RESOLUTION 2015-007 PASSED: JANUARY 26, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER Into AN AGREEMENT WITH SIXEL CONSULTING GROUP, INC. FOR THE PURPOSE OF PERFORMING AN AIRPORT GOVERNANCE STUDY IN THE AMOUNT OF $20,000.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the MAYOR of the City of DeKalb be authorized and directed to enter into an Agreement with Sixel Consulting Group, Inc. for an airport governance study.

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

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 26th day of January, 2015 and approved by me as Mayor on the same day. Passed by a roll call vote of 7-0-1. Aye: Jacobson, Finucane, Lash, Snow, Naylor, O’Leary, Rey. Absent. Baker.

ATTEST:

[Signatures]

MARCIA E. SWEIGERT, City Clerk

JOHN A. REY, Mayor
Request for Proposal
Airport Organizational and Governance Study

October 27, 2014

The City of DeKalb is currently soliciting proposals for professional services for Airport Organizational and Governance Study.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The City reserves the right to reject any and all proposals, and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the City, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the City’s website at http://www.cityofdekalb.com. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the City. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The City is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit four (4) hard copies and one (1) electronic copy (on CD, DVD or Flash Drive) of your proposal on Monday, December 8, 2014 by 3:00 p.m. to:

Tom Cleveland, Assistant Director of Public Works - Airport
DeKalb Taylor Municipal Airport
3232 Pleasant Street
DeKalb, IL 60115

If you have any questions about the proposal process, please contact Tom Cleveland at (815) 748-8102. All questions pertaining to the content of this Request for Proposal must be submitted via email to Tom Cleveland at: tom.cleveland@cityofdekalb.com. All questions will receive a response within 5 business days.
PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of four (4) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 pm on Monday, December 8, 2014. Late proposals will not be considered and will be returned unopened.

2. All correspondence should be directed to:

   Tom Cleveland, Assistant Director of Public Works – Airport
   DeKalb Taylor Municipal Airport
   3232 Pleasant Street
   DeKalb, IL 60115
   Telephone: (815) 748-8102

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.

4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.

5. Selection of qualified proposers will be by an impartial selection group assigned by the City Manager. Selection will be made on the basis of the proposals as submitted, although the City reserves the right to interview applicants as part of the selection process. The proceedings of the selection group are confidential, and members of the selection group are not to be contacted by the proposers.

6. This Request for Proposal does not constitute an offer of employment or to contract for services.

7. The City reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the City may appear.

8. All documents submitted to the City in response to this Request for Proposal will become the exclusive property of the City and may be returned to the proposer or kept by the City, in the City’s sole discretion.

9. All proposals shall remain firm for four months, (120) days following closing date for receipt of proposals.

10. The City reserves the right to award the contract to the firm who presents the proposal which, in the judgment of the City, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the City during subsequent negotiations.

12. Under the provisions of the Illinois Freedom of Information Act (the "Act"), all "public records" of a local agency, such as the City, must be available for inspection and copying upon the request of any person. Under the Act, the City may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.
PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title

2. Applicant or Firm Name

3. Firm Qualifications
   
   a. Type of organization, size, professional registration and affiliations.
   
   b. Names and qualifications of personnel to be assigned to this project.
   
   c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
   
   d. Qualifications of consultants, Subcontractors, or joint venture firm, if appropriate.
   
   e. Client references from recent related projects, including name, address and phone number of individual to contact for referral. Please include only references that are directly relevant to this Request for Proposal and are current (last 4 years). Please include at least 3 such references with detailed contact information.

4. Understanding of and Approach to the Project
   
   a. Summary of approach to be taken.
   
   b. Description of the organization and staffing to be used for the project.
   
   c. Indication of information and participation the proposer will require from City staff.
   
   d. Indication of time frame necessary to complete the report and recommendations once a Notice to Proceed is issued.

5. Fees and Insurance
   
   a. Propose total fees to complete project as described under Project Scope.
   
   b. See Exhibit B of the Independent Contractors Agreement for insurance requirements.
PROJECT SCOPE

Located 50 miles west of the City of Chicago, the DeKalb Taylor Municipal Airport is a full service municipal airport service general aviation, cargo, and business clients.

The General Aviation Airport is owned and operated by the City of DeKalb. The day-to-day administration and management of the Airport is the responsibility of the Assistant Director of Public Works – Airport. The Airport is an enterprise unit within the Department of Public Works and the Assistant Director reports to the Director of Public Works. Overall administration and financial oversight of the Airport falls under the jurisdiction of the City Manager and the eight-member elected City Council.

The City of DeKalb seeks a qualified consultant to research, report and provide recommendations on the organizational and governance structures for the Airport. Governance structures to study should include but not be limited to:

1. Existing City of DeKalb Airport governance structure
2. Airport governed directly by an airport authority
3. Airport governed by an airport commission
4. Airport operated as part of a larger multi-modal transportation organization
5. Other options

The final report should include:

1. Detailed descriptions of each of the structures including sample organization charts, operations, staff levels, and decision-making approval processes;
2. Recommendations for options for future organizational and governance structures for the DeKalb Taylor Municipal Airport;
3. Detailed descriptions of the steps needed to implement the structure(s);
4. Detailed description of the estimated cost to implement structure(s);
5. Detailed descriptions of the pros and cons of implementing the structure(s);
6. Description of the methodology used to formulate the recommendations, including the criteria used by the consultant to select comparable airports and governance structures for the study. Please include a clear description of how the organizations and recommendations presented in the final report were selected. A list of comparables with features of comparison should be part of the report.

The City of DeKalb is most interested in comparisons and recommendations based on similar airport facilities in Illinois. If airports outside of Illinois are included, please justify the inclusion. The final report is expected to be explicit in the reasons for the recommendations and include details about the specific facilities and business models that form the basis for the report. Graphics that highlight comparative features are highly desirable.

If there are areas where the consultant believes that the scope of this RPF was deficient in describing the full nature of the studying being sought, those deficiencies should be outlined and included as alternative additions to the proposed scope.
Attachment A

Data Sheet

Facilities Operated:
DeKalb Taylor Municipal Airport
900 acres
Corporate and General Aviation Airport
Active Flight School
Seeking FAR FAA Part 139 Limited Commercial Certification
Cargo Loading and Unloading Capabilities
Airport Used To Access Northern Illinois University
7 Airport Staff Members
20,000 sq ft FBO Operated by the City of DeKalb
84 Based Aircraft
$3 million Airport Budget, FY2015

Additional Information:
General information: http://www.cityofdekalb.com

Airport Statistics Reports attached:
2012 Economic Impact Study – $10.7 million Economic Impact to the Community
INDEPENDENT CONTRACTOR
AGREEMENT FOR SERVICES

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and Sixel Consulting Group, Inc., hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services:

Contractor agrees to furnish to the City the following services:

See attached RFP for Airport Governance Study

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

B. Term:

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

C. Compensation:

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

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City’s express, written consent shall be solely at the expense of the Contractor.
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 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. 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. Prevailing wage records must be submitted with each invoice submitted; invoices submitted without corresponding prevailing wage records will not be processed until the certified payrolls are submitted.

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 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 to 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 Request for Proposal for Airport Organizational and Governance Study, and for the means and methods of completing such work. The City’s compensation to Contractor shall be limited to that described in Exhibit A, 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. 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 is 74-2800563 and is doing business as a (check one):  

- Individual  
- Real Estate Agent  
- Sole Proprietorship  
- Government  
- 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 certifies 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 willful 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.

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 on the attached Exhibit B. 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 reproductibility 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 and Exhibit B. Except for those terms included on Exhibit A and Exhibit B, 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 mail, addressed to the parties as follows:

For the City: For the Contractor:

City Manager Mark Sixel, President
City of DeKalb Sixel Consulting Group, Inc.
200 S. Fourth Street 497 Oakway Road, Suite 220
DeKalb, IL 60115 Eugene, OR 97401

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.

Agreed to this 26th day of January 2015.

City of DeKalb

[Signature]
City Mayor/Manager

Contractor

[Signature]
Mark Sixel, President
Sixel Consulting Group, Inc.

City Clerk

[Signature]
Exhibit A:

Fee Schedule

Please see attached RFP proposal, Section 5 for Fee Schedule.
Exhibit B:

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 B 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 ($1,000,000.00) per person / Two Million Dollars ($2,000,000.00) per occurrence.

4. **Automobile Insurance Coverage:**

   Unless this Section 4 of Exhibit B 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 ($1,000,000.00) per person / Two Million Dollars ($2,000,000.00) per occurrence.

5. **Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:**

Unless one or more subsections of this Section 5 of Exhibit B is clearly marked out as being inapplicable:

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 ($1,000,000.00) 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 ($1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

6. **Indemnification.**

The policy limits, availability or inavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's 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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