



DSATS Technical Advisory Committee

Tuesday, 3 January 2017

10:00 A.M.

DeKalb County Highway Department

1826 Barber Green Road

DeKalb, IL 60115

Conference Room # 815-756-6026

1. Introductions

2. Approval of Agenda (Action)

Approval of the January 3, 2017 TAC Agenda.

Documents:

2017 January TAC Meeting Agenda.pdf

3. Approval of Minutes (Action)

Approval of the December 6, 2017 DSATS TAC meeting minutes.

Documents:

DSATS TAC 12-16 Minutes.pdf

4. Public Comments

5. Election of Officers (Action)

The DSATS Bylaws state that at the first meeting of the new calendar year, elections shall be held for the positions of Chair and Vice-Chair of each Committee. The current Chair is Nathan Schwartz and current Vice-Chair is Mark Bushnell. Members can chose to retain the current officers or select new officers.

Action: Nomination of Officers.

Action: Closing of Nominations.

Action: Election of Officers.

6. TAC Meeting Dates (Action)

At the December Policy Committee (PC) meeting, members voted to change their meeting date from the 3rd Wednesday of the month to the 2nd Wednesday of the month. With this change, staff has identified three instances in 2017 (February, March, and November) where the Policy Committee meeting occurs the day after the TAC meeting. In other months, staff will only have a day to address TAC recommendations before submitting the PC agenda. Staff is seeking a recommendation from TAC members to keep the current meeting date schedule or to revise it based on PC meeting date changes.

ACTION: Recommend approval of the TAC meeting date changes as decided upon by members or take no action and retain the current meeting date schedule.

Documents:

Meeting Dates Memo.pdf

7. Traffic Counts RFP (Action)

Staff is seeking approval of the RFP to solicit proposals for Traffic Counts in 2017. As we look to provide the selected consultant with as much time as possible to conduct traffic counts prior to the end of NIU spring semester classes on May 4, 2017, staff is seeking approval of the RFP and timeline. Staff is seeking discussion of the RFP at the TAC meeting and requests comments and suggestions be submitted to staff by **noon on Friday, January 6, 2017**.

ACTION: Recommend approval of the DSATS 2017 Traffic Counts RFP.

Documents:

Traffic Counts Memo.pdf

8. Alternative Transportation Subcommittee (Action)

Staff has identified several alternative transportation projects to be completed in 2017. These projects include the update of the Bicycle and Pedestrian Plan, procurement of additional bicycle counters, and application to time intensive grants, such as Safe Routes to School. With the number of anticipated alternative transportation projects, staff recommends reconvening the Bike-Pedestrian-Alternative Subcommittee, henceforth known as the Alternative Transportation Subcommittee.

Staff would like guidance on who should be represented on this subcommittee. Suggestion for subcommittee members, include existing DSATS member organizations along with representatives from the DeKalb Park District, Sycamore Park District, DeKalb School District, and Sycamore School District.

ACTION: Authorize the reconvening of the DSATS Alternative Transportation Subcommittee.

9. Staff and Project Updates

Updates from staff and local member organizations on projects.

10. What's New with our State and Federal Partners

Updates from IDOT, FHWA, and FTA Staffs on what is happening at the state and federal level.

11. Additional Business

Any additional business members may have for the group.

12. Adjourn

If you have any questions regarding this notice, please contact:

Brian Dickson
Transportation Planner
815-748-2367

Brian.Dickson@cityofdekalb.com

Jessica Hyink
Assistant Transportation Planner
815-748-2369

Jessica.Hyink@cityofdekalb.com

Assistive and Language Services provided upon request



DSATS Technical Advisory Committee

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Agenda

- 1. Introductions**
- 2. Approval of Agenda**
- 3. Approval of Minutes**
- 4. Public Comment**
- 5. Election of Officers (ACTION)**
- 6. TAC Meeting Dates (ACTION)**
- 7. Traffic Counts RFP (ACTION)**
- 8. Alternative Transportation Subcommittee (ACTION)**
- 9. Staff and Project Updates**
- 10. What's new with our State and Federal Partners**
- 11. Additional Business**
- 12. Adjourn**

If you have any questions regarding this notice, please contact:

Brian Dickson
Transportation Planner
(815) 748-2367

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Assistant Transportation Planner
(815) 748-2369

jessica.hyink@cityofdekalb.com

Assistive and Language services will be provided upon request.



**TECHNICAL ADVISORY COMMITTEE MEETING
6 DECEMBER 2016 – 10:00 A.M.
MEETING # T1216**

ATTENDANCE

- City of DeKalb (1 votes): **John Laskowski**
- City of Sycamore (1 votes): **Mark Bushnell**
- DeKalb County (1 vote): **Nathan Schwartz**
- Town of Cortland (1 vote): not present
- IDOT District 3 (1 vote): **Tom Magolan**
- NIU (1 vote): **John Heckmann**
- NIU SA (1 vote): not present
- VAC (1 vote): **Ellen Rogers**
- Kishwaukee College (1 vote): not present
- FHWA (non-voting): not present
- IDOT Planning & Programming (non-voting): Doug DeLille
- IDOT Local Roads: not present
- DSATS staff: Brian Dickson, Jessica Hyink
- Others Present: Curtis Cook (Chastain & Assoc.), Steve Frerichs (Chastain & Assoc.)

(BOLD indicates main voting member. Italics indicates proxy voting member.)

CALL TO ORDER

Chair Schwartz called the meeting to order and established a quorum at 10:00 a.m. Introduction of members present was made.

1. *Introductions*

2. *Approval of Agenda*

Motion #T1216-01: Motion to approve the December 6, 2016 meeting agenda made by Mr. Bushnell; second by Ms. Rogers; approved by voice vote.

3. *Approval of Minutes*

Motion #T1216-02: Motion to approve the November 1, 2016 meeting minutes was made by Mr. Laskowski; second by Mr. Bushnell; approved by voice vote.

4. *Public Comment*

None.

5. DSATS TIP Modification Procedures

Mr. Dickson said staff requested TAC members to review the current TIP amendment and administrative action procedures and provide comments and changes. The TIP modification procedures were provided at the November TAC meeting and no comments have been received since then.

Mr. Schwartz asked why the STIP lists a 4 year period at the top of page 2. Mr. Dickson said DSATS procedures cover a 5 year period, while the State only requires a 4 year period.

Mr. DeLille said he believes there are now 16 MPOs in Illinois, but the document lists 14 on page 2.

Mr. Schwartz noted the listed differences between types of amendments vs. administrative actions. He asked staff clarify what a line item is under item 1.a.v. Mr. Dickson said this is listed in the event FTA provides additional funding that has not yet been obligated. He said he would clarify what a line item is in the procedures.

Mr. DeLille said 1.a.vii. is like a subset of 1.a.iv. and could be removed. Mr. Dickson said this item would be removed.

Mr. Schwartz said the items (3) – (8). under 1.b.iii. are not necessarily public safety. Mr. Bushnell said starting the 1.b.iii. at “the DSATS Policy...” would eliminate the problem. Mr. Dickson said he would eliminate everything before that phrase.

Motion #T1216-03: A motion was made to recommend Policy approve the proposed DSATS TIP Modification Procedures with discussed modifications by Mr. Bushnell; 2nd Mr. Laskowski; approved by voice vote.

Members then discussed the flow chart separately from the TIP modification procedures. Mr. Schwartz noted that no comments received should not flow into comments received. Ms. Hyink agreed and said she would update the flowchart. Members wanted clarification on when TAC would be updated on an Emergency Amendment. Ms. Hyink said a true emergency would not allow staff to go before TAC before Policy approval, therefore an announcement would be made at the next TAC meeting. Ms. Hyink said she would add “Staff announcement to TAC” under the Emergency Amendment procedures. Mr. DeLille requested the title be changed to “Process to Modify TIP.”

6. 2017 Traffic Counts

At the previous TAC meeting staff were tasked with looking into the cost of purchasing various types of traffic counters. Mr. Dickson said he sent a memo on his research of the costs for various types of traffic counters.

Mr. Laskowski said members need to decide if they want DSATS to perform its own traffic counts or if they want to hire a consultant. He said City of DeKalb staff along with Mr. Schwartz spoke with IDOT and will be testing equipment on Thursday in order to provide a recommendation to TAC.

Mr. Dickson said members need to also consider not only the cost of labor for the equipment but also the time for setup, analysis, and report writing.

Mr. Magolan provided an overview of when and where it is appropriate to use various types of counters. He noted manual efforts can also be used to perform traffic counts. He cautioned equipment becomes obsolete overtime and software constantly changes making equipment obsolete. He also said new equipment often has glitches and noted members should consider the cost of maintenance over time.

Members agreed staff should prepare and RFP to contract out traffic counts this year, but they will continue to consider whether or not to purchase equipment in future years.

7. Staff and Project Updates

Mr. Dickson said DSATS and VAC staffs have been preparing for the Federal Transit Administration (FTA) Triennial Review. Staff are completing a nearly 200 page document of questions required by the FTA in advance of the review.

Ms. Hyink provided an update on the Transit Development Plan open houses and survey.

8. What's new with our State and Federal Partners

Mr. Magolan said the ADA improvements on IL 23 and IL 64 should be completed this week after the remaining sidewalk sections are poured, weather permitting. He said the multi-year program cycle is here and noted a major focus on bridges. He said the FY18 Truck Access Route Program funding was announced on November 17th and the FY17-18 Local Highway Safety Improvement Program funding was announced on November 30th. FY18 federal funding allotment numbers will be released in through a BLRS Circular letter in late December, and FY22 Local Major Bridge Program funding will be announced with the release of the IDOT multi-year program in April/May of 2018. There is currently no information on the next solicitation for the Safe Routes to Schools Program.

9. Additional Business

No additional business.

ADJOURNMENT

Motion #T1216-04: Motion to adjourn at 11:04 a.m. was made by Mr. Magolan; second by Mr. Laskowski; approved by unanimous voice vote.

Submitted By: Brian Dickson, Jessica Hyink

Date Approved: [Publish Date]



DATE: 12/28/2016

TO: DSATS Technical Advisory Committee

FROM: Brian Dickson, DSATS Coordinator
John Laskowski, DSATS Director

SUBJECT: DSATS TAC Meeting Dates

SUMMARY

At the December Policy Committee (PC) meeting, members voted to change their meeting date from the 3rd Wednesday of the month to the 2nd Wednesday of the month. With this change, staff has identified three instances in 2017 (February, March, and November) where the Policy Committee meeting occurs the day after the TAC meeting. In other months, staff will only have a day to address TAC recommendations before submitting the PC agenda. Staff can work with this as long as TAC members are aware that staffs ability to revise agenda items and materials prior to the Policy Committee meeting will be limited. Staff proposes three options and seeks TAC member's preference:

- Keep the TAC meeting on the 1st Tuesday of each month.
- Change meeting date to 1st Wednesday of each month – With this option it is know that TAC will always meet one week prior to PC.
- Move TAC to the 4th week of each month – This would keep the 2 week separation between meetings, as has been done in the past.

RECOMMENDATION

Staff recommends moving TAC to the 1st Wednesday to ensure the two meeting dates are always one week apart. This gives staff a short period of time to adjust agenda items and materials, while giving staff the ability to coordinate the agendas between the two meetings.

TAC
PC

City Council

CURRENT DSATS MEETING SCHEDULE FOR 2017

2017

January

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

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19	20	21	22	23	24	25
26	27	28				

March

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April

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30						

May

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28	29	30	31			

June

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July

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August

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September

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October

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29	30	31				

November

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December

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30	31					



DATE: 12/28/2016
TO: DSATS Technical Advisory Committee
FROM: Brian Dickson, DSATS Coordinator
Nathan Schwartz, DSATS TAC Chair
John Laskowski, DSATS Director
SUBJECT: DSATS 2017 Traffic Counts RFP

SUMMARY

DSATS staff and Technical Advisory Committee (TAC) members have been discussing the merits of continuing to contract with consulting firms to perform the DSATS annual traffic counts or to purchase traffic counting equipment and have member organization staffs perform their own counts. If DSATS purchases traffic counting equipment, this would entail the installation and removal of the equipment and the analysis of the collected the data by member organization staff. Based on the project schedule the staff recommendation would be to utilize a consultant to perform the traffic counts in 2017.

BACKGROUND

In order to provide the contractor with sufficient time to complete the traffic counts it has been determined that counts should be completed prior to the end of normal NIU spring semester classes on May 4, 2017. Last year, the consultant did traffic counts over a 6 week period.

To try to provide a similar timeframe to collect the 2017 data, the TAC Chair and DSATS staff have developed a proposed timeline to hire a consultant to perform the 2017 Traffic Counts. This schedule is determinant on approval of a shorted 14 day RFP period by the City of DeKalb. Staff has requested approval to have a shortened RFP period in order to accommodate this schedule.

- | | | |
|--------------|-----------------------|--------------------------|
| • TAC | January 3, 2017 | Review RFP |
| • PC | January 11, 2017 | Approve RFP |
| • DCC | January 23, 2017 | Approve RFP |
| • Consultant | Jan 24 - Feb 6, 2017 | 14 days for RFP |
| • TAC | February 7, 2017 | Review Proposals |
| • PC | February 8, 2017 | Approve Proposal |
| • DCC | February 27, 2017 | Approve Proposal |
| • Consultant | Feb 28 - Apr 28, 2017 | Traffic counts (9 weeks) |
| • NIU | May 4, 2017 | Classes end |

As this schedule only allows 14 days for the consultants to prepare their RFPs, DSATS staff would provide notice to consultants after the TAC meeting on Jan 3rd to let them know an RFP is expected to be posted on Jan 24th. This would give the consultants 3 extra weeks of prep time.

Please note the 9 week period for traffic counts would be reduced by a week or two because of spring break/Easter holiday. The meeting notices/agendas for the TAC & PC committees overlap in Feb. Staff would have to place the item on the appropriate agenda and provide information at a later time rather than with the original agenda.

If the City of DeKalb requires 30 days for a consultant to prepare an RFP, the schedule would be revised to the following:

- TAC January 3, 2017 Review RFP
- PC January 11, 2017 Approve RFP
- DCC January 23, 2017 Approve RFP
- Consultant Jan 24 – Feb 23, 2017 30 days for RFP
- Staff February 24, 2017 Selection and notification of Consultant
- TAC March 7, 2017 Review Proposals
- PC March 8, 2017 Approve Proposal
- DCC March 13, 2017 Approve Proposal
- Consultant Mar 14 - Apr 28, 2017 Traffic counts (7 weeks)
- NIU May 4, 2017 Classes end
- NIU May 6-12, 2017 Final Exams
- NIU May 12-13, 2017 Commencement

This schedule allows 30 days for the consultant to prepare their RFP. As agenda items and materials must be submitted 2 weeks prior to a DeKalb City Council (DCC) meeting, staff would have to select the consultant and submit the agenda documents and then seek concurrence from TAC and PC prior to the DCC meeting. This option reduces the time for traffic counts by 2 weeks. Again, this 7 week period for traffic counts would be reduced by a week or two because of spring break/Easter holiday.

The meeting notice/agenda issue arises again on this schedule for TAC and PC meetings. The DCC meeting is affected also.

Both schedules show the consultant potentially starting traffic counts the day after the DCC meeting. This schedule is possible, because the consultant would know they were going to be awarded the project during the TAC meeting a week earlier.

Because of the short time to put together the RFP in both of these schedules, staff is including a statement stating some locations may be changed prior to executing the contract but the number of locations will not change. This will allow for some additional review by agencies and still allow for substitutes if we determine a different location takes priority over an existing location. Staff is structuring the RFP price quotation based on unit prices in case sufficient funds are available to add extra locations.

RECOMMENDATION

Staff has submitted a request to have a 14-day RFP period. If approved, staff would move forward with the 14-day RFP schedule.

February 28, 2016

DSATS Annual Traffic Count Request for Proposal

The City of DeKalb intends to have Request for Proposals (RFP) submitted for annual traffic counts in the DeKalb Sycamore Area Transportation Study (DSATS) region. DSATS is the Metropolitan Planning Organization (MPO) for the DeKalb urbanized area (UZA).

The purpose of the annual traffic count is to analyze area transportation patterns and growth trends by comparing the 2017 data collected with the earlier data collected from 2005 through 2016. Interested contractors should submit a proposal to the City of DeKalb, attention Brian Dickson, DSATS Transportation Planner, City of DeKalb, 200 S. 4th Street, DeKalb, IL **by 12:00 p.m. Friday, March 17, 2017**. Information required is as follows:

- Key staff listed with resumes of those that may be involved with the traffic duties as outlined in the scope.
- Your firm's similar projects of work performed in the last 3 years.
- Examples of past Traffic Counts Reports/Memos.
- Your firm's interest and ability to perform the traffic counts within the time schedule of **mid-April to mid-May** and submit a final report by June 30, 2017.
- Provide an estimate of man-hours and a schedule of hourly prices for the scope tasks identified below.

The scope of work is to collect traffic and freight movement data in the DeKalb urban area of DSATS, compile the data, analyze the ADT and ADTT counts for 2017, and compare and contrast that data with the ADT and ADTT data collected from 2005 – 2016. The DeKalb urban area is identified as Plank Road on the north, Keslinger Road on the south, Nelson Road to the west and Airport Road to the east. Data and analyses from previous years will be supplied by DSATS staff.

The work will be data collection within the DeKalb urbanized area (UZA), including:

- **Two (2) intersections** for manual turning movements with classification and signal warrants review data (12-hour counts, same day 6 am – 6 pm),
- **Twenty-four (24) intersection volume counts** (72 full hours during mid-week), and
- **Seven (7) roadway segments** (72 full hours during mid-week).

Proposals may incorporate use of the contractor's choice of:

- Traffic tube automated traffic recorders,
- Hi-star counters (vehicle magnetic imaging),
- Miovision (or similar video collection),
- Wavetronix (radar classification counter), or
- Equivalent alternates.

After collection of the data, the contractor will compile, analyze, and present the information, including:

- ADT maps with volume weighted lines and bi-directional data,
- ADT maps with volume weighted line and truck percentages, and

- ADTT maps with volume weighted lines and bi-directional data results.

Examples of Reports/Memos from previous years can be found on the DSATS website at: <http://www.dsats.org/537/Current-Plan>.

In addition to the completed Report/Memo, the contractor should also provide in electronic format that can be manipulated, including:

- All raw data,
- Data summary sheets, and
- GIS mapping files.

The 2017 reduced data will then be reviewed against the trends of the past twelve (12) years of data collection where applicable to similar intersections and segments. A summary of earlier year's project data can be delivered to the selected firm for their viewing and incorporation into comparative summaries. A meeting or conference call will then be conducted with DSATS staff to discuss the count results and determine additional conclusions that can be reached from the comparative summary. The final report and additional data shall be submitted to the City in electronic format.

It is noted that the Northern Illinois University (NIU) Spring Semester classes end on May 4, 2017 with graduation on May 13, 2017. As the student population has a significant impact on regional traffic, the majority of the traffic counts should occur prior to the end of the spring semester classes. Priority should be given to locations near NIU and student housing. Outlying area traffic counts, not affected as heavily by NIU traffic, can potentially be performed after the spring semester has ended. Previous years traffic counts have taken approximately 6 weeks to perform.

Timeline

The following timeline applies to this project:

- mm/dd/yyyy: Issuance of RFP
- mm/dd/yyyy: RFP proposals must be submitted
- mm/dd/yyyy: Approval of contract at DeKalb City Council meeting
- 5/4/2017: End of spring semester classes at NIU (the majority of the traffic counts should be completed by this time)
- 5/13/2017: NIU Graduation
- 6/23/2017: Draft report submitted to staff
- 7/dd/2017: Final report submitted to staff

Submittal

The City of DeKalb is looking to receive in-depth responsible and responsive proposals for the traffic counts study. It is expected that DSATS officials will review the proposals following the DeKalb City Engineer's and DSATS Transportation Planner's recommendations. As the City of DeKalb is the fiscal agent for DSATS, DSATS officials will submit their recommendation to DeKalb City Council for contract approval. If funding sources are insufficient to cover the cost for the complete study as identified here, the DSATS staff reserves the right to reduce the number of locations or by other means to reduce the cost of the study to an amount available

through existing funding sources. The selected firm may start work **mid-April** to collect data before the NIU break in mid-May. Delivery of the draft report must occur by June 30th with a final report to follow in July after DSATS committees review.

As this study is being funded with federal and state grant funds, all applicable federal and state regulations apply to any awarded contract. The Appendixes below identify the clauses, forms, and certifications that must be followed to ensure full grant funding of this project:

1. **APPENDIX A: 2017 DSATS POTENTIAL TRAFFIC COUNT LOCATIONS**
2. **APPENDIX B: PROPOSAL FORM** – Contract should fill this form out and include it with their proposal
3. **APPENDIX C: PRICE TABLE** – Contractor should fill this price quote form to identify total project costs.
4. **APPENDIX D: FEDERAL CLAUSES**
5. **APPENDIX E: IDOT CLAUSES**
6. **APPENDIX F: CERTIFICATIONS** – All contractors who submit a proposal shall sign all Certifications provided in this section. Please note that there are no DBE goals for this project, but we must still identify if any DBE firms are participating in this project. DSATS and the City of DeKalb highly encourage the use of DBE firms whenever possible.
7. **APPENDIX G: PROPOSED CONTRACT**

Contractor Selection

When reviewing submitted proposals, the following criteria will be used to score the submissions:

1. Firm experience performing traffic count studies.
2. Staff experience performing traffic count studies.
3. Quality of previous traffic counts Reports/Memos.
4. Overall project cost.
5. Location Type per unit cost.

Please contact Mr. Dickson, DSATS Transportation Planner, 200 S. 4th St, DeKalb, IL (email: brian.dickson@cityofdekalb.com) if you have questions with the above.

Sincerely,

John Laskowski
DSATS Director

APPENDIX A: 2017 DSATS POTENTIAL TRAFFIC COUNT LOCATIONS

Below is a list of potential locations based on previous years location history. DSATS reserves the right to add, remove, or change locations, based on the needs of its member organizations. Final locations shall be published as part of the final negotiated contract.

Segments:

1. Annie Glidden Road between Knolls Avenue North and Taylor Street
2. Lincoln Highway (IL-38) between Pearl Street and First Street
3. Somonauk Road between Cortland Center Road and Neucourt Boulevard
4. Sycamore Road between Barber Greene Road and Market Square Plaza
5. Sycamore Road between Barber Greene Road and Oakland Drive
6. State Street (IL-64) between Airport Road and County Line Lovell Road
7. Normal Rd between IL-38 and Lucinda Ave

Intersections Manual Counts

1. Lincoln Highway (IL-38) at Peace Road
2. Plank Road at Lindgren Road

Intersection Volume Counts

1. Lincoln Highway (IL-38) at John Huber Parkway
2. Lincoln Highway (IL-38) at Annie Glidden Road
3. Loves Road at Lincoln Highway (IL-38)
4. South Fourth Street (IL-23) at Taylor Street
5. South Fourth Street (IL-23) at Fairview Drive
6. Annie Glidden Road at Dresser Road
7. North First Street at Dresser
8. Peace Road at Bethany Road
9. Peace Road at Pleasant Street
10. Peace Road at DeKalb Avenue (IL- 23)
11. Peace Road at State Street (IL-64)
12. Peace Road at Brickville Road
13. Peace Road / Plank Road at Main Street (IL-23)
14. Somonauk Road at Barber Greene Road
15. Bethany Road at North First Street
16. Bethany Road at Somonauk Road
17. Plank Road at Lindgren Road
18. Rt 23 & Bethany
19. Rt 23 & Barber Greene
20. Rt 23 & Greenwood Acres
21. Rt 23 & Rt 38
22. Annie Glidden & Lucinda
23. Peace and Barber Greene
24. Peace Road at Freed Road

Submittal Contact Information

Please submit all materials and any questions to:

Brian Dickson, DSATS Coordinator
200 S. 4th Street
DeKalb, IL 60115
Phone: (815) 748-2367
Email: brian.dickson@cityofdekalb.com

APPENDIX B: PROPOSAL FORM

2017 DSATS TRAFFIC COUNTS

Company/Agency Name: _____

Street/Mailing Address: _____

City/State: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Tax Payer Identification Number or Social Security Number: _____

Dun & Bradstreet Number: _____

Type of Organization (Please Check One)_

Individual Sole Proprietorship Partnership

Corporation Government Entity Not-for-Profit Corporation

Tax Exempt Organization (IRC 501 (a) Only)

APPENDIX C: PRICE TABLE

Location Type	Quantity	Cost / Location	Total Cost	Cost per location for additional locations*
Segment (72 mid-week hours)	7		\$0.00	
Intersection Manual Count (12 hour counts)	2		\$0.00	
Intersection Volume Count	24		\$0.00	
Total Cost			\$ -	

*If volume discounts can be provided, please provide volume discount information in a separate table.

APPENDIX D: FEDERAL CLAUSES

1. Non-Discrimination and Equal Employment Opportunity. The Contractor agrees to comply with all applicable provisions of the Illinois Human Rights Act, as amended (775 Illinois Compiled Statutes 5), Title VI of the U.S. Civil Rights Act, as amended (42 U.S.C. Paragraph 6102), Section 202 of the Americans with Disabilities Act (42 U.S.C. Paragraph 12132), federal and state sexual harassment laws, Section 504 of the U.S. Rehabilitation Act and the rules and regulations applicable to each. The Contractor agrees to abide by applicable Federal transit laws at 49 U.S.C. Paragraph 5332, all applicable equal employment opportunity requirements of the U.S. Department of Labor (41 C.F.R. Parts 60 et seq.), and Executive Orders Number 11246 and 11375. The Illinois Human Rights Act prohibits discrimination against any employee or applicant for employment because of race, color, creed, national origin, sex, age, sexual orientation, or disability. The Contractor agrees that it will comply with all applicable current Federal Transit Administration and Illinois Department of Transportation non-discrimination and equal employment opportunity rules and regulations or any such rules and regulations that may be issued during the period of this Agreement.

In the event of the Contractor's noncompliance with any provisions of this Equal Employment Opportunity Clause and the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, or unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, sexual orientation, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representatives of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this Item in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
8. The Contractor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process, including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

The following federal civil rights requirements apply to this Agreement:

Nondiscrimination--In accordance with Title VI of the Civil Rights Act, as amended, 41 U.S.C. 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6120; Section 202 of the American with Disabilities Act of 1990, 42 U.S.C. 12132; and federal transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity--The following equal employment opportunity requirements will apply to this Agreement:

- Race, Color, Creed, National Origin, Sex--In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal

policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- Age--In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- Disabilities--In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

2. Disadvantaged Business Enterprises. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is ten percent. DBE participation is encouraged but has not been established for this procurement. The local DSATS / City of DeKalb goal is 1.46%

The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this federal assisted Agreement. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the City of DeKalb / DSATS and the Illinois Department of Transportation deems appropriate. Any subcontract that the Contractor signs with a subcontractor must include the assurances in this paragraph.

3. Responsibility to Read Agreement. The Contractor must thoroughly examine and will be held to have thoroughly examined and read the entire Agreement. Failure to acquaint itself with the Agreement will not be a basis for disputing any action by the City permitted by this Agreement.

4. Use of Subcontractors. The use of subcontractors to perform any portion of the work or services described in this Agreement may be allowable if prior approval is received from the City of DeKalb / DSATS and the Illinois Department of Transportation (IDOT). All such subcontracts and/or sub-agreements shall be handled as prescribed for third-party contracts and/or agreements by the IDOT manual for Public Transportation Capital Improvement Grants. All

requests for concurrences for subcontracts shall be submitted to the City of DeKalb / DSATS for approval prior to submittal to the IDOT.

5. Retention of Records. The Contractor will maintain for a minimum of three (3) years after the completion of the contractual Agreement, all books, records and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing between the City of DeKalb / DSATS and the Contractor in conjunction with this Agreement.

6. Interest of Members of Congress and Prohibited Interest.

Interest of Members of Congress: No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

Prohibited Interests: No member of Congress of the United States, member of the Illinois General Assembly, member of the DeKalb City Council, member of the various DSATS committees, staff member of the City of DeKalb / DSATS, staff member of the Voluntary Action Center, or staff member of the Illinois Department of Transportation and the Federal Transit Administration shall be allowed to share any part of the purchase agreement that may arise from this Request for Proposals or to any benefit that may arise from such agreement.

7. Right to Modify Agreement. The City reserves the right to modify this Agreement as deemed appropriate to accomplish the City's goals and reflect available funding. The City will ensure that the Contractor and any subcontractors will receive amendments in a timely manner. Any amendments or changes to this Agreement must receive prior approval from the Illinois Department of Transportation.

8. Federal Changes. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of DeKalb / DSATS and the Illinois Department of Transportation, as they may be amended or promulgated from time to time during the term of the city's Agreement with the Contractor. Failure to comply with this requirement will be a material breach of the Agreement between the City and the Contractor.

9. Licenses and Permits. The Contractor and all subcontractors will be appropriately licensed for the work or services required by this Agreement and all sub-agreements. The cost for all required or necessary licenses, permits and taxes are the sole responsibility of the Contractor or subcontractor.

10. Escalation Clauses. Escalation clauses are not allowed in this Agreement or any sub-agreement resulting from this Agreement.

11. Audit and Inspection of Records. The Contractor shall permit authorized representatives of the City of DeKalb / DSATS, the Federal Transit Administration and the State of Illinois to inspect and audit all books, documents, papers, data and records of the Contractor relating to the Contractor's performance under the Agreement.

The Contractor agrees to provide the City of DeKalb / DSATS, the Illinois Department of Transportation, the Federal Transit Administration and the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and

records of the Contractor which are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts and transcriptions in accordance with 49 CFR 18.36(i). The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The FTA does not require the inclusion of these requirements in subcontracts.

12. Assignment. Assignment of any portion of the work required under this Agreement must be approved by the DeKalb City Council and the Illinois Department of Transportation.

13. Ownership of Records. The City of DeKalb / DSATS will retain ownership of all plans, specifications and related documents resulting from this Agreement.

14. State and Federal Rules and Regulations Not Applicable to this Agreement.

The following state and federal rules and regulations are not applicable to this Agreement if the contract cost is below \$100,000:

- Prime Contractor Participation
- Warranty of Construction
- Certified Payroll Requirements
- Project Sign Requirements
- Davis Bacon Act and Copeland Anti-Kickback Act (40 U.S.C. 3141 et seq. and 18 U.S.C. 874)
- Fly America Requirements (49 U.S.C. 40118 and 41 CFR Part 301-10)
- Buy America Requirements (49 U.S.C. 5323j and 49 CFR Part 661) Charter Bus and School Bus Rules (49 U.S.C. 5323 d/f and 49 CFR Parts 604 and 605)
- Cargo Preference Rules (46 U.S.C. 1241 and 46 CFR Part 381)
- Bus Testing Rules (49 U.S.C. 5323c and 49 CFR Part 665)
- Pre-Award and Post Delivery Audit (49 U.S.C. 5323 and 49 CFR Part 663)
- Recycled Products Requirement (42 U.S.C.6962, 40 CFR Part 247 and Executive Order 12873)
- Contract Work Hours and Safety Standard Act Requirements (40 U.S.C. 3701 et seq.)
- Patent and Rights in Data (37 CFR Part 401 and 49 CFR Parts 18 and 19)
- Transit Employee Protective Agreements (49 U.S.C. 5310 and 5333 and 29 CFR Part 215)
- Drug and Alcohol Testing (49 U.S.C. 5331 and 49 CFR Parts 653 and 654)
- Performance Bond Requirements

The Contractor must be aware that many of the above requirements and regulations are applicable to construction contracts and must be included in bidding and contract documents prepared for the project by the Contractor.

15. Seismic Safety. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, will be in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

16. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

17. Clean Water Requirements. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report any violation to the City of Macomb and understands and agrees that the City of DeKalb / DSATS will, in turn, report any violation as required to assure notification to FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the FTA.

18. Lobbying. The Contractor will sign appropriate and applicable certification statements in the Agreement (Part Four) that certifies that no federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The Contractor will also complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", if any funds other than federal appropriated funds have been or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a contract, grant, loan or cooperative agreement resulting from this Agreement.

The Contractor will include this language and certification in any subcontracts resulting from this Agreement.

19. Clean Air Requirements. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report any violation to the City of DeKalb / DSATS and understands and agrees that the city will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in any subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

20. No Government Obligation to Third Parties. The City of DeKalb / DSATS and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City of DeKalb / DSATS, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement. The Contractor agrees to include the above clause in any subcontract financed in whole or in part with federal assistance provided by the FTA and further agrees not to modify the clause, except to identify the subcontractor who will be subject to its provisions.

21. Program Fraud and False or Fraudulent Statements and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as

amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon the execution of this Agreement with the City of DeKalb / DSATS, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or will cause to be made, pertaining to this Agreement or the FTA assisted project for which contract work will be performed. In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 40 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

22. Debarment and Suspension. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor verifies that it or its principals as defined in 49 CFR 29.995, or affiliates as defined in 40 CFR 29.905, are not excluded or disqualified as defined in 49 CFR 29.940 and 29.945. The Contractor will comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR, Subpart C in any lower tier covered transactions it enters into.

By signing this Agreement, the Contractor is certifying as follows: The certification in this clause is a material representation of fact relied upon by the City of DeKalb / DSATS. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City of Macomb, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. Privacy Act. The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. If applicable, the Contractor agrees to obtain the express consent of the Federal Government before it or its employees operate a system of records on behalf the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

24. Termination. The following termination clauses are applicable this Agreement:

a. Termination for Convenience or Default: The City of DeKalb / DSATS may terminate the Agreement (contract) in whole or in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligation. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the

termination. Upon receipt of the notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City's MPO Coordinator all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Agreement, whether completed or in process.

If the termination is for the convenience of the City of DeKalb / DSATS, the MPO Coordinator shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

b. Opportunity to Cure: The City of DeKalb / DSATS in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such cases, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants or conditions of the contract within ten (10) days after receipt by the Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

c. Waiver of Remedies of any Breach: In the event that the City of DeKalb / DSATS elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or any other term, covenant or condition of the contract.

25. Contract Breaches and Dispute Resolution. The following Breaches and Dispute Resolutions requirements are applicable to this Agreement and all subcontracts that results from this Agreement:

Disputes--Disputes arising in the performance of the Agreement which are not resolved by agreement of the City and the Contractor shall be decided in writing by the Mayor of the City of DeKalb. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Mayor. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Mayor shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute--Unless otherwise directed by the City of DeKalb / DSATS, the Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages--Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or any of its employees, agents or others

for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies--Unless the Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois if there is no mutual agreement.

Rights and Remedies--The duties and obligations imposed by the Agreement documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Macomb or the Contractor shall constitute a waiver of right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

26. Insurance Requirement. As a requirement of this Agreement, the Contractor must provide evidence of Professional General Liability Insurance coverage in an amount and form acceptable to City of DeKalb / DSATS.

27. Prompt Payment. The Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the City of DeKalb / DSATS. The Contractor also agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of DeKalb / DSATS. This clause applies to both DBE and non-DBE subcontractors.

28. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the Contractor's firm or to an officer of the Contractor's corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the last know business address of the Contractor.

29. Submittal Formats. All drawings created for this project are to be computer-generated drawings in the .dwg format and shall be provided to the City on paper and in an acceptable electronic format. The format and layering utilized shall conform to the standards endorsed by the American Institute of Architects. All specifications and other written construction contract documents shall be generated in the .doc format and shall be provided to the City on paper and in an acceptable electronic format. Any other format desired by the Contractor shall be subject to review and direction of the City.

APPENDIX E: IDOT CLAUSES

IDOT TERMS AND CONDITIONS

Financial Assistance This contract is subject to financial assistance contracts between the City of DeKalb / DSATS the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Illinois Department of Transportation (IDOT). As IDOT is the pass-through agent for federal grant fund and the direct provider of local match funds, all contracts are subject to the rules and regulations of IDOT and the State of Illinois.

Interest of Members of Congress No member of or delegate to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefit arising there from.

Prohibited Interests No member, or officer, or employee of the City of DeKalb / DSATS or a local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Audit and Inspection of Records The contractor shall permit the authorized representatives of the City of DeKalb, the State of Illinois, and the Federal Transit Administration (FTA) to inspect and audit all data and records of the contractor relating to his performance under the contract.

Assignment: Assignment of any portion of the work by Subcontract must be approved in advance by the City of DeKalb / DSATS.

Retention of Records The contractor shall maintain records to show actual time devoted and cost incurred. The Contractor will maintain for a minimum of three (3) years after the completion of the contractual agreement, all books, records and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing between the City of DeKalb / DSATS and the Contractor in conjunction with this the Agreement.

Ownership of Records The City of DeKalb / DSATS shall retain ownership of all plans, specifications, and related documents.

Contract Changes Any proposed change in this contract shall be submitted to the City of DeKalb / DSATS for its prior approval.

Rejection of Bids The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids.

Subcontracts The contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of any subcontractor or use any materials from the stores, of any subcontractor, with respect to this contract without the prior concurrence of the City of DeKalb / DSATS. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements, and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants.

Escalation Clauses Escalation clauses are not allowed as part of specifications or contracts and agreements.

E/E/O Compliance Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Equal Employment Opportunity In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this ITEM in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions

of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request."

Government Inspection Representatives of the City of DeKalb / DSATS and the State of Illinois shall have access to the site of construction and shall have the right to inspect all project work.

Performance Bond (Construction over \$100,000) The contractor shall furnish a performance bond in an amount equal to 100 percent of his contract price.

Insurance The contractor and his subcontractors shall provide the following 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, Public Liability Property Damage, unemployment insurance, automobile liability insurance, and other legally required insurance. The contractor shall carry Builders' Risk Insurance, including fire and extended coverage, on 100 percent of the completed value of the insurable portion of construction. Such insurance coverage is required to remain in effect until the construction has been accepted by the City of DeKalb / DSATS. 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 is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per person / Two Million Dollars (\$2,000,000) per occurrence. This insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after final payment. The coverage shall also include contractual liability insurance coverage for the Contractor's obligations to indemnify and hold harmless the City and the City Indemnitees.

4. Automobile Insurance Coverage.

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

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

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

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

6. Indemnification.

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

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.

Prime Contractor Participation The prime contractor shall perform on the site, with his own staff, work equivalent to at least 10 percent of the total amount of construction work at the site. Only pay items of the construction contract will be used in computing the total amount of construction at the work site. (The City of DeKalb / DSATS may increase this minimum amount of prime contractor participation depending upon the degree of specialization required to perform this work.)

Warranty of Construction For a period of one year from the date of completion, as evidenced by the date of final acceptance of the work, the contractor shall warrant that work performed under the contract conforms to the contract requirements and is free of any defect of equipment, materials or workmanship performed by the contractor or any of his subcontractors or suppliers. Under this warranty, the contractor shall remedy at his own expense any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the City of DeKalb / DSATS or the city's public transportation provider agencies.

Certified Payrolls The City of DeKalb / DSATS shall obtain from the contractor and each subcontractor a certified copy of each weekly payroll within seven days after the regular payroll date. Following a review by the City of DeKalb / DSATS for compliance with state and federal labor laws, the payroll copy shall be retained at the project site for later review by the authorized representatives of the State of Illinois.

Project Sign The contractor shall erect and maintain signs satisfactory to the Illinois Department of Transportation identifying the project and indicating state participation.

Termination The following termination clauses are applicable to this Agreement: The City of DeKalb / DSATS may terminate the Agreement (contract) in whole or in part because of the failure of the Contractor to fulfill the contract obligation. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City's MPO Coordinator all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing the Agreement, whether completed or in process.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City.

The Contractor also has the explicit right to terminate for cause. If the City does not compensate the Contractor according to the terms of this Agreement, this will present cause for termination. In addition, lack of City providing information necessary for the Contractor to complete its scope of work will also necessitate termination for cause. The Contractor will provide the City with 30 days notice if it intends to terminate for cause.

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such causes, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

If the Contractor fails to remedy the City's satisfaction the breach or default of any of the terms, covenants or conditions of the contract within ten (10) days after receipt by the Contractor of written notice for the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default. In the event that the City elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or any other term, covenant or condition of the contract.

Contract Breaches and Dispute Resolution The following Breaches and Dispute Resolutions requirements are applicable to this Agreement and all subcontracts that result from this Agreement:

Disputes arising in the performance of the Agreement which are not resolved by agreement of the City and the Contractor shall be decided in writing by the Mayor of the City of DeKalb. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Mayor. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Should a general resolution not be achieved between the City and the Contractor, the Contractor can appeal to a court of competent jurisdiction or submit the dispute to a neutral arbitrator.

Unless otherwise directed by the City, the Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

In no event shall the Contractor's total liability to the city and/or any of the City's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from cause or causes including, but not limited to, the Contractor's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to the Contractor under this Agreement or \$50,000, whichever is greater.

Notwithstanding any other provision of the Agreement to the contrary, neither party, including their officers, agents, servants and employees, shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

Unless the Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois if there is no mutual agreement.

The duties and obligations imposed by the Agreement documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Contractor shall constitute a waiver of right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

APPENDIX F: CERTIFICATIONS

NON-COLLUSION CERTIFICATION

TO: City of DeKalb, DeKalb, IL

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal/bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer/bidder or potential proposer/bidder.
2. Neither the price(s) nor the amount of this proposal has been disclosed to any other firm or person who is a proposer/bidder or potential proposer/bidder on this project, and will not be so disclosed prior to proposal/bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing/bidding on this project, or to submit a proposal/bid higher than the proposal/bid of this firm, or any intentionally high or non-competitive proposal/bid or other form or complementary proposal/bid.
4. This proposal/bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal/bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing/bidding or to submit a complementary proposal/bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal/bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal/bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Business Name: _____

Doing business as: () Individual () Partnership () Corporation () Other

ANTI-LOBBYING CERTIFICATION

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Business Name: _____

**CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contractor), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD PARTY CONTRACTOR, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Title of Authorized Official

Date

CERTIFICATION AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND/OR SMALL BUSINESS

The City of DeKalb / DSATS highly encourages DBE and small business firms to participate in all federal and state funded transportation projects in the DeKalb-Sycamore Area Transportation Study (DSATS) planning region either as a Prime Contractor or Subcontractor. Any firm participating in the RFP claiming DBE or Small Business Status must provide documentation to verify their status.

A.A.1 DBE FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

<p>The bidder/offer is a registered DBE and is identified as a certified DBE in the Illinois UCP (100% of this project performed by bidder/offer and funded by DSATS/City of DeKalb FTA 5303/5307 grant funds shall be assigned to the DSATS DBE goal). If identified as a DBE in another program, please identify here:</p> <p>_____</p>
<p>For Contracts for which a DBE participation goal has not been set (check applicable):</p>
<p>Please check the appropriate category (only one) for small business participation in this proposal:</p> <p><input type="checkbox"/> The bidder/offer is performing all activities identified in the scope of work in-house and IS NOT identified as DBE in any program.</p> <p><input type="checkbox"/> The bidder/offer is performing all activities identified in the scope of work in-house IS identified as a DBE (provide a copy of the Uniform Certification Application for each DBE).</p> <p><input type="checkbox"/> The bidder/offer is subcontracting some activities and there is a _____ % small business utilization on this bid/proposal (provide a copy of the Uniform Certification Application for each DBE).</p> <p><input type="checkbox"/> The bidder/offer is subcontracting some activities, however, there is no small business utilization on this bid/proposal.</p>
<p>For Contracts for which there is no subcontracting opportunities:</p>
<p><input type="checkbox"/> The bidder/offer performing all activities identified in the scope of work in-house and therefore is not subject to DBE subcontractor goals</p>
<p>For Contracts where a DBE subcontracting goal is required:</p>
<p><input type="checkbox"/> The bidder/offeror is committed to a minimum of _ % DBE utilization on this contract (if contractor is a registered DBE, their work performed can be considered as part of the DBE goal).</p>
<p><input type="checkbox"/> The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____% DBE utilization on this contract and shall submit documentation demonstrating good faith efforts in seeking DBE participation.</p>

Name of bidder/offeror's firm: _____

DUNS No. _____

By _____
(Signature) Title

A.A.2 DBE FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Type of DBE Firm:

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) Title

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

A.A.3 SMALL BUSINESS FORM 1: SMALL BUSINESS CERTIFICATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

(Please Check)	The bidder/offer has an active registration in the System for Award Management (SAM) on-line registrant database for the U.S. Federal Government (note: registration on the SAM is required to be considered in this IFB/RFP).
	The SAM has determined the bidder/offer qualifies as a small business under the following NAICS codes: _____ _____ _____
For Contracts for which a small business participation goal has not been set (check applicable):	
Please check the appropriate category (only one) for small business participation in this proposal: <input type="checkbox"/> The bidder/offer is performing all activities identified in the scope of work in-house and IS NOT identified as a small business in the SAM. <input type="checkbox"/> The bidder/offer is performing all activities identified in the scope of work in-house IS identified as a small business in the SAM. <input type="checkbox"/> The bidder/offer is subcontracting some activities and there is a _____% small business utilization on this bid/proposal. <input type="checkbox"/> The bidder/offer is subcontracting some activities, however, there is no small business utilization on this bid/proposal.	
For Contracts where a Small Business _____ % subcontracting goal is required (check applicable):	
	<input type="checkbox"/> The bidder/offeror has committed to a _____% small business utilization on this contract (if contractor is a registered small business, their work performed can be considered as part of the DBE goal).
	<input type="checkbox"/> The bidder/offeror is unable to meet the small business goal of _____%, but is committed to a minimum of _____% small business utilization on this contract and is submitting documentation demonstrating good faith efforts to meet goal.

Name of bidder/offeror' s firm: _____

DUNS No. _____

By _____
(Signature)
Title

A.A.4 SMALL BUSINESS FORM 2: LETTER OF INTENT

Name of bidder/offeror' s firr _____

Address: _____

City: _____ State WI Zip: 544

Name of Small Business Firm: _____

DUNS # of Small Business Firm: _____

Registered NAICS Codes: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Annual Average Gross Receipts: \$ _____ Annual Average Employment: _____

Type of Small Business Firm:

- SBA Certified 8A Program Participant
- SBA Certified HUB Zone Firm
- SBA Certified Small Disadvantaged Business
- Self-Certified Small Disadvantaged Business
- Service Disabled Veteran Owned
- AbilityOne (formerly JWOD) Non-Profit Agency
- Veteran Owned Business
- Woman Owned Business
- Women-Owned Small Business (WOSB)
- Economically Disadvantaged Women-Owned Small Business (EDWOSB)

Description of work to be performed by small business firm: _____

The bidder/offeror is committed to utilizing the above-named small business firm for the work described above estimated dollar value of this work is \$ _____.

Affirmation

The above-named small business firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) Title

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor and for bidder/offeror also, if a registered small business.)

APPENDIX G: PROPOSED CONTRACT

Independent Contractor Agreement for Services

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

A. Services.

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

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

B. Term.

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

C. Compensation.

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

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

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

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

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require

the approval of the City. To the extent applicable, the contractor shall further comply with the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

E. Ownership of Records and Documents / Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law.

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

G. Independent Contractor.

Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibit B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors. 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 <http://www.illinois.gov/idol>. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 et. seq., and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment

Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.)

- The Contractor certifies that he/she/it is a:
 - United States Citizen or
 - Corporation
 - Resident Alien
 - Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that:

- Its Federal Tax Payer Identification Number is
- DUNS # is
- Is doing business as a (check one):
 - Individual
 - Real Estate Agent
 - Sole Proprietorship
 - Government Entity
 - Partnership
 - Tax Exempt Organization (IRC 501(a) only)
 - Corporation
 - Not for Profit Corporation
 - Trust or Estate
 - Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements

of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

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

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

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

CERCLA Indemnification: The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et. seq., as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor both before and after its disposal.

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

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

I. Indemnification

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to 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 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 E. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

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

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

without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

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

K. Additional Terms or Modification

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

L. Notices

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

For the City:
City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

For the Contractor:

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

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

O. Document Correction / Supplements

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

Agreed to this _____ day of _____, 20_____.

City of DeKalb

Contractor

Name

Name

Title

Title

City Clerk