

AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH KLM ENGINEERING SERVICES FOR COATING INSPECTION AND CONSTRUCTION ENGINEERING FOR PAINTING AND REPAIR TO THE SOUTH WATER TOWER IN AN AMOUNT NOT TO EXCEED \$34,014.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City operates its public water supply system (the "System"); and

WHEREAS, the City's corporate authorities find that it is in the best interest of the public health, safety, and welfare to improve the System including, but not limited to, painting and repairing the City's South Water Tower located at 2850 Corporate Drive in accordance with the plans and specifications prepared by the City's consulting engineers (the "Project"); and

WHEREAS, the City's corporate authorities find that it is in the City's best interests to select a consulting engineer to design and observe the coating inspection, painting, and repair for the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:


SECTION 1: The City's corporate authorities authorize, approve, and direct the Mayor or City Manager to execute an Engineering Services Agreement with KLM Engineering Services for coating inspection and construction engineering for painting and repair to the South Water Tower in an amount not to exceed \$34,014 in the same or substantially similar form as Exhibit A attached hereto and incorporated herein.


SECTION 2: This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, that this Resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 26th day of April 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:


RUTH A. SCOTT, Executive Assistant


JERRY SMITH, Mayor

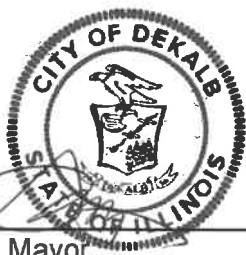


EXHIBIT A
(Engineering Services Agreement with KLM Engineering Services)



164 East Lincoln Highway
DeKalb, Illinois 60115
815.748.2000 • cityofdekalb.com

Professional Services (Advisor) Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "**KLM ENGINEERING INC.**" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

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

B. Term:

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

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit 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. Contractor shall provide all contractor lien waivers, subcontractor lien waivers and materialmen lien waivers, properly executed and completed, prior to receiving payment. Contractor shall indemnify, defend and hold harmless the City from any claim arising out of or relating to the liens, public fund claims or other claims for payment or damages from any subcontractor or materialman employed or utilized by Contractor, without regard to whether the City strictly enforced the requirement of submitting lien waivers. The following optional provisions apply if checked:

- ☐ This work is to be completed on a time and materials basis in accordance with the rate schedule attached in Exhibit B.
- ☐ This work is to be completed subject to a not-to-exceed price of **\$34,014.00**.

The Parties expressly acknowledge that this Agreement is being entered into pursuant to the City Manager's spending authority, and in no event shall the sum of all charges contemplated herein,

- inclusive of all fees, expenditure reimbursements or other payments of any kind, exceed Twenty Thousand Dollars (\$20,000.00). Unless and until the City provides written notice to Contractor that this agreement has been ratified, approved or amended by the City Council and can exceed that threshold, this Agreement shall be deemed to terminate automatically, without any obligation for further notice, work or payment, upon reaching the threshold. Contractor shall provide the City with written notice when the total amount charged hereunder has reached or exceeded Fifteen Thousand Dollars (\$15,000.00).

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

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. The Parties acknowledge that this Agreement is for professional services and is not subject to the Illinois Prevailing Wage Act. Contractor shall indemnify, defend and hold harmless the City from any claims arising out of or relating to any actual or alleged non-compliance with the requirements of the Prevailing Wage Act.

E. Ownership of Records and Documents / Confidential Information:

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

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. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to *Carney v. Union Pacific Railroad Company*, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.



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.

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).

Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), GENERAL CONTRACTOR, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. GENERAL CONTRACTOR understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.



Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/ido/. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a:
☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 41-1820158 and is doing business as a (check one):
☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

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



5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

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

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification:

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.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kofecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois. However, pursuant to the Construction Contract Indemnification for Negligence Act (740 ILCS 35), the Parties shall not indemnify the other for any liabilities, damages, costs or expense resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or other such immunity statute or common law, by reason of indemnification or insurance. Indemnification shall survive the termination of the Agreement.



J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. 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.

K. Bonds:

Contractor shall be responsible for identifying and complying with all legal requirements applicable to this Agreement or the underlying work to be performed, including but not limited to any requirement to post bonds or security. Without limitation, Contractor shall comply with the Public Construction Bond Act, 30 ILCS 550/0.01, et. seq. for any public works having a total cost in excess of \$50,000.

L. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.



M. 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:

KLM Engineering Inc.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
ph# 888-959-5111

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

N. 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.

O. 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.

P. Conflicts:

Contractor may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor's work for the City, even if the interests of such clients in those matters are directly adverse to City. Contractor agrees however that the City's prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of Contractor's representation of the City, Contractor has obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of Contractor, could be used in any such other matter by such client to the material disadvantage of the City. Contractor and the City covenant to work in good faith to identify any current or prospective conflicts, and to negotiate in good faith to resolve or waive such conflicts, or to limit or terminate services under this Agreement so as to avoid such conflicts.

Q. Inspections or Observation:

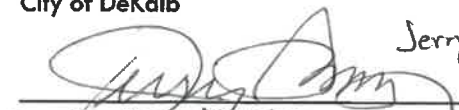
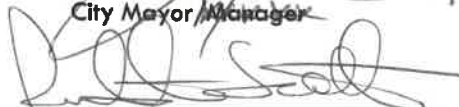
Where services provided herein relate to the inspection or observation of items or projects constructed by third parties on behalf of the City, whether with respect to the compliance of those items with applicable codes or its acceptable construction as a public or private improvement, the Contractor shall not serve as a guarantor of any



third party, public or worker safety. The Parties acknowledge that the Contractor shall have a duty to identify defects or non-compliance with applicable standards and to report such information to the City, and where such defects or non-compliance require immediate remediation, to make such report immediately upon observation of the condition. Such duty shall also extend to properly documenting the observed condition whether through report, photography, video or other medium. However, the Contractor shall not be responsible for the means, method or sequence of work that any third party employs, nor for review or recommendation of applicable workplace safety rules, regulations or suggestions. The Parties expressly disclaim the existence of any third party beneficiary from the Contractor's services hereunder (where relating to inspection or observation as defined herein), it being recognized that the services contemplated herein require reporting of information to the City as the client of Contractor, and not to any other party.

Agreed to this 26th ^{April} day of, 2021.

City of DeKalb


City Mayor/Manager

Attest: Ruth A. Scott
Executive Asst.

Contractor

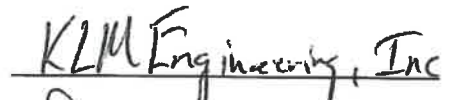
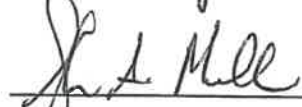

KLM Engineering, Inc.
 President
Shawn A. Mulhern



Exhibit A:

Description of Work



Exhibit B:

Fee Schedule



Exhibit C:

Insurance Requirements:

1. All Contractors and All Contracts.

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

2. Certificates and General Conditions:

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional *primary* insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days notice to the City. Any insurance maintained by the City shall be excess to such coverage provided by Contractor. 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. Additional insured status shall be demonstrated with coverage equal to or greater than the ISO CG 20 10 form endorsement and shall provide coverage for bodily injury, property damage or other claims or damages caused in whole or in part by the acts or omissions of the Contractor and/or the City (as defined herein). Coverage shall be applicable both to ongoing and completed operations. The requirements applicable herein shall apply to the Contractor's underlying insurance policy (i.e. the certificate of insurance shall evidence coverage compliant with these terms on the Contractor's insurance policy, and the City shall be named as additional primary insured on such policy).

3. Comprehensive General Liability Coverage Requirements.

Unless this Section 3 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

4. Automobile Insurance Coverage:

Unless this Section 4 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

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

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

A. **Professional Liability / Malpractice:** Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

B. **Errors & Omissions Insurance Coverage:** Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.



6. Indemnification.

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

7. Additional Insurance Requirements.

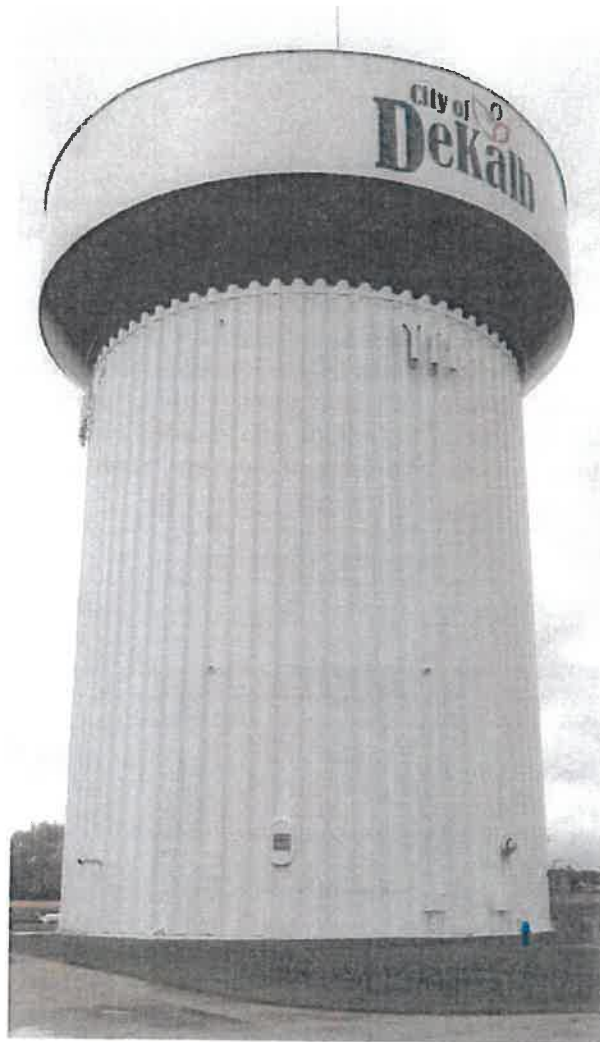
Contractor shall also be required to provide the following insurance:



April 15,
2021

Proposal for
Reconditioning Services

Exhibit A & B



DeKalb, Illinois 2MG Hydropillar Water Tower

KLM Engineering, Inc. | 1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
Toll Free: 888-959-5111 | Phone: 651-773-5111 | Fax: 651-773-5222 | www.klmengineering.com



KLM ENGINEERING, INC.

338 Alana Drive New Lenox, Illinois 60451
Phone (651) 238-4905 | Fax (815) 717-8663

April 15, 2021

SENT EMAIL ONLY

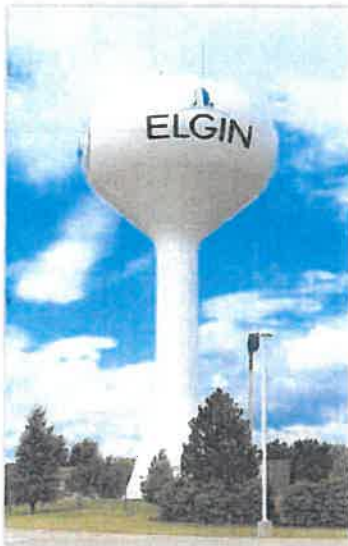
Mr. Bryan Faivre
Public Works Director
City of DeKalb
1216 Market Street
DeKalb, Illinois 60115

Dear Mr. Faivre:

Thank you for the opportunity to submit this proposal to provide engineering and inspection services during the rehabilitation of the 2MG Hydropillar Water Tower located in the City of DeKalb, Illinois.

KLM has a staff with the most credentials associated with AWS welding and NACE coating inspections of water storage tanks in the five-state area. When it comes to quality inspections on water towers, KLM sets the standard that other companies try to duplicate. Our dedication to quality inspections can be seen nationally as our projects are represented each year in Tnemec's Tank of the Year calendar contest.

Elgin, Illinois



Kenosha, Wisconsin



Joliet, Illinois



KLM's personnel have been working on water towers since the 1970s. We have tanks that were constructed and painted in the mid-1980s that are just coming up on their first reconditioning. KLM anticipates the tower's coating systems will be in service 20-plus years. This is due to KLM professionals trained to perform proper inspections and holding contractors accountable for quality workmanship.

Our inspections are performed by a professional staff with current and proper credentials. Our inspectors who, work directly under our Structural Engineer and Project Supervisor are certified as both NACE and AWS inspectors. Each employee takes ownership of their project. Our professional staff has a combined 150 years of experience and have successfully completed over 500 rehabilitations of water towers of various sizes. The KLM staff is fluent in the current codes and standards for new and reconditioned water tower projects.

KLM inspectors climb the towers daily to accept or reject the workmanship of the day. The main reason owners hire a professional consultant is to protect the owner's investment. The average tank without a professional inspection usually needs to be repaired after fifteen years compared to KLM projects, which are lasting 25 or more years.

No firm receives respect from tank contractors and subcontractors like KLM. Our role is to provide quality assurance and enforce the specification. KLM is very thorough with our documentation of what and how the work is being performed each day. KLM's reputation of quality is second to none. We stand behind every project we work on.

KLM would like to assist you with our expertise on quality control which will make this a successful project for many years to come. By selecting KLM, you can be assured that the project will be completed to your satisfaction.

We look forward to working with you.

Sincerely,



KLM ENGINEERING, INC.

James Creed

Great Lakes Regional Manager

Cell: 651-238-4905

Fax: 815-717-8663

Email: jcreed@klmengineering.com



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DISCLAIMER:

The information in this proposal is confidential, may be legally privileged, and is intended for the sole use of the City of DeKalb. Access to this proposal by another company is not permitted. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or committed in reliance on it is prohibited.





Proposal

Project Understanding

KLM Engineering understands the City of DeKalb is planning to recondition the interior wet and a partial of the dry as well as tower and spot repair and overcoating the exterior surfaces on the 2MG Hydropillar Water Tower. The Director of Public Works, Bryan Faivre, contacted KLM to prepare a proposal for the observation of surface preparation and coating services for this project.

Benefits to the City of DeKalb

- Today's protective coating systems are designed to last 20-25 years with only minor maintenance. Tight project specifications and full-time inspections give the coating systems the opportunity to realize their intended service life.
- Welding and full-time NACE Coating Inspections during reconditioning assures that the work performed by the contractor is in conformance with the specifications, as to maximize its life expectancy. KLM's inspectors monitor workmanship during all phases of work to verify the contractor's work meets the specification. Utilizing this process, maintenance costs will be reduced by decreasing the number of reconditioning cycles over the life of the tank.
- Our project administration and inspection services provide a buffer between the project specifications and the real-world challenges that can negatively affect project performance. To initiate the project correctly, KLM's project management assures that a qualified contractor is retained at an appropriate cost.

KLM Work Plan

Upon execution of a contract, KLM proposes the following schedule to perform the work:

1. Construction Management and Inspection Services
Summer Construction by KLM Engineering
2. Warranty Inspection
ROV completed per contract (2Yr)

Construction Observation

The inspector assigned to this project will be a NACE Coating Inspector and/or AWS Certified Welding Inspector. All our inspectors have extensive practical experience and knowledge of water storage tank reconditioning. They are experienced sandblasters, painters, climbers, riggers, coating inspectors, welders and welding inspectors which allow the inspector to perform inspections alongside the contractor to ensure conformance to the project specification.

At a minimum, the field inspections will include the following:

- A preconstruction meeting with the client and contractor to clearly define the role of the Engineer and Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope-of-work and expectations regarding the quality of work.
- Monitor and approval of the structural repairs and modifications for conformance to the specifications.
- Inspection of the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
- Monitor the paint removal and disposal process for conformance to the specifications and environmental regulations.
- Monitor the contractors mixing and application of the coatings for conformance to the specifications and the coating manufacturer's recommendations.
- Approve surface preparation samples.
- Record the contractor's progress for adherence to the construction schedule.
- Submit daily and weekly inspection reports. Prepare and file copies of the reports on construction activities.
- Coordinate and review testing of materials for conformance to the specification and environmental regulations.
- Monitor punch list items and subsequent corrective action by the contractor.
- Final inspection, substantial completion, and project acceptance.

Antenna Inspection

Antenna work can be discussed on a separate proposal and is not covered in this proposal.

Warranty Inspection

KLM proposes to perform an ROV warranty inspection on the referenced tank prior to the expiration of the performance bonded two (2) year warranty. The warranty inspection will include an inspection report. Prior to the warranty expiration, KLM will request verification to proceed with the warranty inspection under the terms of this contract. The fixed fee does not include any necessary warranty repair work required.

Deliverables

The **City of DeKalb** owns and retains this documentation. KLM also retains these records for future reference. Deliverables submitted electronically unless indicated hard copy.

- Daily Logs & Weather Logs
- Surface Preparation
- Daily Digital Photos
- Weekly Summary & Progress Meetings
- Project Acceptance Certificate
- Warranty Inspection Report. (Owner & Contractor)

Proposal Summary

KLM Engineering estimates this to be a 12-week Critical Phase project, with an anticipated 48-hour work week. KLM will manage the water tower rehabilitation with project management, welding inspection, coating inspection, and an ROV warranty inspection as detailed below.

Cost Summary

1. Construction Management	Not to exceed	\$2,920.00
2. Construction Observation	Not to exceed	\$31,094.00
Total Estimated KLM Cost in 2021		\$34,014.00
4. Warranty Inspection 2023	Not to exceed	\$3,000.00

Why Use KLM

KLM is the leader in water tower reconditioning of towers of 1,000,000-gallons or greater in the Midwest. KLM Engineering, Inc. has been evaluating and reconditioning water towers for over 25 years. Our reference list has customers including the US Military, US Steel, Indian Health Services, State of Minnesota and municipalities ranging from coast to coast and beyond - including Hawaii, Canada, and Europe.



Agreement

This proposal is valid for two (2) months from April 14, 2021. If the City of DeKalb finds this proposal acceptable, please sign and return by mail, fax, or email. We can begin work immediately once a contract has been executed based on the project work schedule.

This agreement, between the City of DeKalb and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

(Name) (Title) City of DeKalb,
Illinois

(Date)

_____
(Name) Great Lakes Regional Manager (Title) KLM Engineering, Inc.
New Lenox, Illinois

April 15, 2021
(Date)

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

James Creed

Great Lakes Regional Manager

Cell: 651-238-4905

Fax: 651-773-5222

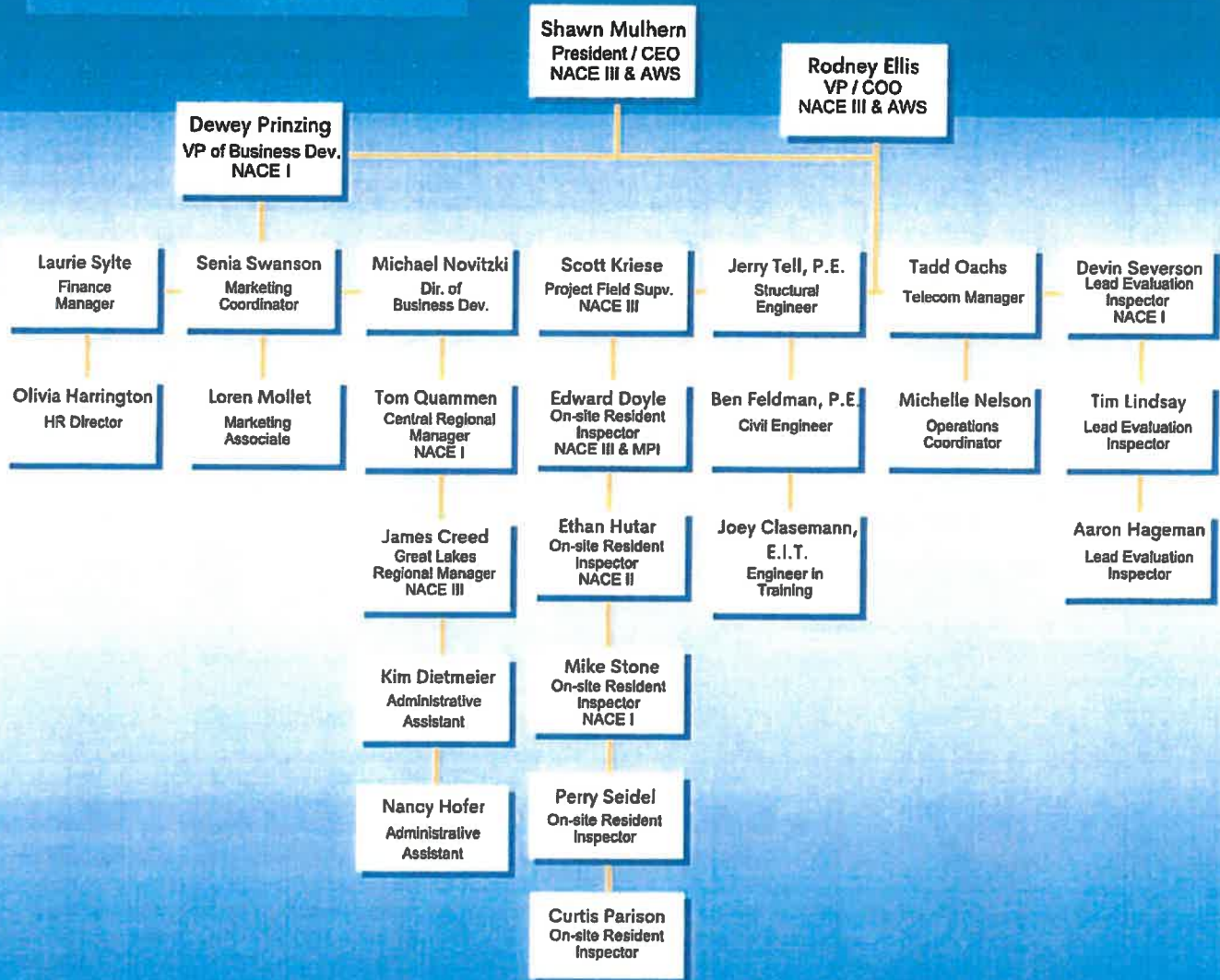
Email: jcreed@klmengineering.com





KLM Project Team Chart

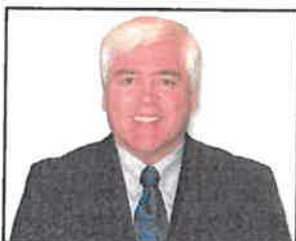
When you hire KLM, you are hiring a team of *the* water tower specialists.



All inspectors work directly under a Professional Engineer and a NACE Certified Project Supervisor.

Project Team

To provide a combination of client satisfaction and industry expertise, KLM has assembled a staff specific to the needs of our clients. The Project Team, listed in the organizational chart on the previous page, work year-round, with current projects booked into 2021 and beyond. In addition, KLM's staff have an extensive knowledge base, specializing in water storage systems, whether it be inspection, recondition, coatings, new tanks, or telecommunications. To ensure each project is held to the highest of standards, our team consists of Professional Engineers and certified inspectors by the National Association of Corrosion Engineers (NACE) and American Welding Society (AWS). Further details on the expertise of KLM's project team can be found in the preceding pages.



SHAWN MULHERN - PRESIDENT/ CEO/ PRINCIPAL OWNER

Mr. Mulhern has been inspecting, testing, and evaluating water towers for over 36 years. He has been involved in the inspection of over 300 elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 120 million gallons. Shawn is a NACE Level III Certified Coatings Inspector and an American Welding Society (AWS) Associate Welding Inspector. He is also an avid volunteer and educational presenter nation-wide.

EXPERIENCE & EDUCATION

- American Water Works Association
- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- 2018 AWWA Benjamin G. Mason Award of Excellence
- AEC Engineering, Inc. | Coating Systems Supervisor
- Neumann Company Contractors, Inc. | Journeyman Painter
- NACE Successful Coating & Lining of Concrete
- Supervisory Leadership | Wilson Learning
- 3M Safety Training Program
- Tnemec Protective Services Seminar
- Industrial Technology | UW-Stout
- NACE III Inspector | No. 1293
- AWS- Welding Inspector No. 89040022
- OSHA Lead Abatement
- NDE Level II TU, PT, MT and vacuum box



RODNEY ELLIS - VICE PRESIDENT/ COO/ PRINCIPAL OWNER

Mr. Ellis has extensive experience working with a wide range of municipalities, military, and industrial facilities. He has worked on hundreds of water storage reservoirs, lead abatement projects, industrial tank reconditioning projects, water treatment plants, and bridges over the past 29 years. Rodney is a NACE Level III Certified Coatings Inspector, and an AWS Certified Welding Inspector. Rodney offers significant benefits to clients because of his work with all types of contractors on many types of complex projects.

EXPERIENCE & EDUCATION

- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- AEC Engineering, Inc. | NACE Coatings Inspector
- Neumann Company Contractors, Inc. | Industrial Sandblaster & Painter
- Mount Scenario College
- NACE III Inspector | No. 1686
- AWS- Welding Inspector No. 95040714
- API 653 | Above ground storage tank inspection
- NDE Level II TU, PT, MT, and vacuum box
- OSHA 10



JERRY TELL, P.E. - STRUCTURAL ENGINEER

Mr. Tell is a registered Professional Structural Engineer who has held licenses in multiple states. Jerry has a strong background in structural design of plate structures including heavy lift cranes, water filtration tanks, bulk material silos/bins and elevated structures. Jerry brings to KLM experience in engineering management with an emphasis on multi-million-dollar projects. Jerry offers KLM clients a dedication to quality workmanship and extensive skill sets in structural analysis and designs.

EXPERIENCE & EDUCATION

- AmClyde Engineered Products | Structural Engineer
- University of Minnesota | Bachelor of Science- Civil Engineering
- Minnesota License | No. 15524
- South Dakota License | No. 13466
- Wisconsin License | No. 25409-6



BEN FELDMAN, P.E. - CIVIL ENGINEER

Mr. Feldman has worked in both the private and public sector starting out his career as an engineer and project manager with the Midwest leader in design of state-of-the-art municipal facilities and other complexes. Ben's project experience ranges from treatment plants, pump stations to distribution studies and maintenance plans. He is also an active member of Minnesota section AWWA as Board Security-Treasurer for over four years. Ben provides KLM's clients with creative, cost-effective solutions, exceptional service, and a level of quality as if it were his own.

EXPERIENCE & EDUCATION

- American Water Works Association
- MN-AWWA Young Professionals
- St. Paul Regional Water Services | Civil III
- SRF Consulting Group, Inc. | Field Engineer
- Anderson-Johnson Associates, Inc. | Project Manager
- University of Minnesota | Bachelor of Science- Civil Engineering
- Minnesota License | No. 49598
- Colorado License | No. 0057334
- OSHA 10



SCOTT KRIESE - PROJECT FIELD SUPERVISOR

Mr. Kriese is a NACE Level III Certified Coatings Inspector with fourteen years of experience on projects including surface preparation, coating application, and inspection services during reconditioning, new tank construction, and structural repairs on water storage tanks and towers. Scott is currently a Project Field Supervisor overseeing NACE inspectors who are performing daily inspections of new and reconditioned water storage tanks. Scott has provided resident inspection services or oversight on hundreds of potable water and fire protection tanks during his tenure at KLM.

EXPERIENCE & EDUCATION

- National Association for Corrosion Engineers
- Society for Protective Coatings
- KLM Engineering, Inc. | Project Field Supervisor
- NACE III Inspector | No. 11236
- OSHA 10



DEWEY PRINZING - VP OF BUSINESS DEVELOPMENT

Mr. Prinzing has been in the construction, inspection, testing, and evaluation industry for more than twenty years. He has been involved in the inspection of elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 3 million. Dewey transitioned his knowledge as a NACE Inspector to his current role in sales. In sales, Dewey successfully assists clients with their various needs whether it be on rehabilitation, new tank construction, structural repairs, evaluations, tank cleaning, or mixing.

EXPERIENCE & EDUCATION

- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- Southwest Manufacturing, Inc. | Regional Sales Manager
- Otte Log Homes | Carpenter
- NACE I Inspector | No. 44811



MICHAEL NOVITZKI - DIRECTOR OF BUSINESS DEVELOPMENT

Mr. Novitzki has been in the sales and marketing industry for over four years. Since joining KLM, Michael has been able to utilize his skills in sales to excel in the water storage industry with a desire to assist communities of all different sizes. Michael has been involved in projects ranging from 50,000 to over one million gallons. Michael's goal to make sure every community has a positive experience regarding their water storage tank is evident in his superior workmanship and making sure the needs of his clients are taken care. He is also a valued member of the AWWA Young Professionals and a MAC Committee liaison.

EXPERIENCE & EDUCATION

- American Water Works Association
- MN-AWWA Young Professionals
- Water Industry Professionals
- First Financial | Director of Sales & Business Development
- New York Life | Financial Advisor
- Target Corporate | Merchandise Analyst
- Holy Cross College | Bachelor of Arts & Science-Finance, Marketing & Spanish
- Series 6
- MRWA Operator Training



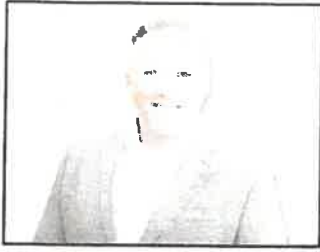
JAMES CREED - GREAT LAKES REGIONAL SALES MANAGER

Mr. Creed is the Regional Manager located in our New Lenox, Illinois office. He has a combined 30+ years in the coatings industry primarily in General Industrial, OEM, Marine, Protective Coatings and Linings. The knowledge and understanding of protective coatings, surface preparation, and local, federal, and industry regulations Jim brings to KLM, confirms clients are receiving the most reliable guidance for their assets. Jim is also a NACE Level III Certified Coatings Inspector and SSPC Certified Concrete Coating Inspector.

EXPERIENCE & EDUCATION

- American Water Works Association
- Society for Protective Coatings
- Water Industry Professionals
- National Association for Corrosion Engineers
- The Society for Protective Coatings | Midwest Chapter Board Member
- Carboline Company | Senior Engineer Sales Manager
- Sherwin Williams | Senior Protective Coating Specialist
- NACE III Certified | No. 8970
- SSPC Certified Concrete Coating Inspector | No. 29820
- Engineering Sales Presidents Award | 2017, 2018





TOM QUAMMEN - WEST CENTRAL REGIONAL MANAGER

Mr. Quammen is the Regional Manager located in our Prairie Village, Kansas office. He has a combined 30+ years of water tank/ tower experience, first as a NACE and UT inspector for a small structural engineering firm in Minneapolis, then as a Principal Tnemec Company Representative, first in MN, then CO, ID, MT, NM, NV, UT, and WY. In addition, he has knowledge of structural engineering, extensive protective coatings experience, and ACI/ ICRI training. His skills and experience are an asset to KLM and our clients.

EXPERIENCE & EDUCATION

- American Water Works Association
- KS/MO/CO Rural Water Association
- Water Industry Professionals
- Tnemec Corporate Award (Retired)
- Tnemec Company | Principal, Agency Owner
- AEC Engineers & Designers | Technician
- Twin City Testing | Technician
- Anoka Technical College
- Mankato State University
- CSI CDT
- ICRI Slab Certified



TADD OACHS - TELECOM MANAGER

Mr. Oachs has worked in the telecommunications industry for over 9 years. His knowledge and skill in the field, along with his experience with some of the newest technologies, are an asset to KLM projects. Tadd's extraordinary focus and strategic way of thinking, with his uncanny ability to facilitate clear communication between different teams and departments, is invaluable to completing projects on-time and within budget.

EXPERIENCE & EDUCATION

- St. Cloud University
- Siren Telephone Company | Telecommunications Technician
- CenturyLink | Broadband Technician
- Bear Communications | Installation and Drop Bury Supervisor



LAURIE SYLTE - FINANCE MANAGER

Mrs. Sylte has been in the finance management industry for over 20 years. Of these years, 15 are specific to water storage systems. Laurie excels in project support and budget management for tanks ranging from 25,000 to over a million gallons. She works directly with clients to ensure accounting and budget timelines are met and executed to city and/or council requirements.

EXPERIENCE & EDUCATION

- Somerset Telephone | Finance
- St. Croix Telephone | Finance
- Wisconsin Indian Technical College



References And Project Profiles

References

The following list contains a hand full of projects completed by KLM in the past five years. In all, KLM averages 15-20 reconditioning projects per year. A more complete list of references can be provided upon request.

Reconditioning Projects:

- Woodlawn Tower
500,000 Gallon Single Pedestal
Owner/ Client: Moorhead Public Service, MN
Contact: Kristofer Knutson, 218-299-5475
**2018 Tnemec Tank of the Year Runner-Up*
- Skyline & Ella Ave Water Tower
750,000 Gallon Elevated Water Tower
Owner: City of Great Falls, MT
Client: AE2S
Contact: Nathan Weisenburger, 406-217-3711
- East Side Tower
500,000 Gallon Elevated Water Tower
Owner/ Client: City of Rosemount, MN
Contact: Dick Howe, 651-322-2041
- Tower No. 1
500,000 Gallon Single Pedestal
Owner: City of Pelican Rapids, MN
Contact: Robert Schlieman, PE (Apex), 218-844-2585
- South Tower
750,000 Gallon Single Pedestal
Owner/ Client: City of Menomonie, WI
Client: Cedar Corp
Contact: Jeremy Hoyt, 715-232-2395
- Mayhew Tower
500,000 Gallon Single Pedestal
Owner/ Client: City of Sauk Rapids, MN
Contact: Craig Nelson, 320-258-5300
- Lexington/ Diffley Reservoir
4,000,000 Gallon Ground Storage Reservoir
Owner/ Client: City of Eagan, MN
Contact: Jon Eaton, 651-675-5215
- West Tower- Keuhn Park Tower
1,500,000 Gallon Composite
Owner/ Client: City of Sioux Falls, SD
Contact: Darin Freese, 605-373-6971
- Zachary Tower
2,000,000 Gallon Toro Spheroid Tower
Owner/ Client: City of Plymouth, MN
Contact: Kevin Mastey, 763-509-5998
- Tower No. 1
50,000 Gallon Hydrocone
Owner/ Client: City of Vermillion, MN
Contact: Marke Peine, 651-248-3108
- Market Center/ Clock Tower
2,000,000 Gallon Composite
Owner/ Client: City of Eden Prairie, MN
Contact: Rick Wahlen, 952-949-8530
**2017 Tnemec Tank of the Year 2nd Runner-Up*
- Tower No. 5 & Tower No. 10
500,000 Gallon Single Pedestal
1 Million Gallon Composite
Owner: City of Fargo, ND
Contact: Troy Hall, 701-541-4180
- Flag Avenue Reservoir
1,500,000 Gallon Underground Reservoir
Owner/ Client: City of St. Louis Park, MN
Contact: Aaron Wiesen, 952-924-2673
- North Tower
750,000 Gallon Hydropillar
Owner/ Client: City of Baxter, MN
Contact: Kevin Cassady, 218-454-511
- Randall Road Tower
1 Million Gallon Single Pedestal
Owner: City of Elgin, IL
Contact: Nora Bertram, 847-931-6744
- Tower No. 1
250,000 Gallon Single Pedestal
Owner/ Client: City of Dodge Center, MN
Contact: Mark Barwald, 507-374-2840
- Tower No. 1
400,000 Gallon Single Pedestal
Owner/ Client: City of Wheaton, MN
Contact: Kris Krenz, 320-563-4110
- Tower No. 1
400,000 Gallon Single Pedestal
Owner/ Client: City of Otsego, MN
Contact: Brad Belair, 763-441-9163
- Tower No. 1
50,000 Gallon Legged Tower
Owner/ Client: USG Interiors, LLC- Red Wing, MN
Contact: Larry Dettmer, 651-309-8020
- North Tower
500,000 Gallon Double Ellipsoidal
Owner/ Client: City of Crookston, MN
Contact: Brandon Carlson, 218-289-0273

Project Profiles

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed, and refurbished water towers for the past twenty years. The longevity of our projects is what we are most proud of. What owners most appreciate is the return in investment KLM brings to each rehabilitation project. The following pages list projects KLM has completed, like the proposed tower for the City of Roseau.

Reconditioning Project Profiles:

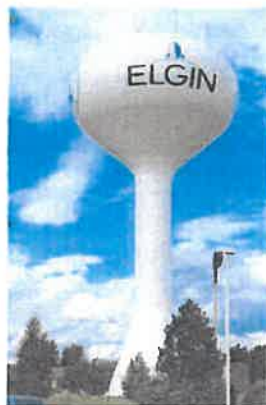


City of Eden Prairie, MN Market Center Tower
Reconditioning of: 2,000,000 Gallon Composite

Dates of Service: 2016 Reconditioning

Conditions & Services: The Market Center Tower is an iconic structure for the City, with working clocks on the main column. Given the high profile, size, and challenging location of this tower, the City Manager (Rick Wahlen) performed detailed interviews with each bidding consultant and their staff, to select the best qualified firm to provide the engineering and inspection services required by the City. As the awarded consultant, KLM provided design services, construction management, full time AWS welding and NACE coating inspections throughout the duration of the project. Rick was instrumental in the project from the beginning of pre-construction to the final walk through and close out, including personally climbing the tower regularly to confirm the project had met his standards. Given the tight confines of the jobsite, KLM conducted weekly meetings locally to update the neighboring businesses and residents as the project commenced. The project was successful, being completed on time and within budget.

**2017 Tnemec Tank of the Year 2nd Runner Up*



City of Elgin, IL Randall Road Tower
Reconditioning of: 1,000,000 Gallon Single Pedestal

Dates of Service: 2016 Evaluation, 2017 Reconditioning

Conditions & Services: A project of this size combined with a short schedule may intimidate some contractors and inspection firms. With the combined efforts of a local contractor and KLM, this successful project was completed on time and within budget. Antenna relocation also played a large part of the project. The efficiency of all parties involved allowed telecommunications to operate without disruption.

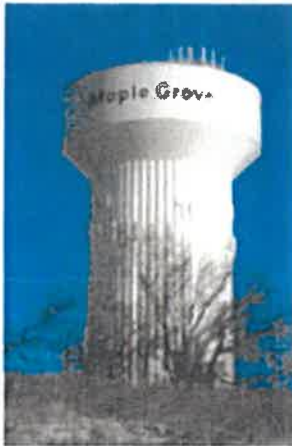


City of Lino Lakes, MN Tower No. 1

Reconditioning of: 1,000,000 Gallon Hydropillar

Dates of Service: 2013 Evaluation, 2016 Reconditioning

Conditions & Services: KLM performed a floatdown evaluation of Tower Number 1. KLM worked with the Utilities Supervisor on the project to provide plans and specifications. A qualified contractor was selected to perform the reconditioning of the tower. A full containment system was utilized during the project. KLM provided construction management, full time AWS, NACE inspectors, and antenna management throughout the project. A new logo was painted on two sides of the tower; choosing Tnemec Hydroflon for the topcoat on the exterior of the tower. The tower can be seen from Hwy 35W & 23.



City of Maple Grove, MN Fish Lake Tower

Reconditioning of: 1,500,000 Gallon Hydropillar

Dates of Service: 2011 Mixer, 2014 Evaluation, 2015 Reconditioning

Conditions & Services: This water tower project included a pre-assessment of the conditions, including an updated engineer cost estimate. Plans and specifications were approved as well as a qualified contractor during the bid process. KLM worked with the contractor on submittals including coating selection, drawing reviews, scheduling and more. KLM's Antenna Division worked with multiple cellular carriers to coordinate efforts of relocating cellular equipment to temporary locations during the reconditioning of the tower. KLM conducted weekly meetings on site to synchronize the efforts of the city, engineer, and contractor(s) as the project commenced. The project was successful being completed on time and within budget.



KLM Support Documents



Headquarters

1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

KLM 2021 Fee Schedule

Principal Associate	\$160.00 per hour
Structural Engineering	\$220.00 per hour
Professional Engineering	\$195.00 per hour
Engineer in Training	\$125.00 per hour
Project Manager/Supervisor	\$140.00 per hour
Field Inspectors – CWI/NACE	\$130.00 per hour
Field Inspectors – NACE I & II	\$125.00 per hour
Clerical	\$85.00 per hour

* Per Client needs, customized pricing is provided based on the total project requirements and time frame.

Reimbursable Expenses

The following expenses are reimbursable to KLM Engineering Inc.:

1. Travel time billed at the labor rates listed above or as contracted.
2. Vehicle mileage billed at \$0.85 per mile. KLM onsite vehicle/trailer will be charged at \$35.00 per day.
3. Daily Per Diem billed at \$180.00 per calendar day or as contracted.
4. Projected related expenses such as onsite rental equipment and sub-contractor or sub-consultants billed at actual cost plus 5%.
5. Production supplies, duplicating, and delivery expenses will be billed at the actual costs incurred, no mark-up.
6. Cell Phone charges will be billed at \$20.00 per week.

**Rates may vary due to location*