Improvement
-  ADA Improvement
-  Private Improvement

### Utilities

-  Sanitary Sewer Mains
-  Storm Main
-  Water Main

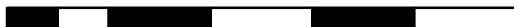
### Transit Routes

-  DeKalb Green Line (VAC)
-  DeKalb Green Line (By Request)
-  Kishwaukee College Line (VAC)
-  Sycamore Blue Line (VAC)
-  VAC B-G Proposed
-  Huskie Routes



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 5 10 20 30 40 50 Feet





# J-15

wat\_feat

<all other values>

TYPE

- HYDRANT
- HYDRANT VALVE
- REDUCER
- SERVICE
- VALVE
- VALVE\_N
- WELL
- servicevalves
- servicelines

wat\_line

<all other values>

DIAMETER

- 10
- 12
- 14
- 2
- 3
- 4
- 4/6
- 6
- 6/8
- 8

sanpts

<all other values>

TYPE

- CLEANOUT
- DROPMH
- PUMPSTATION
- SEWERMH
- sanlins
- san\_service

stormpts

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TYPE

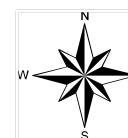
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- FLARED END
- INLET
- OUTFALL
- STORMMH
- storm\_line

streets

tiles

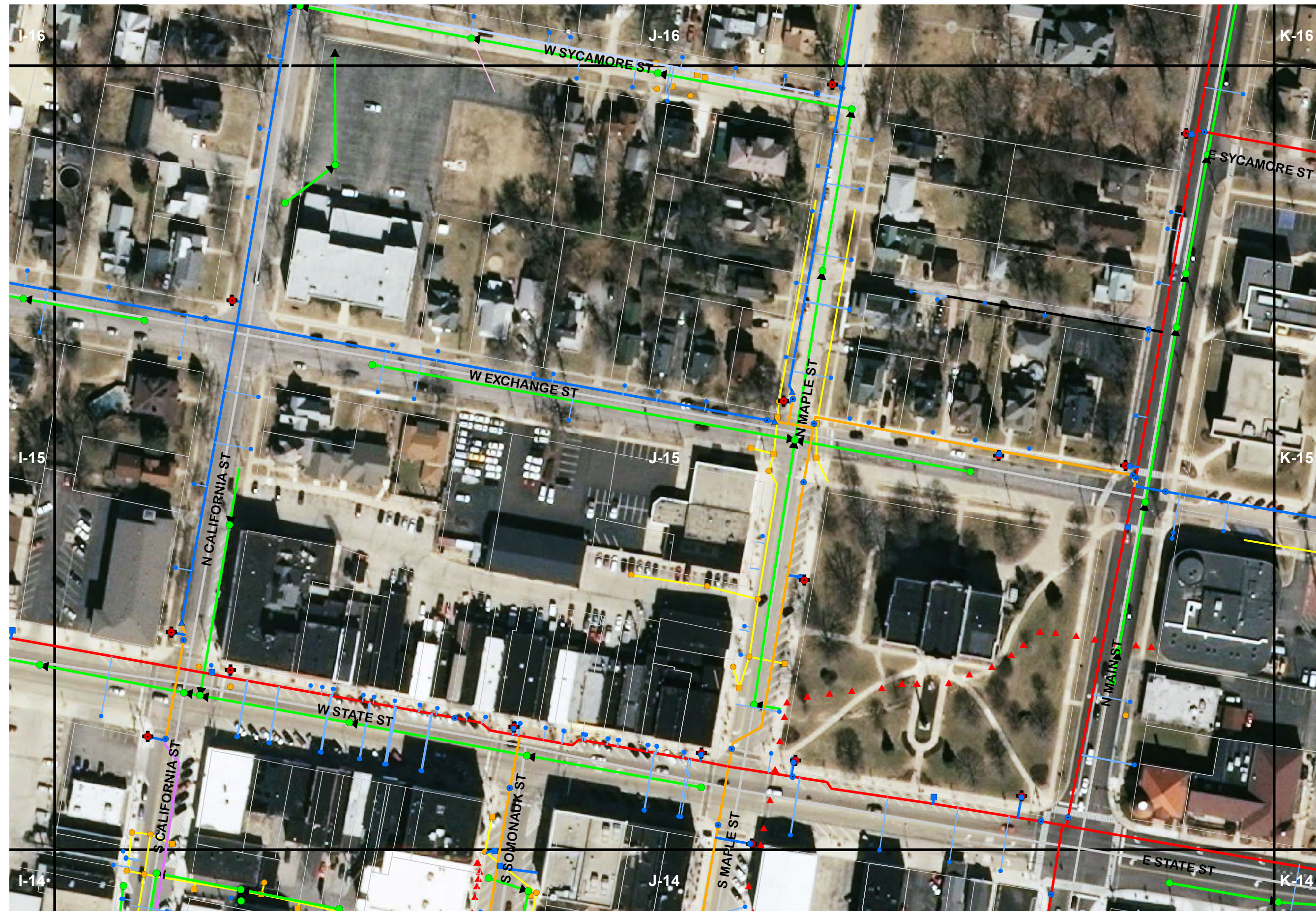
parcel

fiberoptic



MAPPING 1  
SWD/2011

0 20 40 80 120 160 Feet



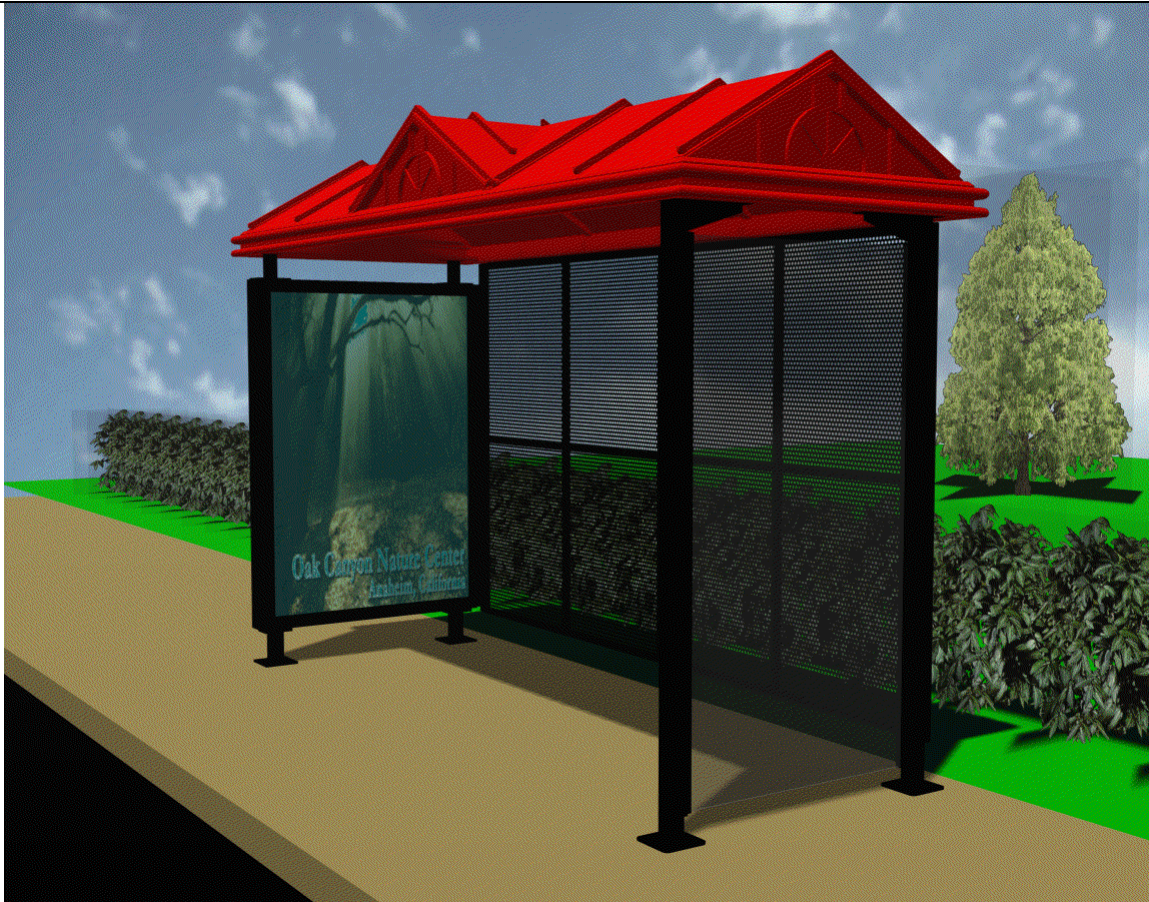


# APPENDIX C

## Bus Shelter Specs

Components
General Shelter (4' 3" deep, 12' long, and 7' opening height - specify specs of individual components)
Shelter Bench (7' long x 18" high - specify specs of individual components)
Backlit Advertising Panel (specify specs of individual components)
Overhead Electrical Lighting Unit (specify specs of individual components)
Concrete Pad (5" thick, 9' x 18')
Electrical Conduit and Cabeling (Specify specs of individual components)
Potential Addons Requested:
<i>Garbage Can</i>
<i>Solar Trash Compactor</i>
<i>Solar Panel to light shelter</i>
<i>Real Time Arrival Display Monitor</i>
<i>Additional materials and equipment needed for real-time Arrival displays</i>

## APPENDIX B – PHOTOS



Concept drawing of currently installed bus shelters, produced by Tolar Manufacturing

<p>RAL 3002 Carmine Red</p>	
<p>RAL 9004 Signal Black</p>	

Proposed color options with Tolar Manufacturing color codes. All submissions must approximate these colors as closely as possible.





Existing bus shelter: 7<sup>th</sup> Street, DeKalb Fire Station #2



Existing bus shelter: IL Route 23, near the Jewel-Osco property



# **APPENDIX D – PROJECT SCHEDULE**

Proposals Due: August 19, 2016

Consultant Interviews: August 25-26, 2016

Award Proposal: October 10, 2016

Design/ROW Acquisition begin: October 16- January 15, 2017

90% plans due December 15, 2016 for review

Final plans due January 15, 2017

ROW Acquisition: to continue until complete no later than March 31, 2017 for completion

Advertise Plans and Specifications: April 3-18, 2017

Open Bids: April 20, 2017

Bid Award: City of DeKalb City Council Meeting May 8, 2017

Construction Completion Date: August 31, 2017