RESOLUTION 2015-115      PASSED: NOVEMBER 9, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT WITH FEHR GRAHAM AND ASSOCIATES IN THE AMOUNT OF $6,840 FOR RESIDENTIAL ENGINEERING SERVICES PERTAINING TO THE SOUTH FIRST STREET WATERMAIN PROJECT PHASE II.

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 execute an amendment to an existing agreement for professional engineering services with Fehr Graham and Associates, for residential engineering services for the South First Street Watermain project Phase II, in the supplemental amount of $6,840.00

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 9th day of November, 2015 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 7-0 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Rey.

ATTEST:

JENNIFER JENNIFER JOHNSON, City Clerk

JOHN A. REY, Mayor
October 29, 2015

Mr. John Laskowski, PE
City Engineer
City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115

RE: First Street Watermain Project

Dear Mr. Laskowski:

As the above-referenced project comes to a close and per our recent conversation, please accept this correspondence as a request for additional fees to complete our contractual obligations.

The construction agreement with Elliott and Wood included a completion date of September 30, 2015. Actual construction was completed on October 13, 2015. As our services are directly dependent upon contractor performance, this delay in completion added a number of unanticipated days of our services.

We estimate the additional hours to complete the project and project documentation as follows:

1. Punchlist and Final Project Field Inspection:
   16 Hours = $1,440

2. Final Quantities, Final Pay Request and Documentation Closeout:
   24 Hours = $2,160

3. Construction Record Drawings and Project Images:
   36 Hours = $3,240

In total, we estimate an additional 76 hours or $6,840 to complete the project. This is an increase of approximately 6% above the original agreed upon fee.

Please contact me at (815) 562-9087 with any questions regarding this request.

Respectfully submitted,

Noah Carmichael, PE
Principal
NJCRfs

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RESOLUTION 2015-034 PASSED: APRIL 27, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN ENGINEERING SERVICES AGREEMENT AT HOURLY RATES, ESTIMATED TO BE IN THE AMOUNT OF $113,340, WITH FEHR GRAHAM AND ASSOCIATES, INC. FOR RESIDENTIAL ENGINEERING SERVICES FOR THE SOUTH FIRST STREET WATERMAIN PROJECT PHASE II.

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 execute an Engineering Services Agreement with Fehr Graham and Associates for residential engineering services for the South First Street Watermain Project Phase II. Exhibit “A,” subject to such changes as shall be recommended by the City Engineer or City Attorney. Such services shall be provided at the hourly rates included therein. The total of such services is estimated to be $113,340, but such figure shall not be a limitation on the total expenditure. The total expenditure shall be limited by the budgeted sums available for such purposes.

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 27th day of April, 2015 and approved by me as Mayor on the same day. Passed by roll call vote of 6-0-2. Aye: Finucane, Lash, Snow, Naylor, Baker, Rey. Nay: None. Absent: Jacobson, O’Leary.

ATTEST:

MARCIA E. SWEIGERT, City Clerk

JOHN A. REY, Mayor
Independent Consultant

Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and Fehr Graham and Associates hereinafter referred to as the "Consultant", with the City and Consultant agreeing as follows

A. Services:

Consultant agrees to furnish to the City the outlined in the scope of services included in the qualifications-based selection process Request for Proposals which initiated this project, a copy of which is attached hereto as Exhibit A and further described herein:

The Resident Engineer (RE) provided by Fehr Graham and Associates, LLC 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 two pay estimates prepared per month. 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 anticipated that soil erosion and sediment control inspections will also be part of the RE duties.

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.

The RE will be required to communicate effectively both with the citizens of DeKalb and City staff. The RE must communicate and coordinate the project timing to staff as well as the impact the project will have on traffic in the community. There are local businesses that will be impacted by the traffic closures associated with this project. It will be critical to the success of the project to remain in communication with these owners. It is anticipated that City Staff will provide periodic web site updates that will inform citizens of progress on the project. For these updates it will be important to establish progress meetings with City staff. We have found that communication is most effective if the RE communicates directly with the Project Implementation Engineer for clarification or direction regarding the City's standard engineering practices. In event that the Project Implementation
Engineer cannot answer the question, recommendations from other members of the consulting engineer's team would be requested.

The city maintains its utility atlases in GIS. When preparing as-built drawings it would be most desirable for points to be collected using a GPS device to identify bends, valves, b-boxes, hydrants, and elevations of water main and storm sewers where these utilities are modified. If your firm does not possess the technology to accomplish this task, the city may choose to loan your firm its equipment for the purpose of locating features.

At the conclusion of the job a punch list items must be 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.

Consultant represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Consultant 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 Consultant 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 Consultant shall not incur any additional costs without the City's express, written permission.

C. Compensation:

Consultant shall receive as compensation for all work and services to be performed herein, on a time and materials basis. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Consultant shall be strictly on the basis of quantum meruit. The Consultant 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 Consultant.

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

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

If the Consultant seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Consultant 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.
E. Ownership of Records and Documents / Confidential Information:

Consultant 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. Consultant agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Consultant 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. Consultant 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 Consultant. Consultant 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 Consultant was, in fact, the City). Consultant 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 Consultant 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 Consultant:

Consultant 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 Consultant under this agreement shall be that of an independent Consultant. Consultant will not be considered an employee to the City for any purpose. The parties agree that the Consultant is exclusively responsible for the determination of what work is required to complete the tasks outlined in Section A. Services, and for the means and methods of completing such work. The City's compensation to Consultant 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 Consultant other than payment of the stated compensation. The Consultant shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or Consultants.

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 Consultant in lieu of paying Consultant to provide the same, the City and Consultant agree that Consultant shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Consultant shall be responsible for its' own personnel, training, instruction and related matters. Consultant shall be responsible for determining its sequence of performance for required work. Consultant's work shall be evaluated by the City based upon the end result of such work. Consultant
shall be responsible for any expenses incurred by Consultant 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 Consultant is compensated on an hourly basis under the terms of this Agreement, the City and Consultant agree that Consultant's compensation is usual and customary, based on the terms that Consultant offers its services to the market in general.

The Consultant 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 Consultant is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant is an individual, the Consultant 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 Consultant 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.

Drug Free Workplace: The Consultant 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 Consultants, 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 Consultant 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 Consultant 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 Consultant’s drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
Non-Discrimination, Certification, and Equal Employment Opportunity: The Consultant 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 Consultant 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 Consultant agrees to incorporate this clause into all subcontracts under this Contract. The Consultant 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 Consultant (and any subConsultants) 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 Consultant 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 Consultant 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 Consultant certifies that its Federal Tax Payer Identification Number or Social Security Number is 36-2780335 and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) ___ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Consultant that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Consultant certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or any subConsultant.

OSHA Standards: The Consultant 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 Consultant 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 Consultant both before and after its disposal.

Buy America: The Consultant 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 Consultant certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

I. Indemnification:

Consultant 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 attorney’s 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 as described in Section A. Services under this agreement by Consultant or its SubConsultants, due to or arising in any manner from the intentional or wrongful act or negligence of Consultant or its SubConsultants of any employee of any of them, or otherwise arising out of this Agreement or the Consultant’s performance of services on behalf of the City.

The Consultant 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 as described in Section A. Services 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 Consultant shall comply with all insurance requirements described on the attached Exhibit B. The Consultant 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 Consultant shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Consultant's sole expense. Consultant 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 Consultant 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 Consultant permit any SubConsultant to commence work on any subcontract until the same insurance has been obtained by the SubConsultant. The Company and all SubConsultants 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 Consultant 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 Consultant 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 Consultant agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Consultant 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 Consultant’s legal right to provide the same. The Consultant shall indemnify and hold harmless the City and City Indemnites 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 Consultant shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Consultant to stop all or part of the services required.
by this Agreement. Upon receipt of such an order, the Consultant 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 Consultant:
City Manager Noah Carmichael
City of DeKalb Fehr Graham
200 S. Fourth Street 515 Lincoln Highway
DeKalb, IL 60115 Rochelle, IL 61068

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

M. SubConsultants and Third Parties:

Consultant 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 Consultant assign any obligation arising under this Agreement with the consent of the City, the Consultant 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 subConsultant(s) comply with all obligations arising under this Agreement as if the subConsultant(s) was/were the Consultant itself. Further, should Consultant request to assign the performance of any obligation arising hereunder to a subConsultant, Consultant expressly provides its consent to the City contracting directly with such proposed subConsultant (or another subConsultant 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:

Consultant 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. Consultant shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Consultant 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:

Consultant 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 Consultant’s invoices, shall waive the City’s ability to later insist on strict compliance with the terms of these Contract Documents. Consultant 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 20th day of May, 2015.

City of DeKalb

[Signature]
City Mayor/Manager

[Signature]
City Clerk Deputy City Clerk

[Signature]
Consultant
(title) PRINCIPAL

[Signature]
(Attest)
Exhibit B: Insurance Requirements:

1. All Consultants and All Contracts.

Consultant 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. Consultant shall produce a certificate evidencing current coverage, upon request from the City. Consultant 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. Consultant 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.


Unless this Section 3 of Exhibit E is clearly marked out as being inapplicable, Consultant 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 Consultant 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. This insurance shall include independent Consultants’ 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 Consultant’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, Consultant 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 Consultant 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. 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 inapplicable:

A. Professional Liability / Malpractice: Consultant 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 Consultant 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: Consultant 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 Consultant 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 Consultant’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 Consultant’s work or this Agreement.

7. **Additional Insurance Requirements.**

N/A
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.
# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

**Client#: 29020**

**ACORD**

**FEHRGRA**

**DATE (MM/DD/YYYY)**: 05/06/2015

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**Insured**: Diamond Bros Insurance, LLC

660 W Stephenson St.

Suite 1

Freeport, IL 61032

**Producer**: Fehr- Graham & Associates

221 E. Main, Suite 200

Freeport, IL 61032

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**Coverages**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
<th>INSURER F</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTINENTAL CASUALTY CO</td>
<td>TRAVELERS INSURANCE COMPANY</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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**Certificates**: 1

**Certificate Number**: SUBR 119427

**Revision Number**: 2

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**LIMITS**: $1,000,000

**Policy Period**: 09/15/2014 to 09/15/2015

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**General Liability**

- **Commercial General Liability**
  - Claims-Made
  - Occurred

**Personal Injury Limit**: $1,000,000

**Excess Liability**

- **General Aggregate**
  - Occurred
  - Claims-Made

**Workers Compensation and Employer's Liability**

**Professional Liability**

**Pollution and Impairment Liability**

**Additional Insureds**

- City of DeKalb
  - 200 South Fourth St
  - De Kalb, IL 60115

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**Cancellation**

**Authorized Representative**: Valerie DeBoer

**Jan 25, 2010**

**ACORD 25 (2010/05)**

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#S242695/M213455

VDEBO
### DESCRIPTIONS (Continued from Page 1)

- Joel P. Zirkle, Principal
- R. Todd Weegens, Principal
- Michael W. Gronewold, Principal
- Ken R Thompson, Principal
- Adam G. Holder, Principal
- Noah Carmichael, Principal

Blanket Waiver of Subrogation

<table>
<thead>
<tr>
<th>Miscellaneous Coverage - Business Automobile - Pol.# BA6A185070</th>
</tr>
</thead>
</table>

** Supplemental Name **
- First Supplemental Name applies to all policies - Fehr & Graham & Associates
- First Supplemental Name applies to all policies - Fehr-Graham & Associates LLC
- First Supplemental Name applies to all policies - Fehr-Graham & Associates, Engineering and Science Consultant
- First Supplemental Name applies to all policies - Fehr-Graham & Associates, Consulting Engineers
- First Supplemental Name applies to all policies - Joseph G Graham and Allen E Fehr Consulting Engineers
- First Supplemental Name applies to all policies - Sodemann & Associates
- First Supplemental Name applies to all policies - TeKippe Engineering
- First Supplemental Name applies to all policies - Alpha Terra Science, Inc.
- First Supplemental Name applies to all policies - Arnold Lundgren Associates
- First Supplemental Name applies to all policies - Adam Holder, R Todd Weegens, Michael Gronewold, Ken Thompson, Joel Zirkle, Noah Carmichael.
RESOLUTION 2015-115     PASSED: NOVEMBER 9, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT WITH FEHR GRAHAM AND ASSOCIATES IN THE AMOUNT OF $6,840 FOR RESIDENTIAL ENGINEERING SERVICES PERTAINING TO THE SOUTH FIRST STREET WATERMAIN PROJECT PHASE II.

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 execute an amendment to an existing agreement for professional engineering services with Fehr Graham and Associates, for residential engineering services for the South First Street Watermain project Phase II, in the supplemental amount of $6,840.00

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 9th day of November, 2015 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 7-0 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Rey.

ATTEST:

JENNIFER JEN JOHNSON, City Clerk

JOHN A. REY, Mayor
October 29, 2015

Mr. John Laskowski, PE
City Engineer
City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115

RE: First Street Watermain Project

Dear Mr. Laskowski:

As the above-referenced project comes to a close and per our recent conversation, please accept this correspondence as a request for additional fees to complete our contractual obligations.

The construction agreement with Elliott and Wood included a completion date of September 30, 2015. Actual construction was completed on October 13, 2015. As our services are directly dependent upon contractor performance, this delay in completion added a number of unanticipated days of our services.

We estimate the additional hours to complete the project and project documentation as follows:

1. Punchlist and Final Project Field Inspection:
   16 Hours = $1,440

2. Final Quantities, Final Pay Request and Documentation Closeout:
   24 Hours = $2,160

3. Construction Record Drawings and Project Images:
   36 Hours = $3,240

In total, we estimate an additional 76 hours or $6,840 to complete the project. This is an increase of approximately 6% above the original agreed upon fee.

Please contact me at (815) 562-9087 with any questions regarding this request.

Respectfully submitted,

Noah Carmichael, PE
Principal
NJC:rg

O:\DeKalb, City of\15-36\nFinal\Correspondence\NJC_15-364_DeKalb_First Street_Change Order Request_10-29-15.docx