

RESOLUTION R-26-15

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
A PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
FOR THE STREAMS LAKE DREDGING PROJECT**

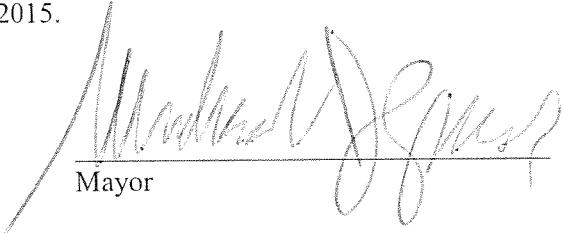
**WHEREAS**, the City of Wheaton, DuPage County, Illinois is desirous of dredging the Streams Lake System; and

**WHEREAS**, the City has received a professional engineering services proposal from Strand Associates, Inc. of Joliet, Illinois for the engineering services associated with the Streams Lake Dredging Project; and

**WHEREAS**, it is necessary for the City to enter into a professional engineering services agreement with Strand Associates, Inc. of Joliet, Illinois for the proposed engineering services.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is authorized to execute a professional engineering services agreement with Strand Associates, Inc. of Joliet, Illinois for the engineering services associated with the Streams Lake Dredging Project.

**ADOPTED** this 18<sup>th</sup> day of May, 2015.



Mayor



Alison Bennett Hagan  
City Clerk

Roll Call Vote

Ayes:	Councilman Prendiville
	Councilman Rutledge
	Mayor Gresk
	Councilman Saline
	Councilman Suess
	Councilwoman Fitch
Nays:	None
Absent:	Councilman Scalzo

Motion Carried Unanimously



This number must appear on  
all invoices and documents.

**No. C 36778**

**Agreement Between the City of Wheaton, Illinois  
and Strand Associates, Inc.  
for Streams Lake Dredging Project**

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and Strand Associates, Inc ("Consultant"), 1170 South Houbolt Road, Joliet, IL 60431.

**WITNESSETH:**

Whereas, the City has determined that it is strategic to hire a consultant to provide professional engineering services associated with a project to dredge sediment from the Streams Lake System (hereinafter the "Work"); and

Whereas, the City has solicited a Request for Proposal for the Work; and

Whereas, the Consultant submitted a proposal to the City for the Work, which is attached hereto and incorporated herein as Exhibit A; and

Whereas, the City finds the proposal submitted by the Consultant meets the City's service requirements for the Work.

Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Consultant hereto do hereby agree as follows:

1. ***Scope of Services.*** The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. The Consultant shall furnish all labor, materials, and equipment to provide and perform the Work. The Consultant represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances.
2. ***Compensation.*** The City shall compensate the Consultant according to the terms of the Consultant's proposal which is attached hereto as Exhibit A.
3. ***Term of Agreement:*** This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Consultant. It shall be in effect for one (1) year from the date of signature and shall be subject for renewal if Consultant maintains or reduces costs.
4. ***Additional Services.*** The Consultant shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Consultant or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized in writing by the City. Terms, frequency, and prices for additional services shall be as mutually agreed upon in writing by the City and the Consultant.

5. ***Other Entity Use.*** The Consultant may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices and terms and conditions, if agreed to by both the Consultant and the other municipality or governmental agency.
6. ***Hold Harmless and Indemnification.*** The Consultant shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:
  - a) The Consultant's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Consultant's services; or
  - b) The negligence or willful misconduct of the Consultant, its employees, agents, representatives, and subcontractors.
- In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.
7. ***Insurance.*** The Consultant and each of its agents, subcontractors, and consultants hired to perform the Work shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Consultant and, where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:
  - a) Worker's compensation insurance with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each accident/injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each employee/disease.
  - b) Commercial general liability insurance protecting the Consultant against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS (\$1,000,000.00) aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured.
  - c) Commercial automobile liability insurance covering the Consultant's owned, non-owned, and leased vehicles which protects the Consultant against automobile liability claims whether on or off of the City's premises with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident bodily injury/property damage combined single limit.
  - d) Professional liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim covering the Consultant against all sums which the Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the City under this contract when caused by any negligence act, error, or omission of the Consultant or of any person employed by the Consultant or any others for

whose actions the Consultant is legally liable. The professional liability insurance shall remain in force for a period for not less than four (4) years after the completion of the services to be performed by the Consultant under this contract.

8. ***Compliance with Laws.*** The Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.
9. ***Freedom of Information Act:*** The Consultant shall, within twenty four hours of the City's request, provide any documents in the Consultant's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement.
10. ***Termination of Contract.*** If the Consultant fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Consultant. In the event of a termination, the City shall pay the Consultant for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; or (iii) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.
11. ***Cancellation for Unappropriated Funds:*** The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
12. ***Default.*** In case of default by the Consultant, the City will procure articles or service from other sources and hold the Consultant responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the Consultant fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The Consultant will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.
13. ***Patents:*** The Consultant agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or copywrited material that form a part of the Work covered by the contract.
14. ***Discrimination Prohibited.*** The Consultant shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Consultant agrees that it will *not deny employment to* any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.
15. ***Status of Independent Consultant.*** Both City and Consultant agree that Consultant will act as an Independent Consultant in the performance of the Work. Accordingly, the Independent Consultant shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Consultant's activities in accordance with this agreement, including by way of illustration but not limitation, federal and

state income tax, social security tax, and any other taxes or license fees as may be required under the law. Consultant further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Consultant specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Consultant, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Consultant complies with the terms of this Agreement.

16. *Assignment; Successors and Assigns.* Neither this Agreement, nor any part, rights nor interests hereof, may be assigned, to any other person, firm or corporation without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
17. *Recovery of Costs.* In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.
18. *Waivers of Lien:* The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.
19. *Waiver.* Any failure of either the City or the Consultant to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.
20. *Notification.* All notification under this Agreement shall be made as follows:

If to the Consultant: Strand Associates, Inc. Attn: Michael R. Waldron 1170 South Houbolt Road Joliet, IL 60431	If to the City: City of Wheaton Attn: Director of Engineering 303 W. Wesley Street, Box 727 Wheaton, IL 60189-727
---	---
21. *Integration.* The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.
22. *Non-disclosure.* During the course of the Work s, Consultant may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. Consultant shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.
23. *Force Majeure.* No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

25. **Validity.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

In Witness Whereof, the parties have entered into this 18<sup>th</sup> day of May, 2015.

City of Wheaton, an Illinois municipal corporation

By

Michael J. Gresk (Mayor)

Attest:

Sharon Barrett-Hagen, City Clerk

Strand Associates, Inc.

By

Matthew Strickland 6/11/15

Attest:

Patricia O'Brien



# EXHIBIT A

Strand Associates, Inc.  
Engineering Services  
Planning  
Design  
Construction  
Management

STRAND  
ASSOCIATES

May 12, 2015

Mr. Sarang Lagvankar, Senior Engineer  
City of Wheaton  
303 West Wesley Street  
Wheaton, IL 60189-0727

Re: Proposal for Engineering Services  
Streams Lake Dredging Project

Thank you for the opportunity to provide the City of Wheaton, Illinois (City), with this proposal for engineering services on the Streams Lake Dredging Project. This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the City for the development of engineering drawings and specifications for the dredging of Streams Lake.

## Scope of Services

Strand proposes the following services, based on discussions with City staff and review of the site conditions.

1. Perform a topographic and bathymetric survey of Streams Lake between Creekside Drive and Stonebridge Trail including within 20 feet of the top of bank and approximately 60 feet upstream of the Creekside Drive bridge.
2. Collect, at the time of the bathymetric survey, a total of four composite sediment samples from eight grab samples. The City shall contract separately with a testing firm to test the sediment samples. Sample containers and shipping packages shall be provided by the testing firm. Strand will communicate with the testing firm for pickup of the samples for testing.
3. Review the results of the sediment sampling for inclusion in the project specifications.
4. Develop engineering drawings and technical specifications for the dredging project and provide to the City for review and comment at 75-percent completion. Meet with City staff to review the drawings and specifications.
5. Review bidding and contracting documents provided by the City for agreement with the technical specifications. The contract documents shall name Strand Associates, Inc.® as an indemnified party and additional insured on the awarded contractor's insurance.
6. Prepare and submit a Joint Permit Application to the United States Army Corps of Engineers.

Mr. Sarang Lagvankar, Senior Engineer  
City of Wheaton  
Page 2  
May 12, 2015

7. Attend one preapplication meeting with the City and DuPage County. Prepare and submit a Stormwater Management Permit Application to DuPage County to include Tabs 1, 3A, 3B, 5, 7, and 8.
8. Prepare final engineering drawings and specifications and provide to the City for advertising and bidding the project.
9. Perform a topographic and bathymetric survey upon completion of the dredging operations to create record drawings of Streams Lake.

#### **Service Elements Not Included**

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Proposal.
2. Additional Site Visits and/or Meetings: Additional City-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with the City.
3. Bidding and Construction-Related Services: Bidding and construction-related services for the project will require a separate proposal with the City.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with the City.
5. Geotechnical Engineering: Geotechnical engineering information will be provided through the City and the City's geotechnical consultant. Strand will assist the City with defining initial scope of geotechnical information that is required to allow the City to procure geotechnical engineering services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to the City for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate proposal with the City.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by the City.

Mr. Sarang Lagvankar, Senior Engineer  
City of Wheaton  
Page 3  
May 12, 2015

8. Riparian and Wetland Permitting and Mitigation: Riparian and wetland permitting and mitigation are not anticipated for this project and are not included in the Scope of this Proposal. Service of this type by Strand will be provided through a separate proposal with the City.
9. Preparation for and/or Appearance in Litigation on Behalf of the City: This type of Service by Strand will be provided through a separate proposal with the City.
10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse the City for Strand's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. Strand's cost for such evaluations is not included in the scope of this Proposal. Service of this type by Strand will be provided through a separate proposal with the City.
11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Proposal.
12. Services Furnished During Readvertisement for Bids, if Ordered by the City: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through a separate proposal with the City.
13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate proposal with the City.

### Compensation

The City shall compensate Strand for Services on an hourly rate basis plus expenses an estimated fee of \$39,700, in accordance with the schedule of values on the attached figure.

Expenses incurred will be billed at actual cost.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

Mr. Sarang Lagvankar, Senior Engineer  
City of Wheaton  
Page 4  
May 12, 2015

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by the City but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

#### **Schedule**

Services will begin upon receipt of a signed agreement, which is expected during the week of May 25, 2015. Services, except for record survey and drawings, are scheduled for completion on September 18, 2015. Record survey and drawings are scheduled for completion within 30 days of City approval of the contractor's final completion, weather depending.

#### **City's Responsibilities**

1. Assist Strand by placing at Strand's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by the City relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Strand may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for Strand to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Mr. Sarang Lagvankar, Senior Engineer  
City of Wheaton  
Page 5  
May 12, 2015

### Opinion of Probable Cost

Any opinions of probable cost prepared by Strand are supplied for the City's general guidance only. Strand has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the City.

### Changes

1. The City may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of the City. The fee established herein will not be exceeded without agreement by the City but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

### Payment

The City shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

### Data Provided by Others

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through the City, contractor, or others to Strand and where Strand's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

### Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either the City or Strand. Strand's services under this Proposal are being performed solely for the City's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. the City and Strand agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Strand Associates, Inc.<sup>®</sup>

Mr. Sarang Lagvankar, Senior Engineer  
City of Wheaton  
Page 6  
May 12, 2015

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 815-744-4200 extension 3150.

Sincerely,

STRAND ASSOCIATES, INC.<sup>®</sup>



Michael R. Waldron, P.E.



Client: City of Wheaton, Illinois  
Project: Shreve Lake Reservoir 2015

Project: Stearns Lake Bredging 2015

1122.004





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Sue Simoneau	
Ansay & Associates, LLC. MSN 702 N High Point Road Suite 201 Madison WI 53717		PHONE (A/C, No. Ext): 800-643-6133	FAX (A/C, No): 608-831-4777
		E-MAIL ADDRESS: sue.simoneau@ansay.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CNA Insurance Companies	NAIC # 35289
INSURED		INSURER B:	
Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGEs

CERTIFICATE NUMBER: 1111004159

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	Y		5099170076	1/1/2015	1/1/2016	EACH OCCURRENCE	\$1,000,000	
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Each occurrence)	\$100,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000	
	X XCU Cov. Incl.						PERSONAL & ADV INJURY	\$1,000,000	
	X Blkt. Contractua						GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000	
	POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						\$		
A	AUTOMOBILE LIABILITY			5099170062	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Each accident)	\$1,000,000	
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5099170059	1/1/2015	1/1/2016	EACH OCCURRENCE	\$2,000,000	
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$2,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A	WC595126B44	1/1/2015	1/1/2016	X WC STATUTORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
A	PROFESSIONAL & POLLUTION LIABILITY			AEH113974097	7/11/2014	7/11/2015	Occurrence	2,000,000	
	Full Prior Acts						Aggregate	2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Job Number # 1122.004  
Streams Lake Dredging Project

The City of Wheaton is named as an additional insured on the General Liability as per written agreement

## CERTIFICATE HOLDER

## CANCELLATION

City of Wheaton Attn: Director of Engineering 303 W. Wesley Street, Box 727 Wheaton IL 60189-727	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 