

VILLAGE OF WINNEBAGO

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RESOLUTION NO. 2022-02R

**RESOLUTION APPROVING FEHR GRAHAM  
PROPOSAL FOR 2022 ROADWAY MAINTENANCE  
PROJECT AND AUTHORIZING VILLAGE PRESIDENT  
TO SIGN AGREEMENT RE: SAME**

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**ADOPTED BY THE  
BOARD OF TRUSTEES**

**VILLAGE OF WINNEBAGO**

THIS 14<sup>th</sup> DAY OF FEBRUARY, 2022

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Published in pamphlet form by authority of the Village Board of Trustees of the Village of Winnebago, Illinois, this 15 day of February, 2022.

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STATE OF ILLINOIS            )  
  )  
COUNTY OF WINNEBAGO    )        SS

**PAMPHLET PUBLICATION CERTIFICATION FORM**

I, Sally Jo Huggins, certify that I am the duly elected and acting Village Clerk of the Village of Winnebago, Winnebago County, Illinois.

I further certify that on FEBRUARY 14, 2022, the Corporate Authorities of the above municipality passed and approved Resolution No. 2022-022, entitled, "Resolution Approving Fehr Graham Proposal for 2022 Roadway Maintenance Project and Authorizing Village President to Sign Agreement Re: Same", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Resolution No. 2022-022, including the resolution and a cover sheet thereof, was prepared, and a copy of the resolution was posted in the Village office located at 108 West Main Street, Winnebago, Illinois, commencing on FEBRUARY 15, 2022, and continuing for at least ten (10) days thereafter. Copies of the resolution were also available for public inspection upon request in the office of the Village Clerk located at the above Village office address.

**DATED** at Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Sally Jo Huggins, Village Clerk

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2022- 028

**RESOLUTION APPROVING FEHR GRAHAM PROPOSAL FOR 2022 ROADWAY MAINTENANCE PROJECT AND AUTHORIZING VILLAGE PRESIDENT TO SIGN AGREEMENT RE: SAME**

WHEREAS, Fehr Graham Engineering & Environmental, the Village's Engineer, has presented a proposal for civil engineering design services associated with the planned maintenance efforts on Jessica Trail located in the Village of Winnebago, along with a corresponding proposed Agreement for Professional Services associated with the same, and

WHEREAS, such proposal dated February 2, 2022, details the work to be completed for a fee amount of \$20,100.00, with the Village planning to use local funds (no MFT dollars) to complete the improvements, and with the scope of the work and other details more particularly described in a copy of the aforesaid February 2, 2022 proposal, along with enclosed proposed associated Agreement for Professional Services marked Exhibit "A", which is attached hereto, incorporated herein, and made a part hereof.

WHEREAS, the Village Board hereby finds that it is in the best interest of the citizens of the Village of Winnebago to proceed with the described project and to authorize the Village President to sign the Agreement for Professional Services presented by Fehr Graham in association with the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1. RECITALS**

The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference as findings of the Village Board of Trustees of the Village of Winnebago as if fully set forth in this section.

**SECTION 2. APPROVAL**

The Village Board of Trustees hereby approves the February 2, 2022 proposal from Fehr Graham Engineering and Environmental for civil engineering design engineering and construction engineering services for the described 2022 roadway maintenance project, and hereby authorizes the Village President, or designee, to execute the associated Agreement for Professional Services. Payment to be funded from account number 01-42-532.

**SECTION 3. EFFECTIVE DATE**

This Resolution shall be in full force and effect upon the passage and approval of this Resolution.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of February, 2022.

**APPROVED:**



\_\_\_\_\_  
Franklin J. Eubank, Jr., President of the Board of  
Trustees of the Village of Winnebago, Illinois

**ATTEST:**



\_\_\_\_\_  
Sally Jo Huggins, Village Clerk

**AYES:**   5        **NAYS:**   0        **ABSENT:**   0  

**PUBLISHED IN  
PAMPHLET FORM:** \_\_\_\_\_

# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

February 2, 2022

Mr. Chad Insko  
Village of Winnebago  
108 West Main Street  
Winnebago, Illinois 61088

**Re: Winnebago 2022 Roadway Maintenance  
Civil Engineering Design Services Proposal**

Dear Mr. Insko:

Fehr Graham is pleased to present you with the following proposal for civil engineering design services as they relate to the above-referenced project. As we understand, the Village of Winnebago would like to complete maintenance efforts on Jessica Trail as described in the project scope below.

## **SCOPE OF PROJECT**

This project includes the 2" milling and overlay of Jessica Trail beginning at Mitchell Drive, gapping the Greenlee Avenue intersection and ending at the termination point of Jessica Trail approximately 500' south of Stephanie Lane. This project will also require butt joints and manhole adjustments.

The Village plans to use local funds (no MFT dollars) to complete the improvements as described above but will continue to use the IDOT procurement approach when bidding the project. In addition, plans will not be created for this project but rather exhibits included within the project specifications book.

## **SCOPE OF SERVICES**

### Design Engineering

Fehr Graham will prepare an IDOT proposal book that includes exhibits showing the improvements as described in the scope of the project section above. Fehr Graham will also prepare and publish the bid advertisement, evaluate bids and prepare a recommendation for selection of Contractor.

### Construction Engineering

Fehr Graham will complete construction management services limited to part-time on-site observation for field measurements and to document work performed and compiling material tickets from the Contractor and creating one final pay application to present to the Village Board for approval. Contract management services will be provided up to the budgeted total outlined in this proposal.

## **EXCLUSIONS**

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

- Stormwater detention design and calculations.
- Lighting plans
- Stormwater pollution prevention plans
- Utility company coordination

Exhibit "A"  
(consisting of 6 pages)

- Geotechnical borings or information
- Coordination with impacted adjacent property owners
- Economic and environmental investigations and studies
- Permit Fees
- Construction staking
- Easement procurement
- As-Built survey
- Topographic Survey
- Title search
- Materials Testing

Any of the above services can be performed as an additional cost to the project upon request.

#### FEES

Based on the information currently available, we are prepared to provide these services as follows.

Design Engineering	\$8,600 (Lump Sum)
Construction Engineering	<u>\$11,500 (Time &amp; Materials)</u>
<b>TOTAL</b>	<b>\$20,100.00</b>

Billing for the project will be monthly and invoiced by Fehr Graham.

#### AUTHORIZATION

I trust that the information we have provided is in line with your expectations. If this proposal meets your approval, please sign and return the enclosed Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope. If you should have any questions, please do not hesitate to contact me.

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We look forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact us.

Respectfully submitted,



Seth W. Gronewold, PE  
Principal

SWG:ted

# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

## AGREEMENT FOR PROFESSIONAL SERVICES

Client Mr. Chad Insko  
Village of Winnebago  
108 West Main Street  
Winnebago, IL 61088

815.335.2020

### Description of Services:

#### Village of Winnebago - 2022 Roadway Maintenance Civil Engineering Design Services

Fehr Graham will provide professional services related to Civil Engineering Design Services as detailed in our proposal letter dated February 2, 2022.

### COST:

The fixed fee for performing the above services is:


Design Engineering	\$ 8,600 (Lump Sum)
<u>Construction Engineering</u>	<u>\$11,500 (Time &amp; Materials)</u>
<b>TOTAL</b>	<b>\$20,100.00</b>

The attached General Conditions are incorporated into and made a part of this Agreement.

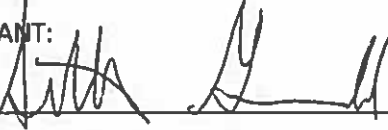
### ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

#### CLIENT:

Signature   
Name Frank J. Eubank, Jr.  
Title Village President  
Date Accepted 2/14/2022

#### CONSULTANT:

By   
Name Seth W. Gronewold  
Title Principal  
Date Proposed February 2, 2022

## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.



Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.



SCALE: 1:4,717

WINGIS cannot and does not warrant the accuracy of property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic features on the land. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy.