

AGENDA
COMMITTEE OF THE WHOLE
January 11, 2022
2200 Harnish Drive
Village Board Room
7:30 P.M.

Trustee Brehmer- Chairperson
Trustee Auger
Trustee Spella
Trustee Glogowski
Trustee Dianis
Trustee Smith
President Sosine

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Administer Oath of Office to Police Officers**
 - A. Sarah Peters
 - B. Daniel T. Scerbicke
3. **Presentation – Community Survey**
4. **Public Comment – Audience Participation**

(Persons wishing to address the Committee must register with the Chair prior to roll call.)
5. **Community Development**
6. **General Administration**
 - A. Consider Amending Chapter 33, Liquor Control and Liquor Licensing
 - B. Consider Resolution to Authorize the Abatement of a Portion of the Amusement Taxes Imposed Upon the Playing of a Video Gaming Terminal within the Village of Algonquin
7. **Public Works & Safety**
 - A. Consider an Agreement with AT&T to Relocate Overhead Communication Facilities Along Harrison Street, Washington Avenue, and Jefferson St. Underground
 - B. Consider an Agreement with Trotter and Associates for the 2022 Waste Water Facility Plan Update and Expansion
 - C. Consider an Agreement with Trotter and Associates for the Waste Water Treatment Facility Biosolids Handling Improvements
 - D. Consider and Intergovernmental Agreement with the County of McHenry for the Police Social Worker Program
8. **Executive Session (If needed)**
9. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: January 5, 2022
TO: Tim Schloneger, Village Manager
FROM: *Matthew Bajor, Management Analyst*
SUBJECT: 2021 Algonquin Community Survey

During the fall, staff began work on the tenth annual Algonquin Community Survey to residents of the Village. This survey was scientific in design and results are statistically-significant. This statement signifies that results can be used to make inferences about the entire population within a certain degree of accuracy.

Exactly 1,750 residents were randomly selected to complete the survey which was delivered via mail in late September. The overall response rate was 12.7% with 222 residents responding anonymously.

The survey asked questions about quality of life measures, perceptions of safety, quality and importance of Village programs and services, performance of Village employees, and general demographic information.

The Algonquin Community Survey provides an enhanced means to:

- Foster a continuous improvement organizational culture
- Allocate budgetary resources using a data-driven approach
- Measure progress toward strategic goals
- Evaluate municipal services through the voice of our customers (residents)

A presentation of the results will be presented to the Committee of the Whole at their meeting on January 11. Additionally, a full report will also be provided to the Village Board to augment the presentation.

The survey report will be published online with past reports at www.algonquin.org/survey and information will also be accessible through the [Comprehensive Results Dashboard](#).

Please do not hesitate to contact Michael Kumbera, Assistant Village Manager, or myself with any questions.

Attachment (1)

- Background & Executive Summary



2021

Algonquin Community Survey
Report of Results



Mission Statement and Values

Mission Statement

The mission of the people of Algonquin is to foster a harmonious, distinctive community with a strong sense of place, preserving its ecological and historical richness, providing a safe and comfortable environment, through a responsible use of community resources, and developing ownership and pride in the community through significant citizen involvement in all civic, social, and cultural affairs.

To this end, we will provide for the needs of today, prepare for the demands of tomorrow, and Remain mindful and respectful of the past.

Values

Respect

We are committed to fairness, inclusion, justice, compassion, and equal outcomes for all. We are open-minded and treat all individuals with respect and dignity.

Integrity

We are committed to the highest ideals of honor and integrity in all public and professional relationships.

Stewardship

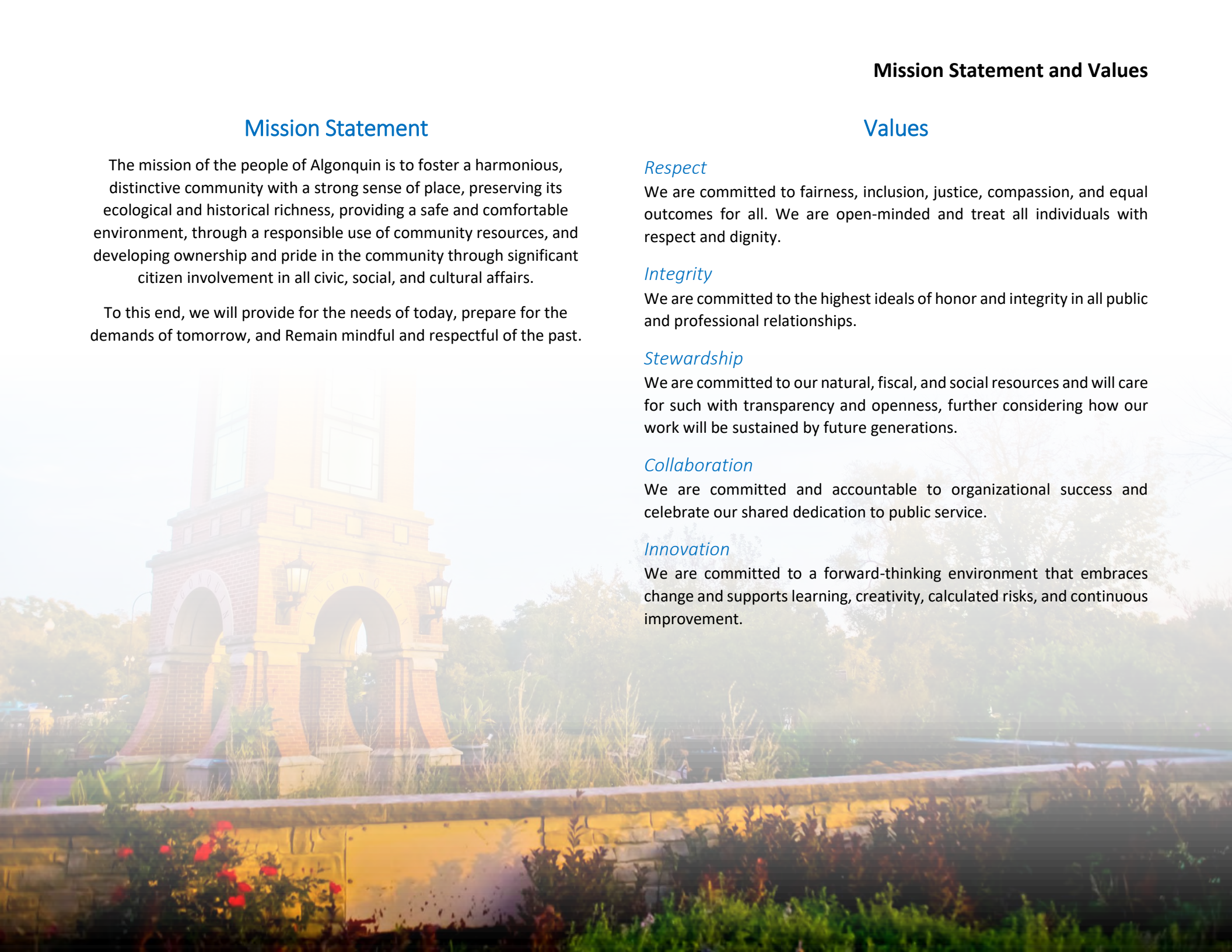
We are committed to our natural, fiscal, and social resources and will care for such with transparency and openness, further considering how our work will be sustained by future generations.

Collaboration

We are committed and accountable to organizational success and celebrate our shared dedication to public service.

Innovation

We are committed to a forward-thinking environment that embraces change and supports learning, creativity, calculated risks, and continuous improvement.



This report consists of the results from the eighth annual Algonquin Community Survey which was conducted in 2021. Goals of the survey are to evaluate municipal services and resident's perceptions of the community, identify trends, and develop strategies for future service delivery.

Project information and historic reports are available at: www.algonquin.org/survey.

Project Summary

In September 2021, the Algonquin Community Survey was sent to randomly selected households in the community. Village staff was responsible for designing, administering, tabulating, and reporting the results of the Algonquin Community Survey. All Village department heads were given an opportunity to review draft versions. Every year, the Algonquin Community Survey instrument is reviewed and evaluated to determine any necessary modifications in the survey format needed to accurately capture resident opinions, while maintaining its integrity for meaningful year-to-year analysis.

The three-page survey was mailed to 1,750 randomly selected households on September 24, 2021. Households were given 22 days to complete and return the survey. During the fall months of 2021, staff entered raw data into Microsoft Excel. Following entry into Excel, data was analyzed and various cross-tabulations were performed. Cross-tabulations allow users the ability to "drill down" within the results to see how certain segments of the population responded. For example, results can be broken down by age, gender, location of household, and length of residency. This information is useful in identifying underlying trends.

The survey instrument is also available for residents to complete online. Residents that received survey instruments were also given unique identifiers that allowed them to access the survey. The results from the online version were formatted such that they aligned with the questions

and answers in the mailed survey instrument. The feedback from both surveys is combined for calculations.

Margin of Error

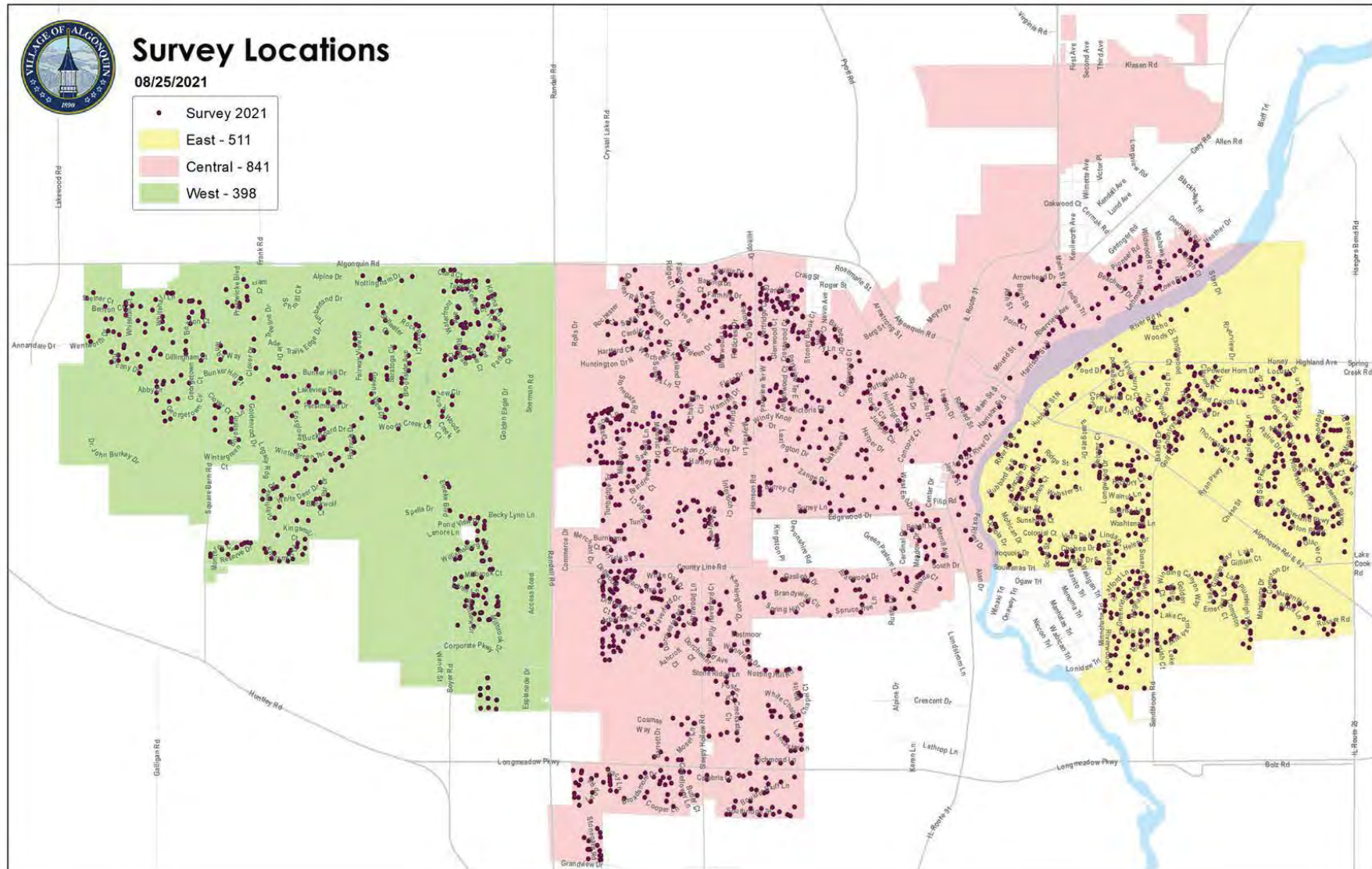
The Algonquin Community Survey was conducted with a 90% confidence level and a margin of error of 5.5%, plus or minus. Based on the survey responses received, 90% of the time, the results of a survey should differ by not more than 5.5% in either direction from what would have been obtained by surveying all households in Algonquin's population base.

Report

This report summarizes the results for each question in the survey and reports on any variances in attitude or perception where significant among demographic subgroups. This survey also reports year-to-year comparisons to help identify trends and changes.



Sample Distribution and Response



Of the 1,750 surveys distributed, 222 were returned for a 12.7% overall response rate. Further delineating response rate by geography, households East of the Fox River had a 16.0% response rate, households west of the Fox River and east of Randall Road had a 14.7% response rate, and households west of Randall Road had an 11.8% response rate. A total of seven respondents did not indicate in what area of Algonquin they resided.

Quality of Life

The Village of Algonquin earns its reputation as the "Gem of the Fox River Valley" by providing quality services and amenities to the community. This category asks residents to evaluate the overall quality and image of Algonquin, as well as Algonquin as a place to live, work, and play.

The highest rated measure for this category is Algonquin as a Place to Live, receiving a positive (Good or Excellent) rating of 95.4% by respondents. The next two top-rated measures are Your Neighborhood as a Place to Live (92.1%) and Cleanliness of Algonquin (91.2%).

Traffic Flow on Major Streets (50.0%), Employment Opportunities (56.4%), and Value of services for the taxes paid to the Village of Algonquin (58.7%) are the bottom most rated measures in this category.

Police/Public Safety

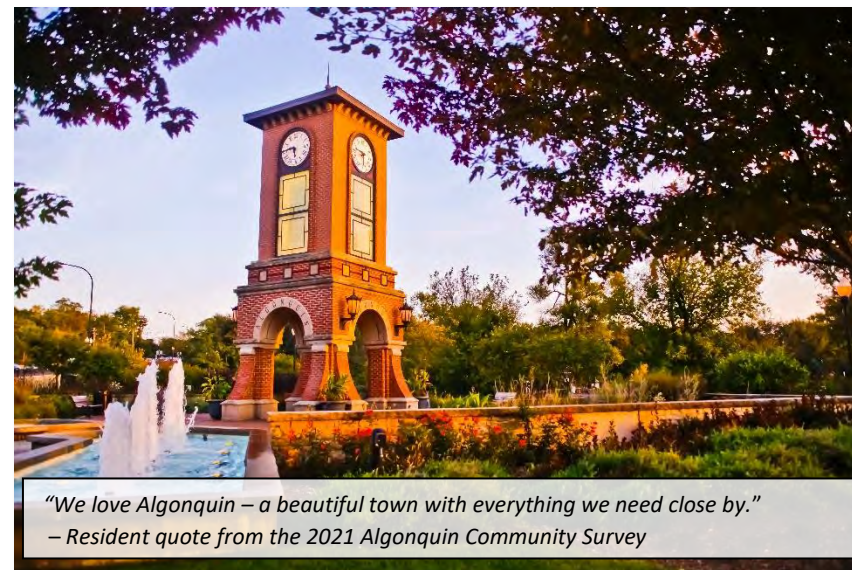
Ensuring public safety is one of the most critical charges of municipal government. The results of the Algonquin Community Survey indicate the vast majority of Algonquin residents feel safe in their neighborhoods.

This year, the highest rated measure for this category is 911 Services (96.6%), followed by Crime Prevention (93.1%) and Responding to Citizen Calls (88.6%).

The bottom most rated measures for Police/Public Safety include Traffic Enforcement (73.9%) and Patrol Services (79.9%).

The Village of Algonquin Police Department is charged with protecting the safety and welfare of the public. During the 2019 calendar year, the Police Department responded to 15,001 service calls. In 2020, the Police Department responded to 14,155 service calls.

Fire protection and emergency medical services are provided to the community by the Algonquin-Lake in the Hills Fire Protection District, Carpentersville & Countryside Fire Protection District, and Huntley Fire Protection District.



Public Works/Infrastructure

Residents were asked to rate the quality of Public Works and infrastructure-related services in Algonquin.

The highest rated measure for this category is Public Property Maintenance (90.0%), followed by Public Property Beautification (87.4%) and Sewer Services (85.5%).

Drinking Water (68.4%), Street Improvement (74.5%), and Tree Trimming (75.9%) are the bottom most rated measures in this category.

The Village of Algonquin has 130-miles of municipal-owned and maintained streets; 165-miles of water mains; 137-miles of sanitary sewer; and over 10,000 municipal-owned and maintained trees.

In addition, Algonquin continues to receive recognition for providing premier parks and trails for its residents and it has been named a Tree City USA for 25 consecutive years, since 1996, by the Arbor Day Foundation.

Parks/Recreation

Parks and recreational services add to the high quality of life that Algonquin residents enjoy.

The highest rated measure for this category is Parks Maintenance (89.8%). The following top two rated measures are: Quality of Village Parks (83.3%) and Preservation of Natural Areas (80.5%).

The bottom rated measures in this category are: Swimming Pool Facility (60.2%), Recreation Facilities (59.3%), and Special Events (59.0%).

The Village of Algonquin owns and maintains all parks within the Village limits. There are currently 21 active park sites that span nearly 166 acres within the Village. Algonquin Recreation provides activity programs and special events at these parks and other facilities, including Historic Village Hall and the Lions-Armstrong Memorial Pool.

Additionally, Barrington Hills Park District, Dundee Township Park District, and the Huntley Park District serve portions of Algonquin.

Community Development

The Community Development Department is responsible for planning/zoning, building permitting, economic development, and code enforcement.

The highest rated measures in this category are Ease/Efficiency of Obtaining Permits (79.3%). The next two top rated measures are Economic Development (73.9%) and Overall Community Development (79.1%).

The bottom most rated measure this year was Code Enforcement (69.8%).

In calendar year 2020, the Community Development Department issued 2,926 building permits. In 2021, the Department issued 3,557 building permits.

General Services

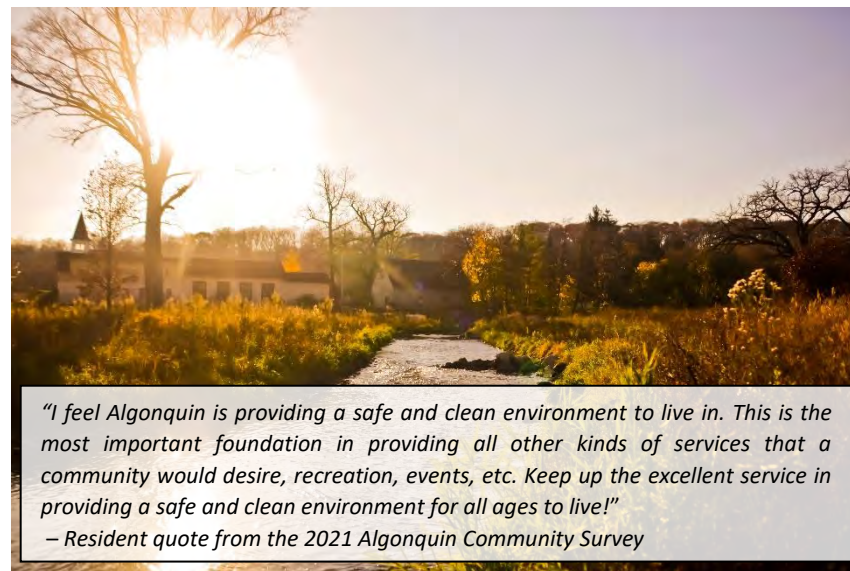
This section of the Algonquin Community Survey asked respondents to evaluate services and programs ranging from the Village newsletter to promoting the Village to attract visitors.

The highest rated measure in this category is Online Payment Options (92.7%). The next two top rated measures are Recycling (92.5%) and Garbage Collection (91.6%).

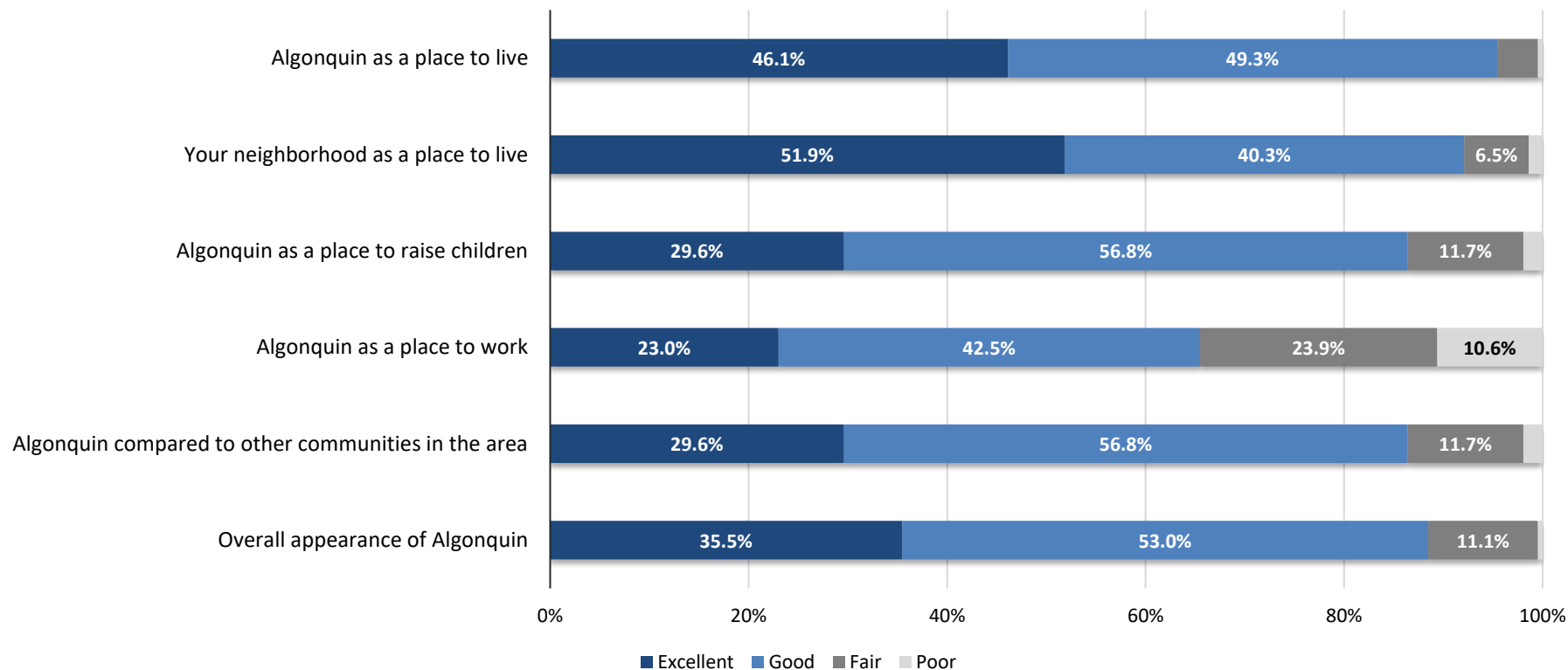
The bottom most rated measure in this category is Promoting Village to Attract Visitors (61.5%).

Customer Service

Overall, employee interaction was rated overwhelmingly Excellent or Good in all three evaluation categories: knowledgeable (91.3%), responsive (94.8%), and courteous (92.2%). **Overall, 93.1% of residents rated their interactions with Village employees as positive.**



Quality of Life in Algonquin

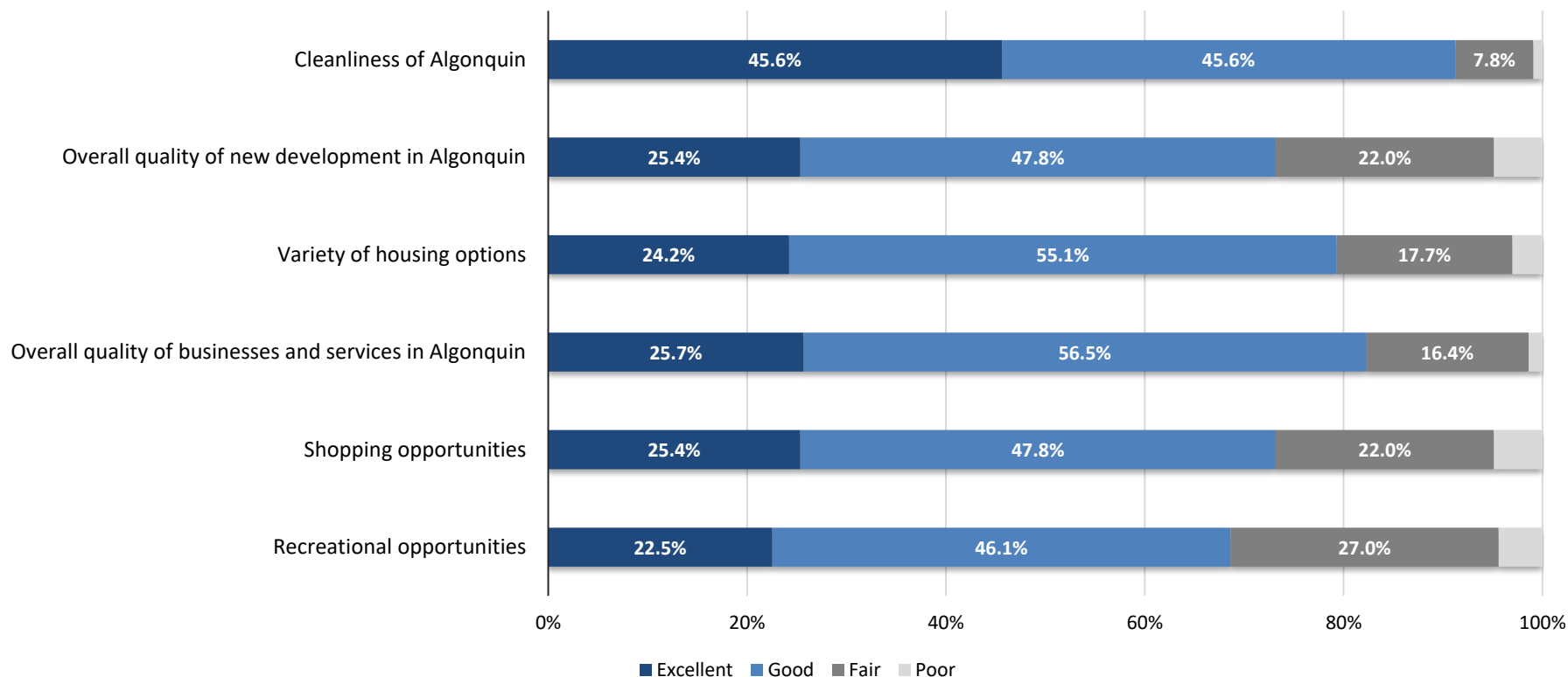


The chart above illustrates the first of four charts that quantify perceptions of quality of life in Algonquin. The term "positive" will be used as a combination of both "excellent" and "good" ratings. **95.4% of respondents rated Algonquin as Place to Live positively.** In 2020, 89.7% of respondents rated this measure positively.

An area of concern is Algonquin as a Place to Work, which received a significant number of Fair (23.9%) and Poor (10.6%) ratings. This measure also received a significant number of Fair (25.0%) and Poor (12.9%) ratings in 2020. However, this measure’s positive ratings have increased by 2.1% annually since 2015.

The biggest change from 2020 to 2021, in this section, is Overall Appearance of Algonquin (+6.6%), an increase from 2020. The increase in this measure can be attributed to significant completion of visual enhancements made to the Village like the Downtown Streetscape Redevelopment project.

Quality of Life in Algonquin (Part 2)

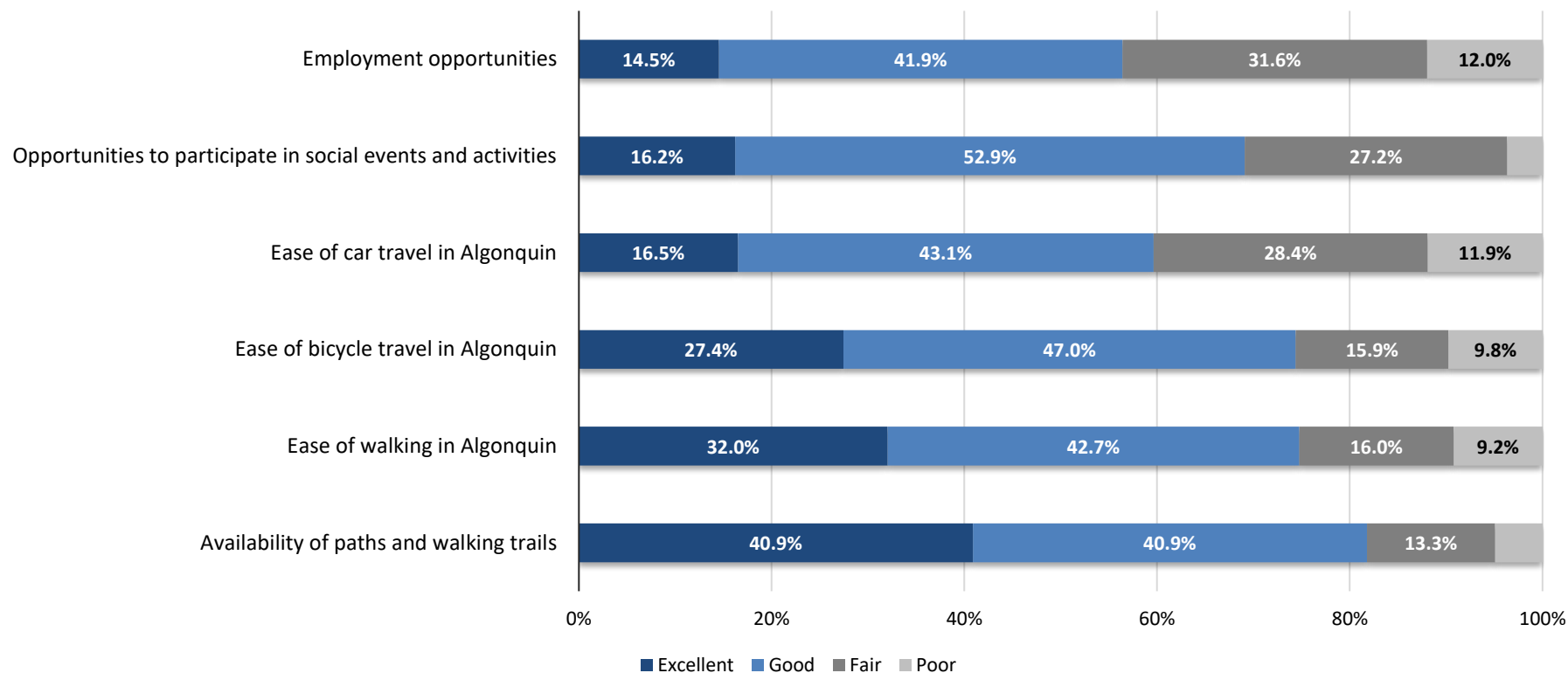


The chart above illustrates the second of four charts that quantify perceptions of quality of life in Algonquin. **91.2% of respondents rated the Cleanliness of Algonquin as positive.** In 2020, of 84.7% of respondents rated this measure positively.

An area of concern is Shopping Opportunities, which received a significant number of Fair (14.4%) and Poor (1.4%) ratings. This measure also received a significant number of Fair (11.8%) and Poor (5.5%) ratings in 2020. Positive ratings for this measure have decreased 1.2% annually since 2015; however, interest in commercial investment may impact this measure positively such as those planned by the Red Mountain Group in the Algonquin Commons.

Recreational Opportunities received 8.7% more positive ratings when compared to 2020. From 2019 to 2020, this measure decreased 8.4% due to restrictions resulting from COVID-19. This measure is also expected to remain the same, if not increase, as recreation programs continue to recover.

Quality of Life in Algonquin (Part 3)

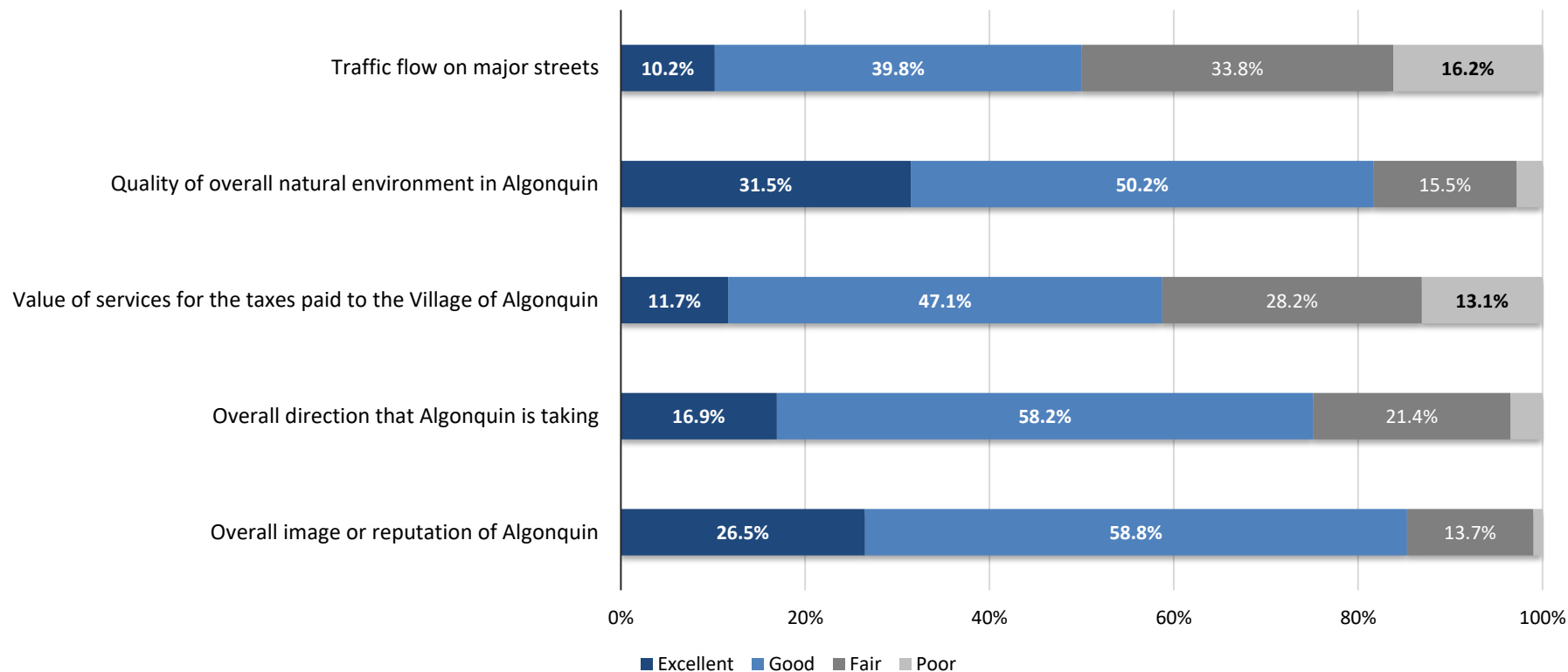


The chart above illustrates the third of four charts that quantify perceptions of quality of life in Algonquin. **81.8% of respondents rated the Availability of Paths and Walking Trails positively.** In 2020, 75.2% of respondents rated this measure positively.

An area of concern is Employment Opportunities, which received a significant number of Fair (31.6%) and Poor (12.0%) ratings. This measure also received a significant number of Fair (37.7%) and Poor (18.0%) ratings in 2020. At the onset of the COVID-19 pandemic, Algonquin experienced an unemployment rate of 14.4%, largely due to closures in the dining and hospitality industries. This measure has since increased 12.1% as these industries, as well as the unemployment rate, have recovered.

Ease of Car Travel in Algonquin increased by 23.0% when compared to 2020. The increase is a result of completion of major roadway projects such as McHenry County’s Randall Road Corridor Improvement project and the Village’s Old Town Streetscape Redevelopment project.

Quality of Life in Algonquin (Part 4)

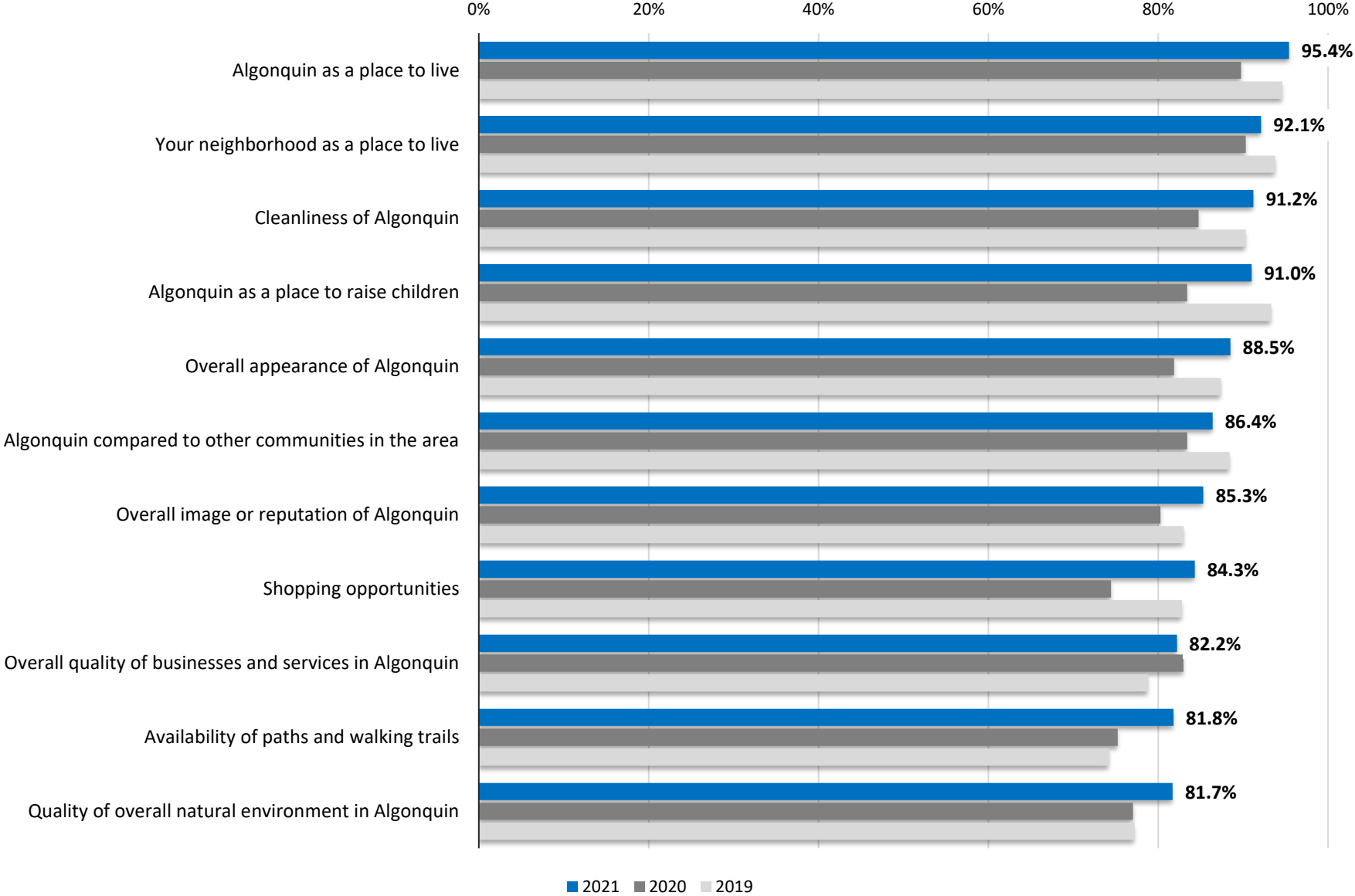


The chart above illustrates the last of four charts that quantify perceptions of quality of life in Algonquin. **85.3% of respondents rated the Overall Image or Reputation of Algonquin as positive.** In 2020, 80.3% of respondents rated this measure positively.

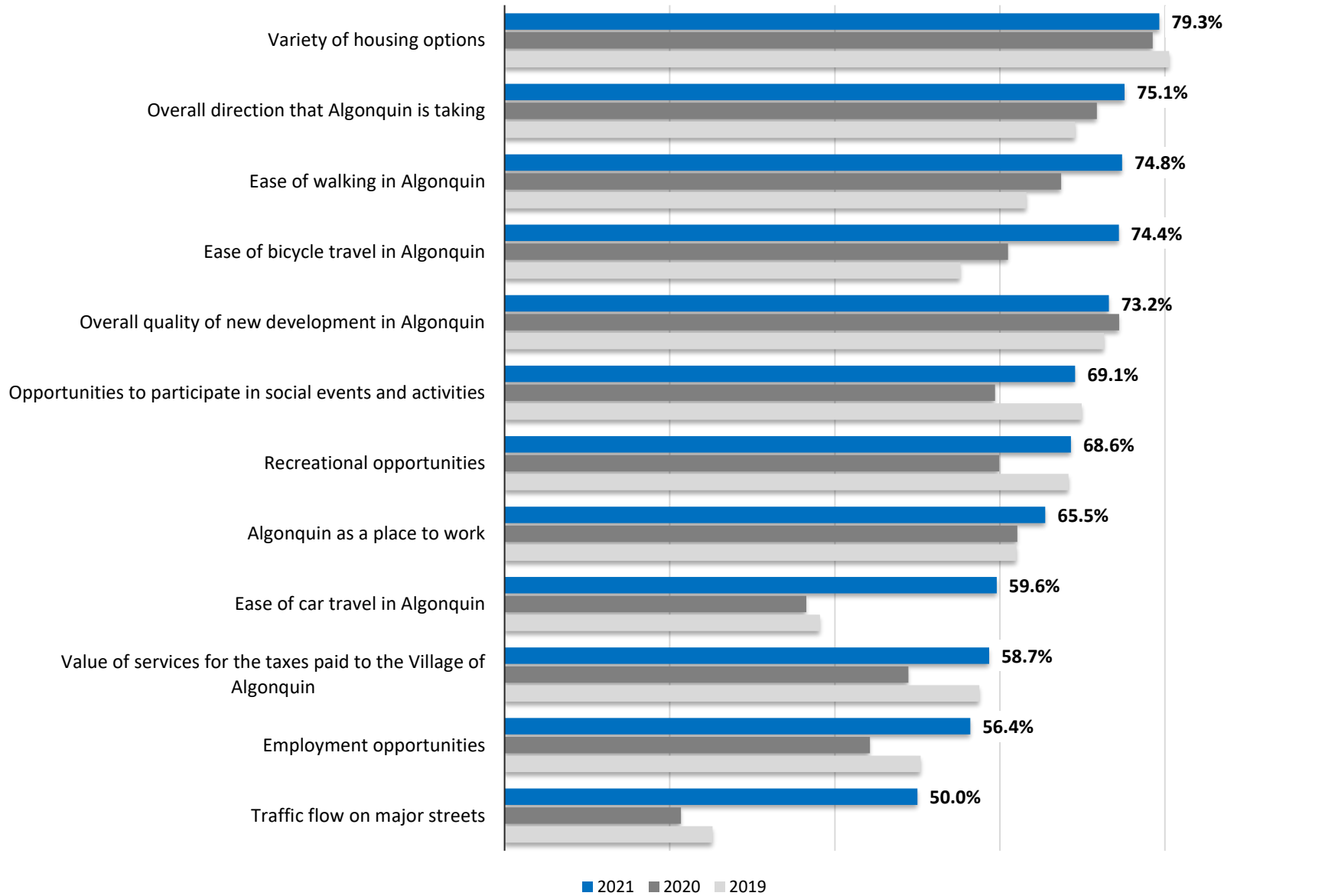
An area of concern is Value of Services for the Taxes Paid to the Village of Algonquin, which received a significant number of Fair (28.2%) and Poor (13.1%) ratings. This measure also received a significant number of Fair (34.0%) and Poor (17.0%) ratings in 2020. The Village portion of the property tax is approximately 6 percent. In other words, for every dollar that is paid by residents in property tax, the Village receives six cents. Schools, fire protection, county, and other taxing bodies (library, township, conservation, community college, etc.) comprise the remainder of the property tax bill.

The biggest change from 2020 to 2021, in this section, is Traffic Flow on Major Streets (+28.6%), an increase from 2020. Completion of McHenry County’s Randall Road Corridor Improvement project and the Illinois Department of Transportation’s repainting of the bridge crossing the Fox River on Illinois Route 62 (Algonquin Road) contributed to this increase.

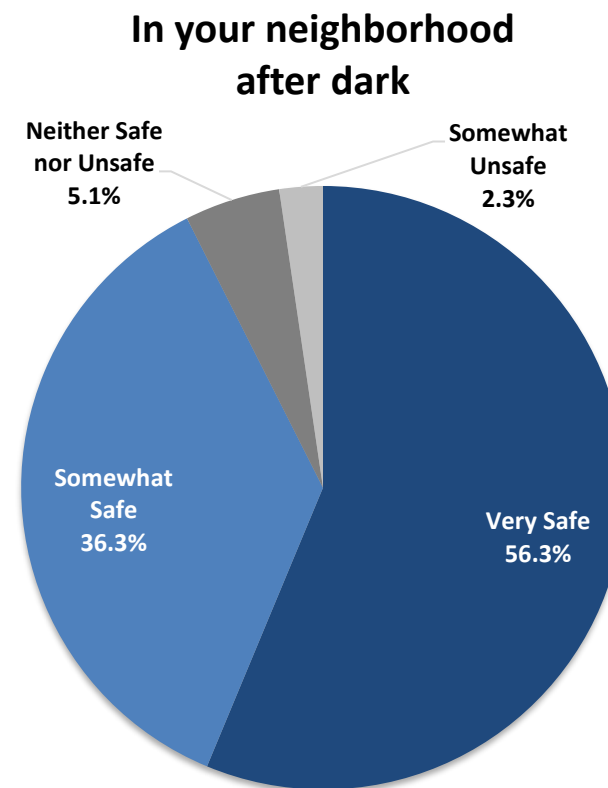
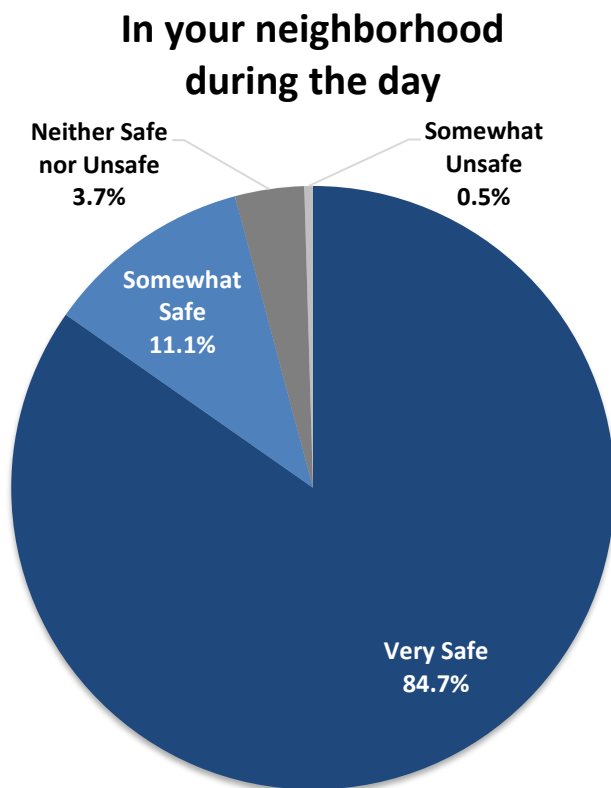
Quality of Life Year-to-Year Positive Rating Comparison: 2019 - 2021



Quality of Life Year-to-Year Positive Rating Comparison: 2019 - 2021 (Part 2)



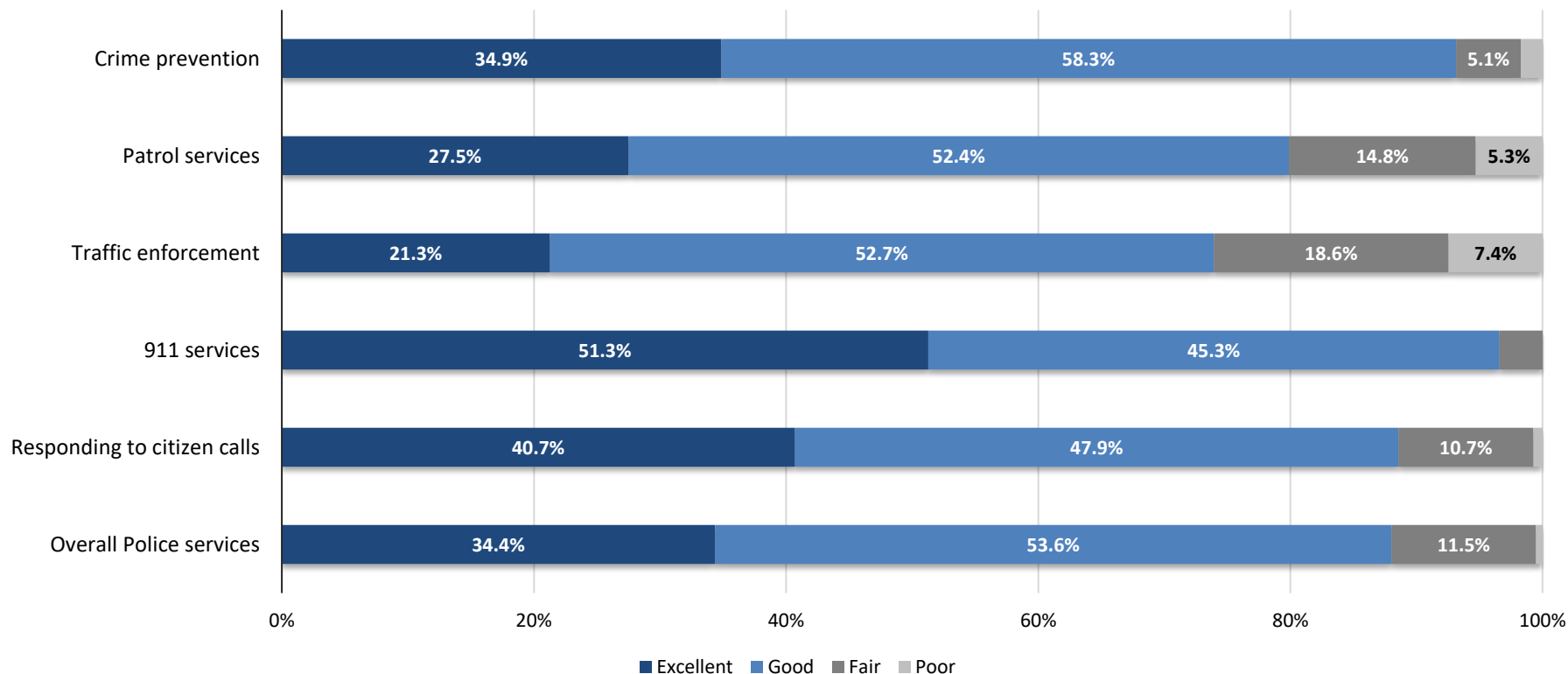
Public Safety: How Safe Do You Feel...



The above chart illustrates respondents' ratings as to how safe they feel in their neighborhood during the day. **Overall, 96% of respondents indicated that they feel either Very Safe or Somewhat Safe during the day.** Less than 1% of residents reported feeling less than safe during the day.

The above chart illustrates respondents' ratings on how safe they feel in their neighborhood after dark. **Overall, 93% of respondents indicated that they feel either Very Safe or Somewhat Safe after dark.** Around 2% of respondents state that they feel less than safe in their neighborhood after dark.

Quality Ratings: Police/Public Safety Summary

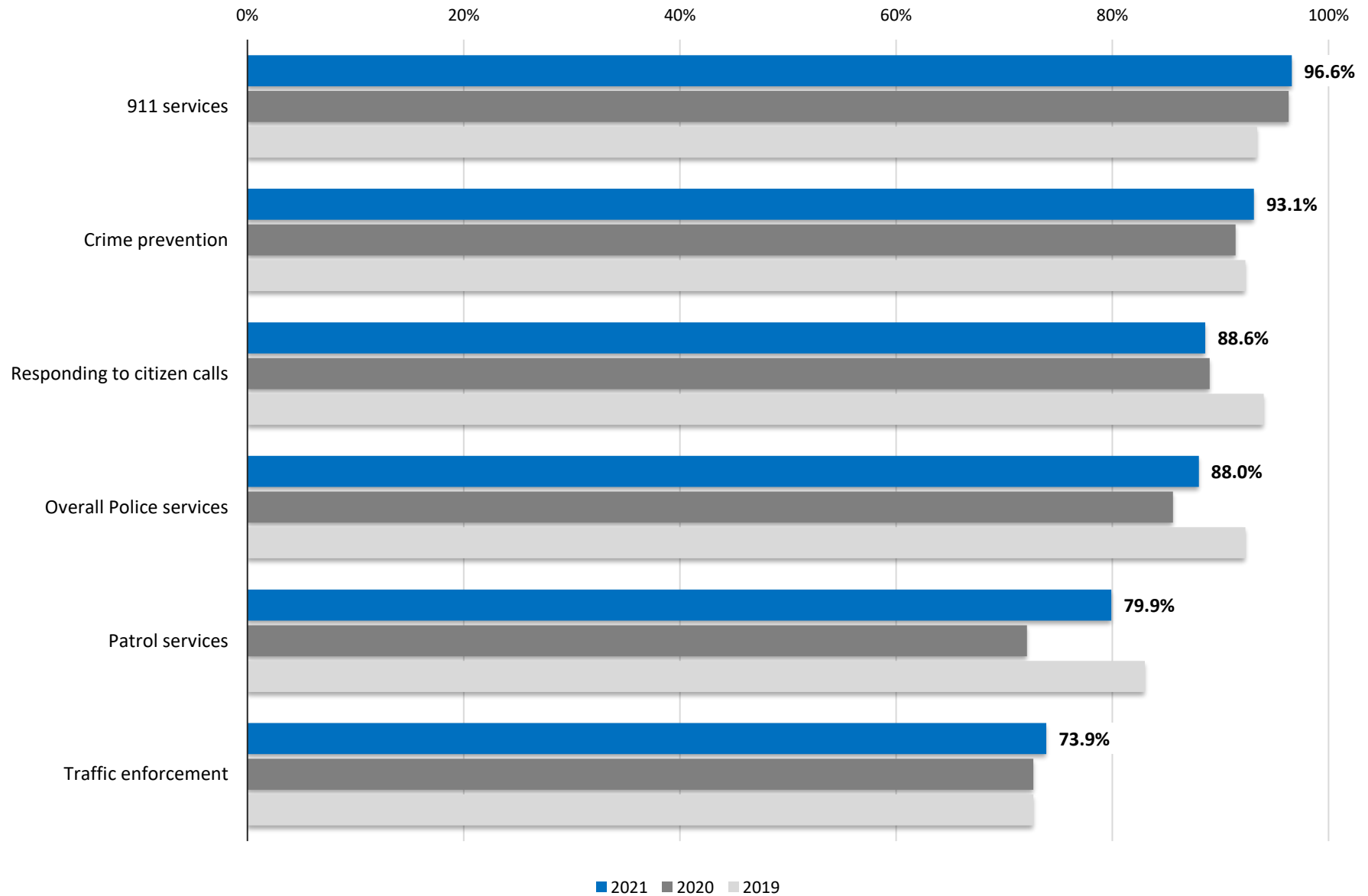


The chart above illustrates quality ratings related to police and public safety services. **96.6% of respondents rated 911 Services as positive.** In 2020, 96.3% of respondents rated this measure positively.

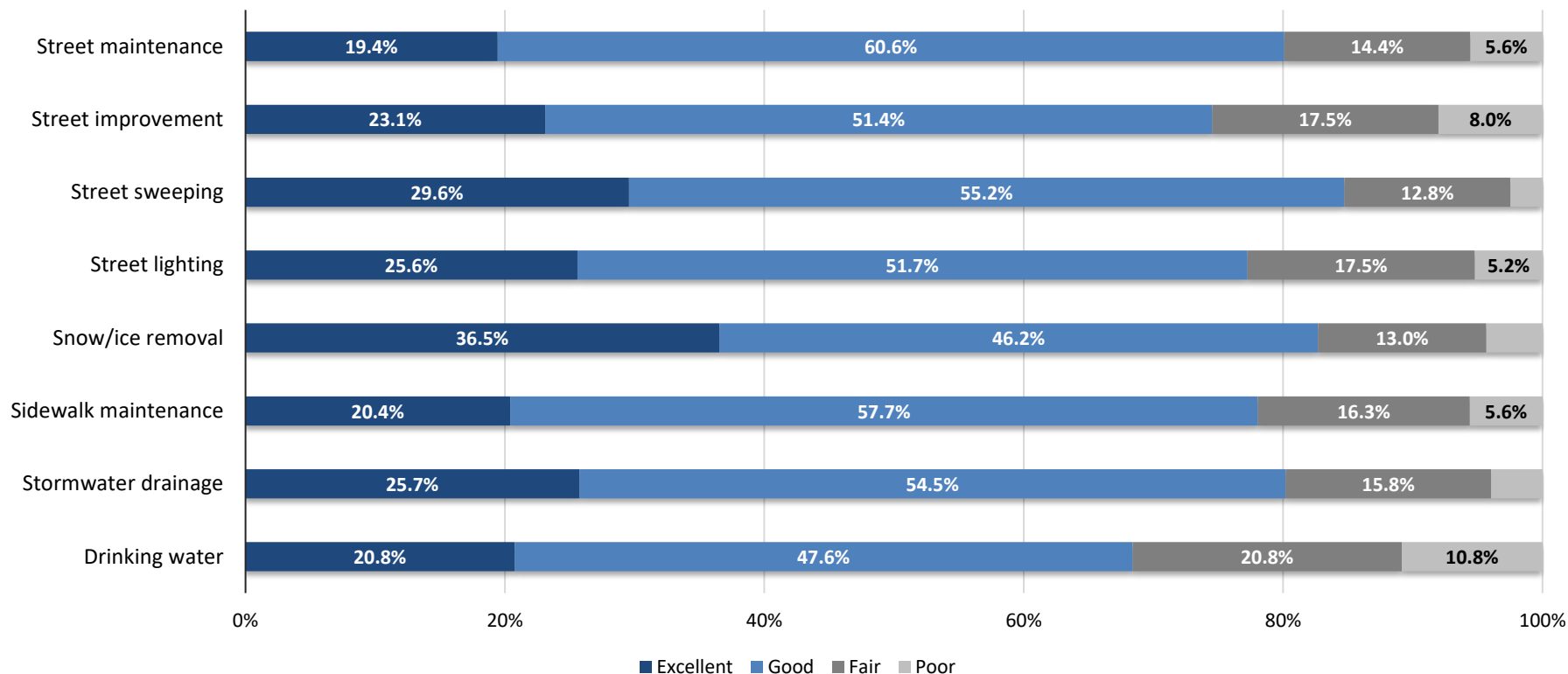
An area of focus is Traffic Enforcement, which received a significant number of Fair (18.6%) and Poor (7.4%) ratings. This measure also received a significant number of Fair (15.8%) and Poor (11.5%) ratings in 2020. The Algonquin Police Department regularly participates in traffic enforcement campaigns during major holidays like Independence Day and Labor Day, which are funded through programs by the Illinois Department of Transportation and National Highway Safety Traffic Administration.

The biggest change from 2020 to 2021, in this section, is Patrol Services, which increased 7.8% from 2020. Since 2015, this measure has increased approximately 1.5% each year.

Police/Public Safety Year-to-Year Positive Rating Comparison: 2019 - 2021



Quality Ratings: Public Works/Infrastructure Summary

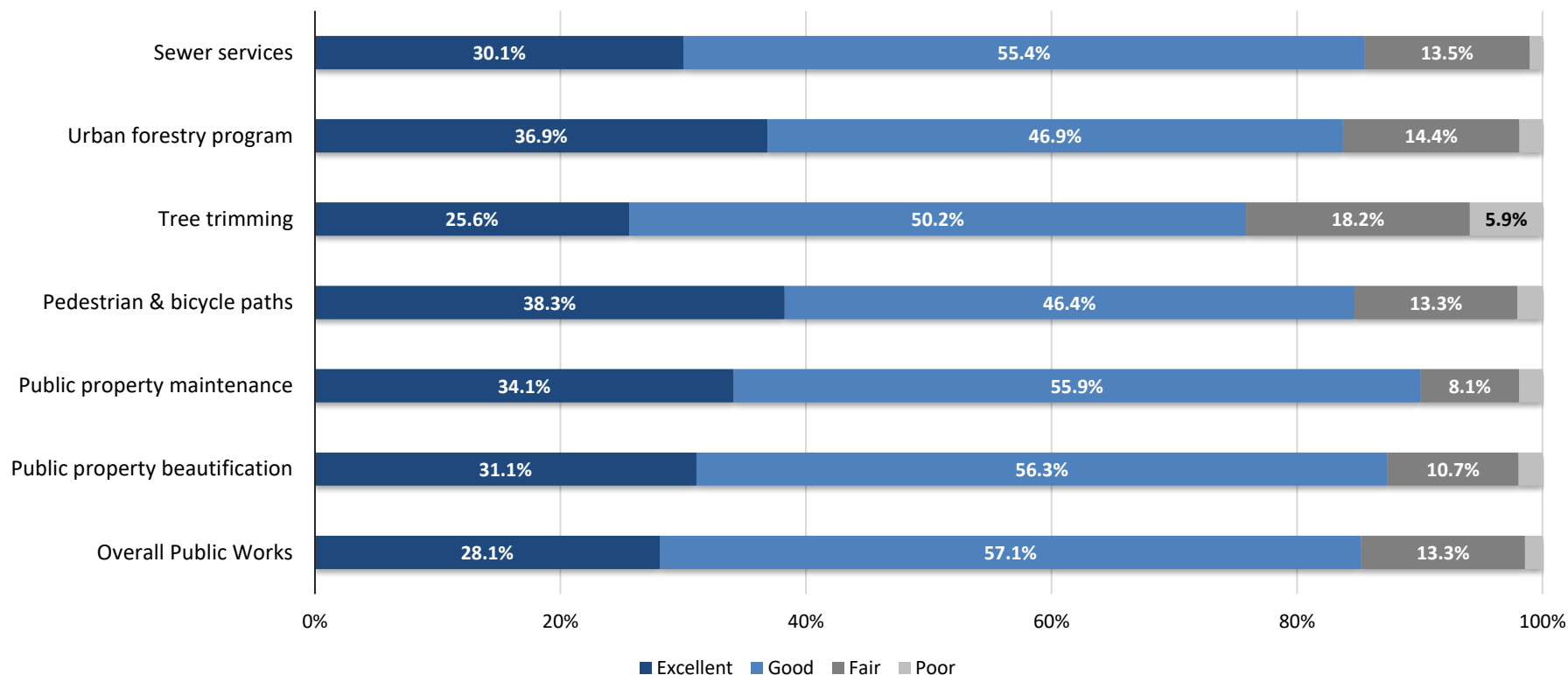


The chart above illustrates quality ratings related to public works and infrastructure services. **84.7% respondents rated Street Sweeping as positive.** This measure received positive ratings from 70.0% of respondents in 2020.

An area of focus is Drinking Water, which received a significant number of Fair (20.8%) and Poor (10.8%) responses. This measure also received a significant number of Fair (21.9%) and Poor (13.7%) ratings in 2020. Annual water quality reports can be accessed on the Village’s website.

The biggest change from 2020 to 2021, in this section, is Street Maintenance (+17.2%), an increase from 2020. During the year, the Village completed roadway improvements to Algonquin Lakes Subdivision, Lake Drive South, Scott Street, and Terrace Hill Subdivision. The Village also began roadway improvements to Harnish Drive. A schedule of current and upcoming capital improvement projects being conducted by the Village can be viewed under the "Capital Improvement Project Funds" section in the budget document for the current fiscal year by visiting www.algonquin.org/transparency.

Quality Ratings: Public Works/Infrastructure Summary (Part 2)

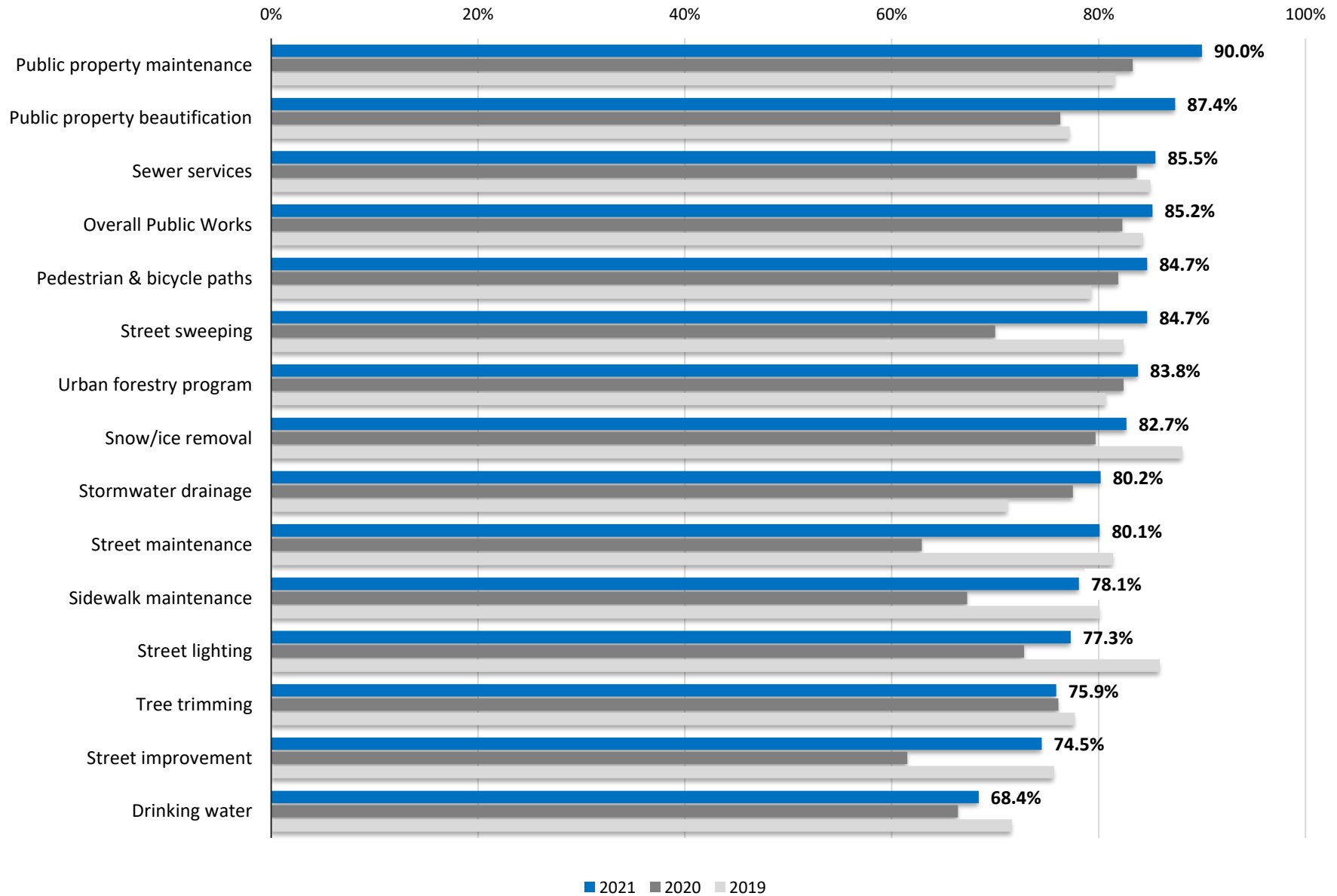


Above is another chart that illustrates quality ratings related to public works and infrastructure services. **90.0% of respondents rated Public Property Maintenance as positive.** In 2020, 83.3% of respondents rated this measure positively.

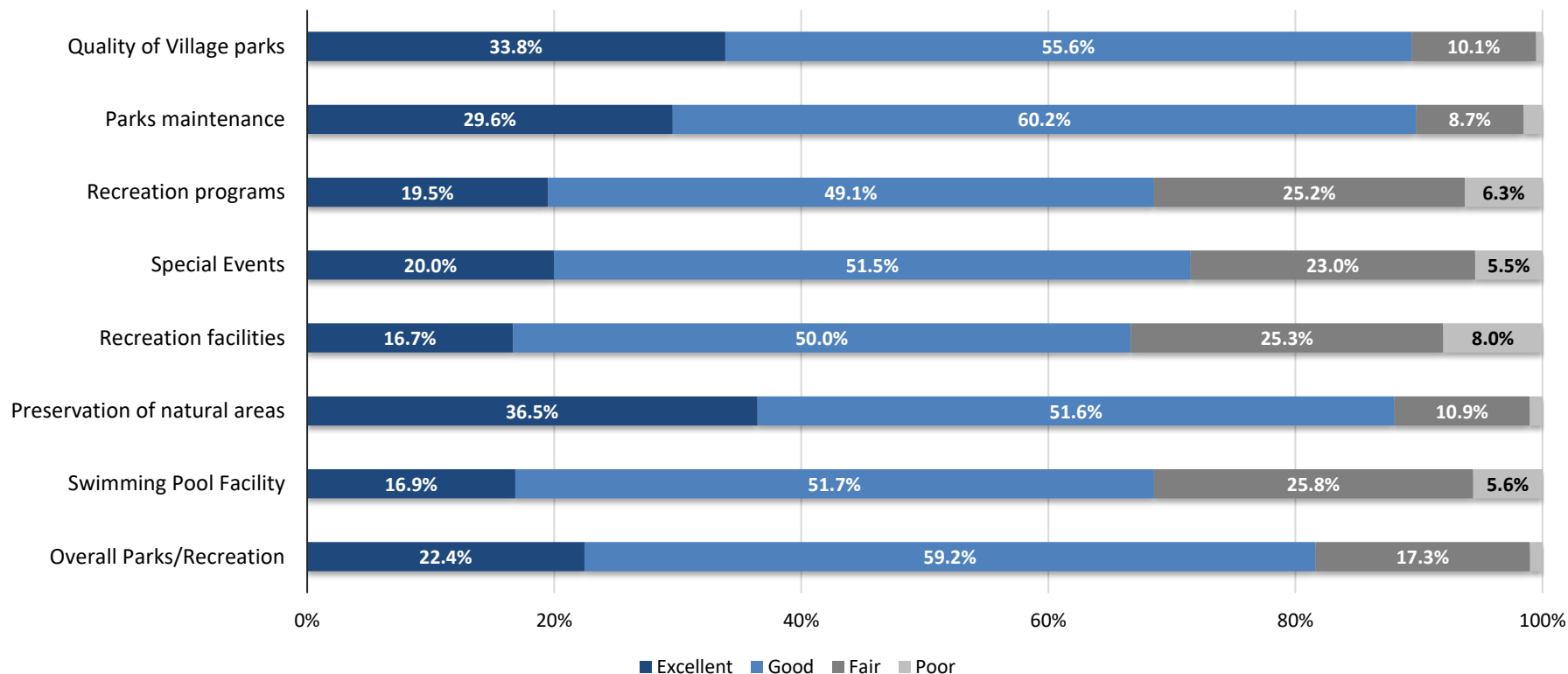
An area of focus remains Tree trimming, which received a significant number of Fair (18.2%) and Poor (5.9%) responses. This measure also received a significant number of Fair (17.4%) and Poor (6.6%) ratings in 2020. This measure decreased slightly from 2020 (-0.2%); however, the measure has increased 4.7% since the inception of the survey.

The biggest change from 2020 to 2021, in this section, is Pedestrian and Bicycle Paths (+11.1%), an increase from 2020. The increase can be attributed to completion of capital improvements such as the Old Town Streetscape Redevelopment and Stoneybrook Park Redevelopment projects.

Public Works Year-to-Year Positive Rating Comparison: 2019 - 2021



Quality Ratings: Parks/Recreation

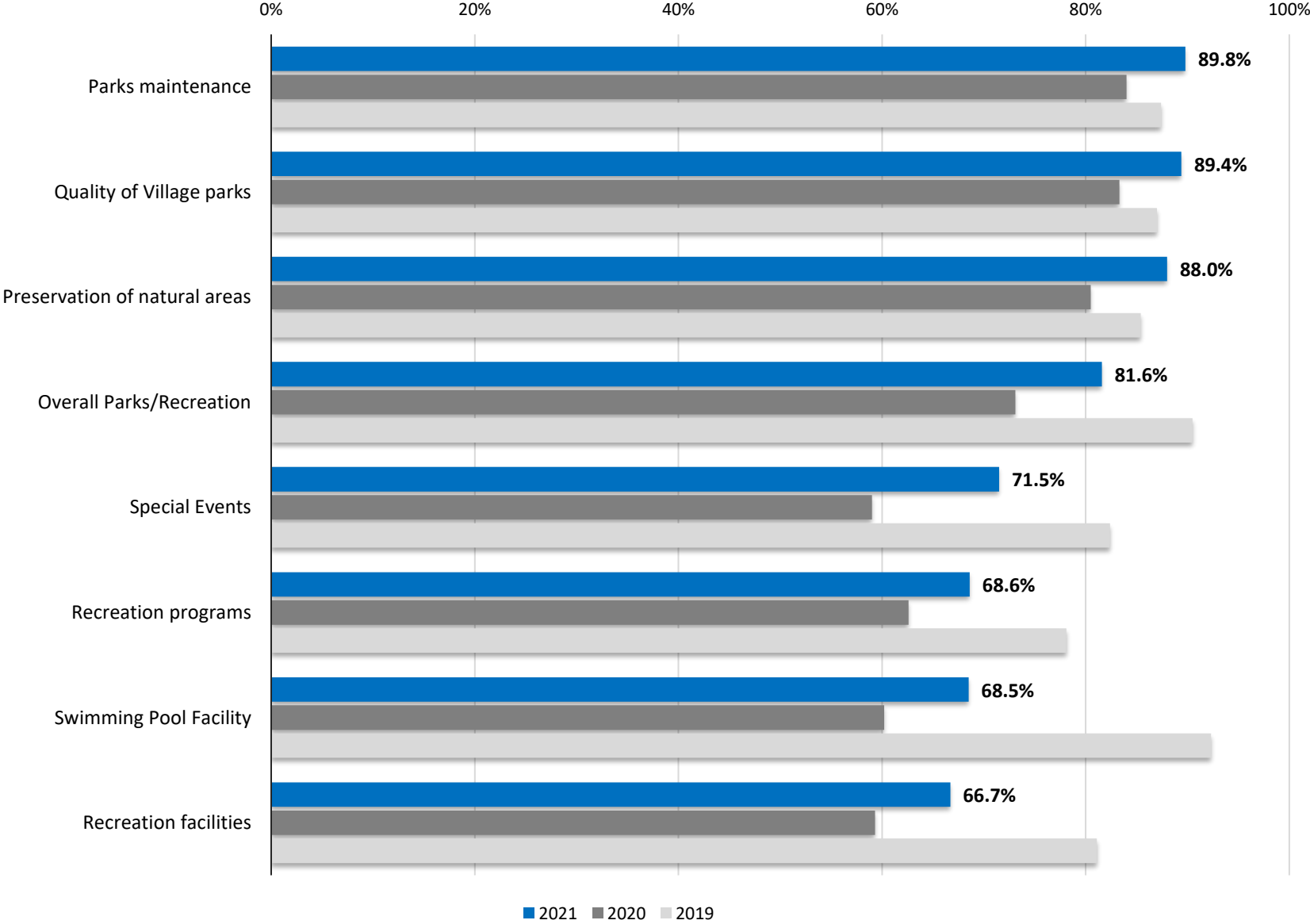


The above chart illustrates quality ratings related to parks and recreation services. **Parks Maintenance was rated the highest in this category with 89.8% of respondents rating it positive.** In 2020, 84.0% of respondents rated this measure positively.

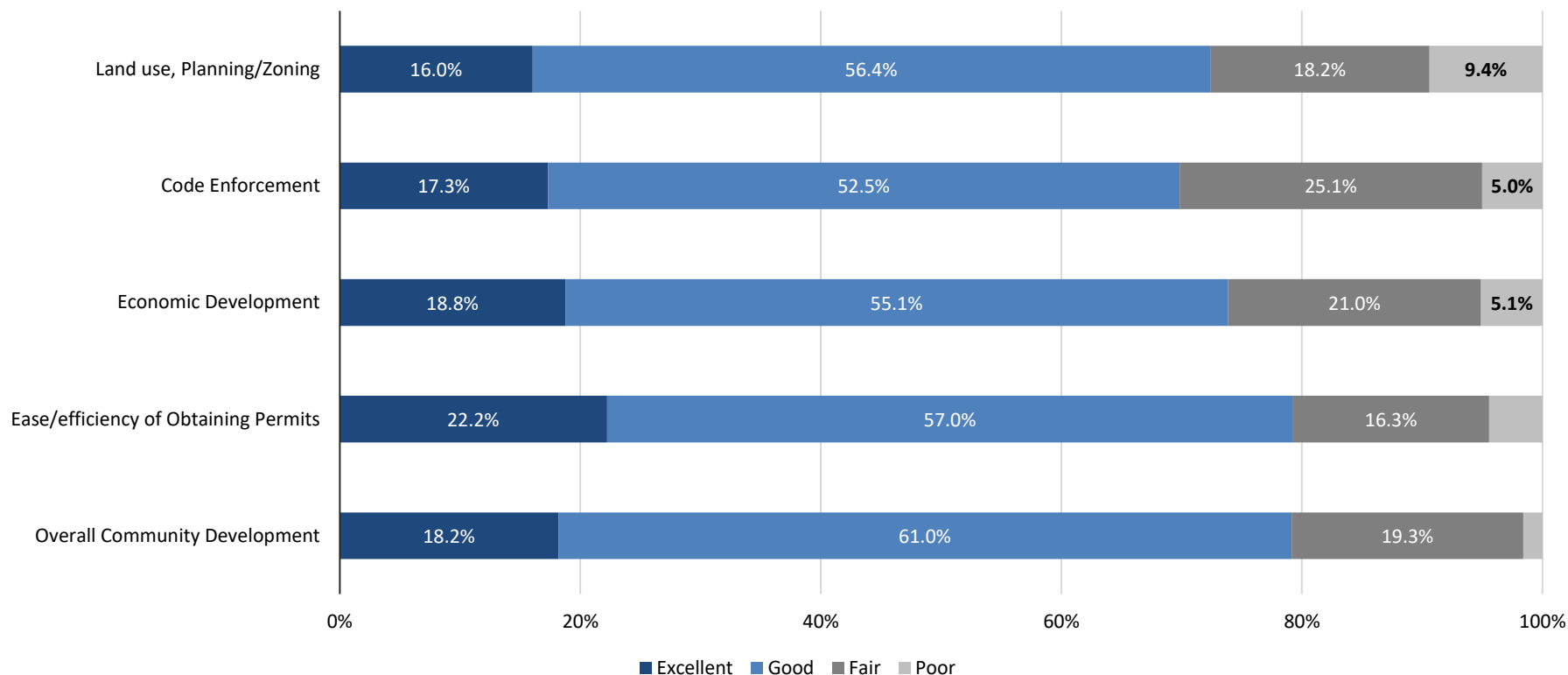
An area of focus is Recreation Facilities, which received a significant number of Fair (25.2%) and Poor (6.3%) responses. This measure received significantly less Fair (28.1%) and Poor (12.6%) ratings in 2020. In 2020, the Village Board adopted the Parks and Recreation Master Plan, which identifies and outlines strategic goals and projects over the course of the next ten years, including park and facility improvements.

The biggest change from 2020 to 2021, in this section, is Special Events (+12.5%), an increase from the previous year. In 2020, Special Events decreased 23.4% resulting from cancellation of events due to COVID-19 restrictions. Special events have resumed since summer 2021 with the Algonquin Summer Concert Series and Art on the Fox. With plans to continue hosting those and other events, this measure should continue to increase.

Parks/Recreation Year-to-Year Positive Rating Comparison: 2019 - 2021



Quality Ratings: Community Development

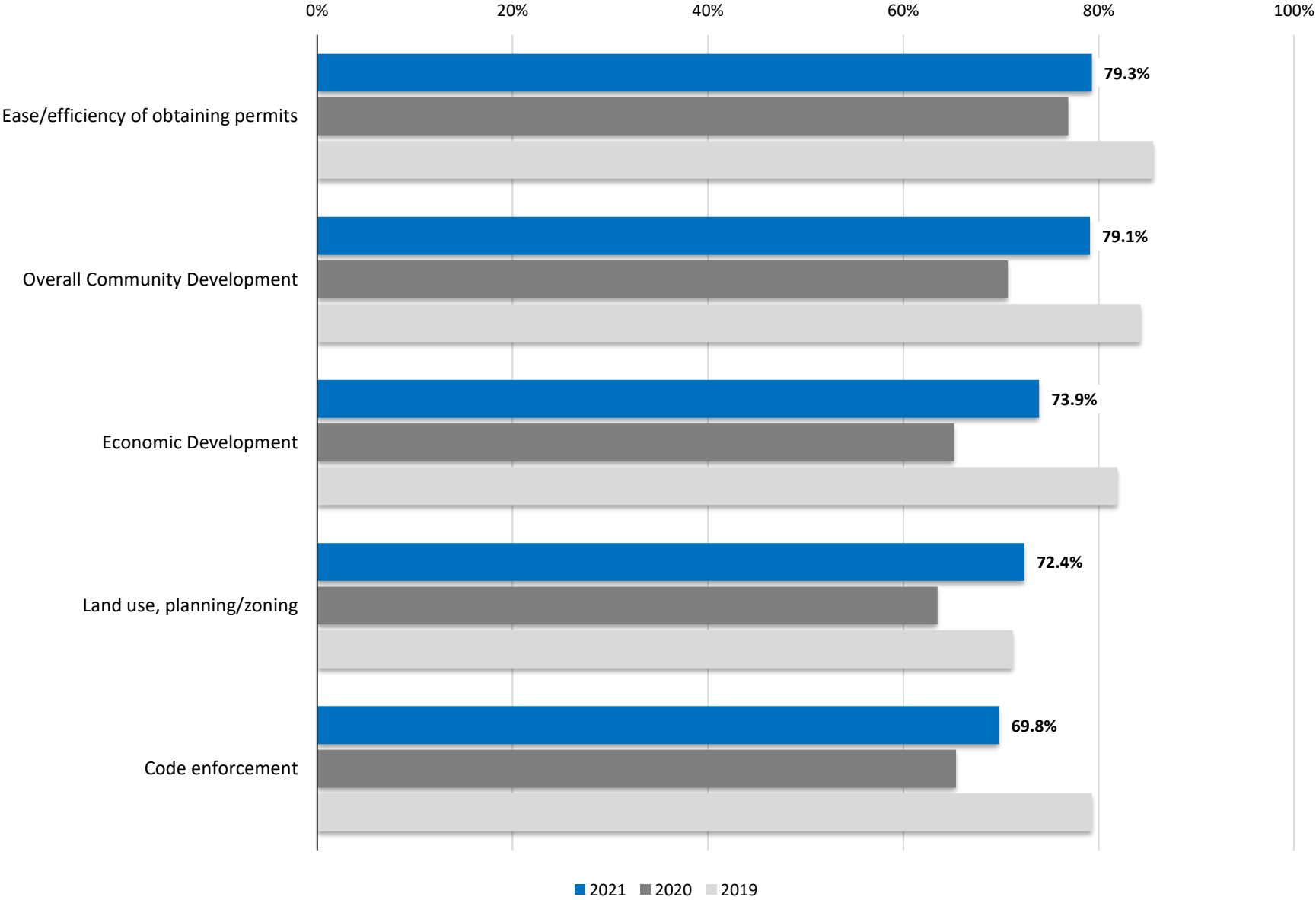


The above chart illustrates quality ratings related to community development services. **79.3% of respondents rated Ease/Efficiency of Obtaining Permits as positive.** In 2020, this measure was rated positively by 76.9% of respondents.

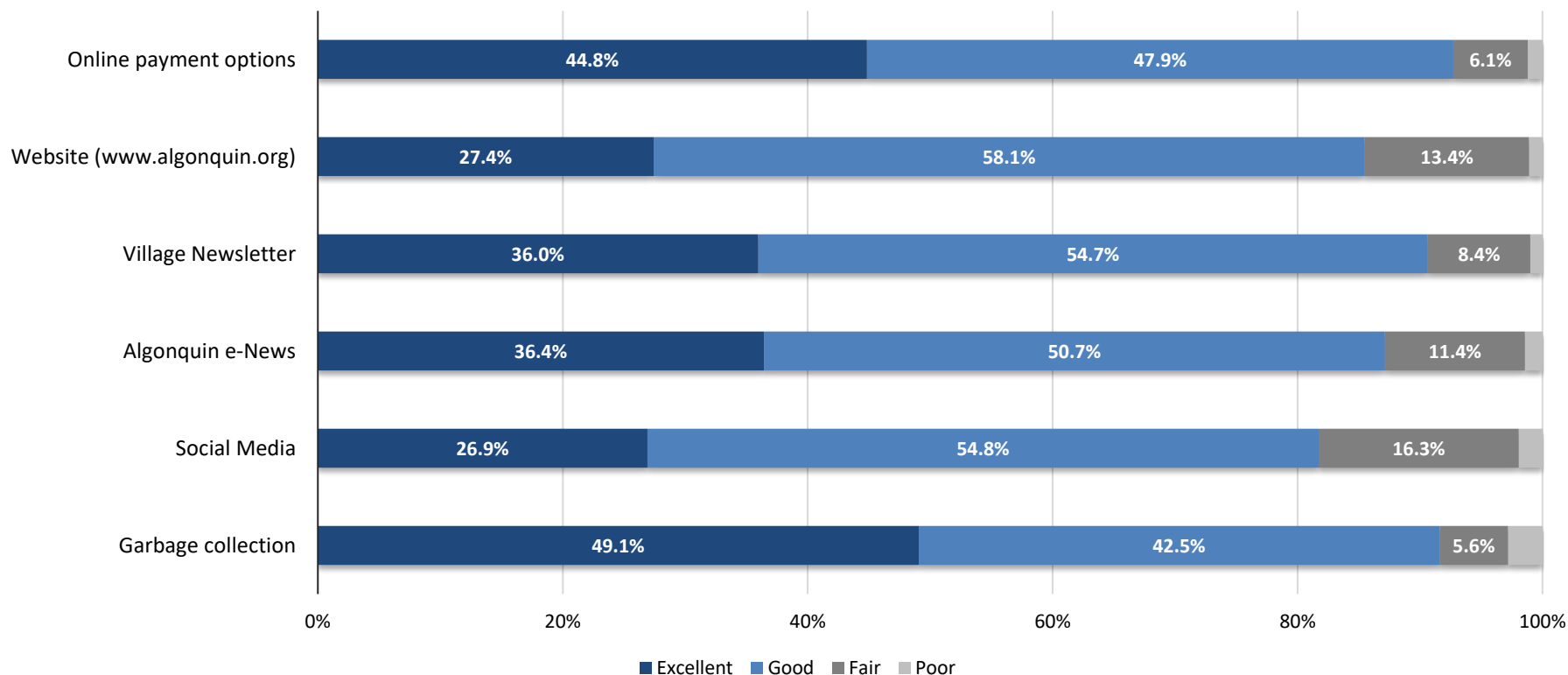
An area of focus is Code Enforcement, which received a significant number of Fair (25.1%) and Poor (5.0%) responses. This measure also received a large number of Fair (25.1%) and Poor (9.4%) ratings in 2020. This year, 85.7% of respondents also agreed major code enforcement issues like run-down buildings, weed lots, and junk vehicles remain little to no problem in Algonquin.

The biggest change from 2020 to 2021, in this section, was Land use, Planning/Zoning (+8.9%), an increase from 2020. Since inception of the survey, this measure has increased 12.3%. Increases can be attributed to the quality of active and proposed development projects taking place in Algonquin.

Community Development Year-to-Year Positive Rating Comparison: 2019 - 2021



Quality Ratings: General Services

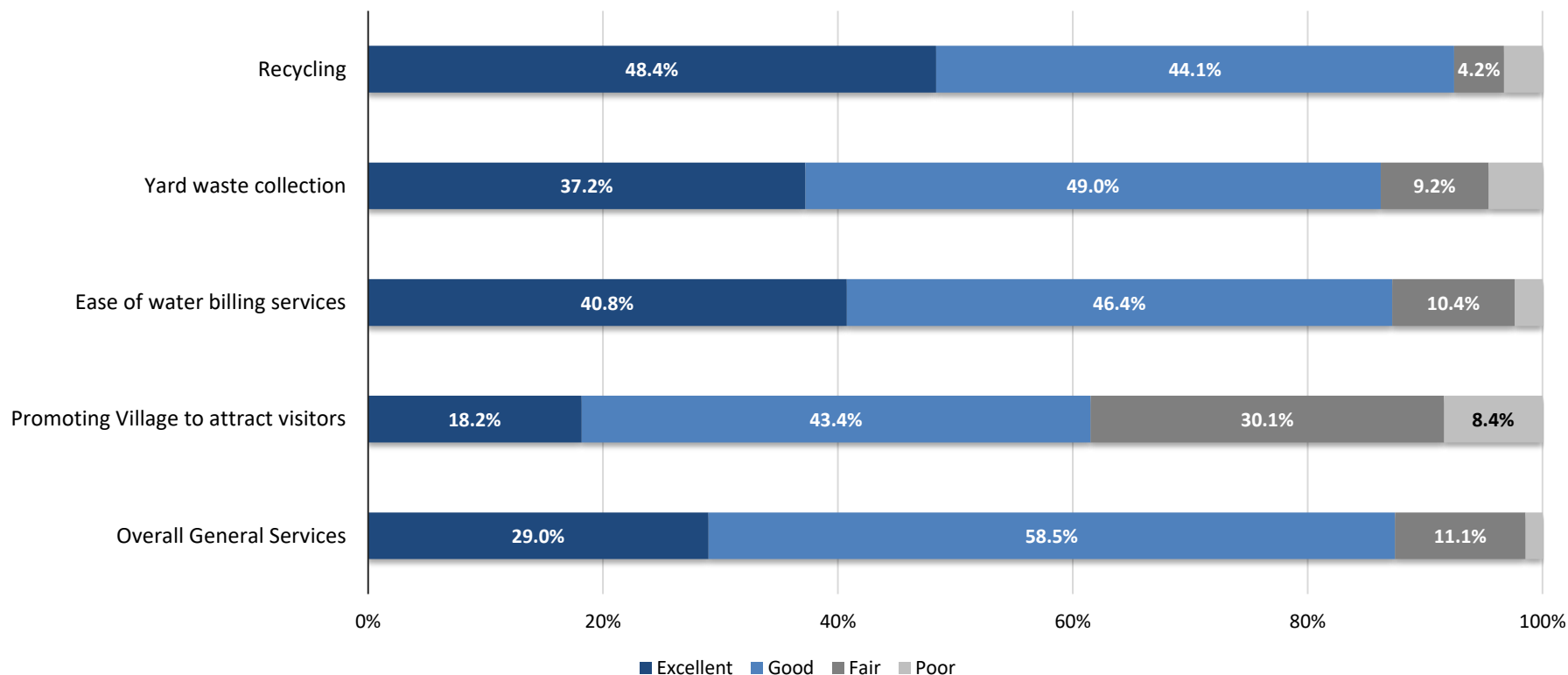


The above chart illustrates the first of two groupings of quality ratings related to general services. **Online Payment Options received the highest rating in this category with 92.7% of respondents rating this as positive.** In 2020, 92.2% of respondents rated this measure positively.

The lowest rating (81.7%), in this section, is Social Media. Social Media received a number of Fair (16.3%) and Poor (1.9%) responses. In 2020, this category received an insignificant number Fair (18.3%) and Poor (3.2%) responses. The Village currently manages social media accounts on Facebook, Instagram, Twitter, Nextdoor, and LinkedIn.

The Village Newsletter accounted for the largest change from 2020 to 2021 (-4.4%), an increase from 2020. The Village newsletter, the Algonquin Citizen, is published quarterly and includes information regarding Village accomplishments, construction updates, special events, and much more.

Quality Ratings: General Services (Part 2)

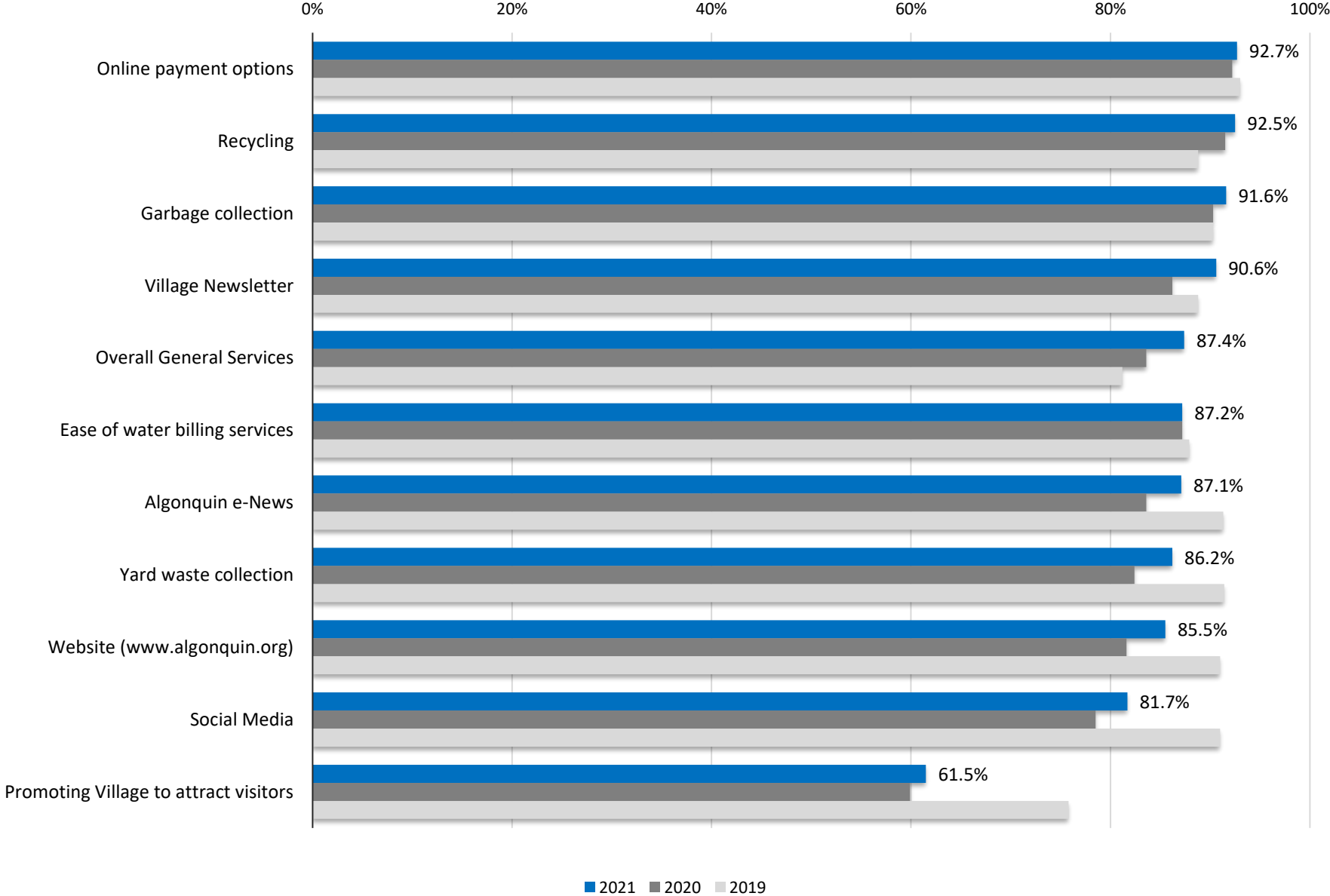


This chart shows the second grouping of general services evaluated in the Algonquin Community Survey. **Residents rated Recycling positively with 92.5% support.** In 2020, this measure received a positive rating by 91.5% of respondents.

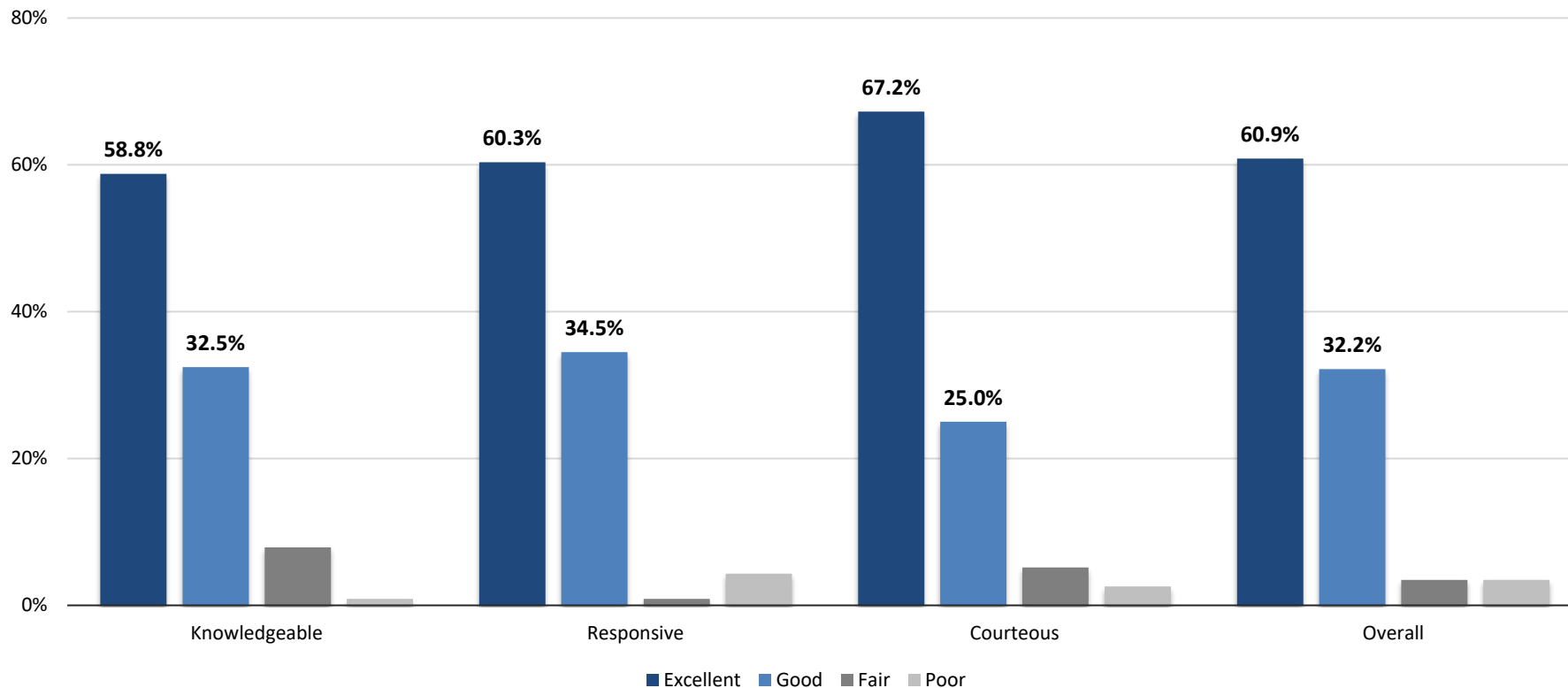
An area of focus is Promoting the Village to Attract Visitors, which received a significant number of Fair (30.1%) and Poor (8.4%) responses. This measure also received a significant number of Fair (30.2%) and Poor (9.9%) ratings in 2020. Staff from General Services utilize the Village’s social media platforms and other media outlets to actively promote events and attractions in the Village. With the resumption of special events in 2021, these outlets have been leveraged with success for events like Art on the Fox.

Overall General Services has shown the biggest change from 2020 to 2021, in this section (+3.8%), an increase from 2020. This quality measure has remained static since inception.

General Services Year-to-Year Positive Rating Comparison: 2019 - 2021



Village Employee Performance



This chart illustrates the performance rating of Village employees by those residents who have had contact with staff. **Overall, employee interaction was rated as Excellent or Good in all four evaluation categories: Knowledgeable, Responsive, Courteous, and Overall.** Ratings in order of greatest to least are as follows: Responsive (94.8%), Overall (93.1%), Courteous (92.2%), and Knowledgeable (91.3%).

Each department of the Village trains its staff to be proficient in multiple areas congruent with the services that are provided. Residents and visitors are also given multiple options to communicate with Village staff regarding any comments or concerns they may have in-person or through other means such as phone, email, social media, or the Village website.

VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

- M E M O R A N D U M -

DATE: December 30, 2021

TO: Tim Schloneger

FROM: Michelle Weber

SUBJECT: Chapter 33, Liquor Licensing, Amendments

Tim,
Effective January 1, 2022 House Bill 54, preempting home rule and non-home rule units (except for Chicago) and allows certain state-authorized liquor deliveries.

Upon review of the Municipal Code and the changes made by the Illinois Liquor Control Commission through House Bill 54, it was noticed that Class A-1 and A-3 are now redundant and it is suggested that Class A-3 be eliminated from the Municipal Code.

With the addition of alcohol deliveries this adds to the offerings for all our retail liquor license holders and basically allows for liquor license holders, who previously could only provide alcohol to patrons for consumption on premise, to provide alcohol for consumption on and off premise as well. This change will allow for additional revenue to the business as well as additional enforcement for our Police Department. With that said, it is suggested to increase the Liquor License fee for most license classes by \$100, with the exception of Class A-1, it is suggested a \$300 increase for that license class.

Attached is a proposed Ordinance noting the 2021 Class Descriptions and fees and the suggested changes.

Let me know if you have any questions.

ORDINANCE NO. 2021 - O -

An Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, of the Algonquin Municipal Code

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: Effective May 1, 2022 Paragraph A, Classes, Fees, of Section 33.07, License Classifications, Event Permit, Daily Permit, of the Algonquin Municipal Code shall be amended by removing Class A-3, and renumbering the remaining sections and shall be amended as follows as follows:

A. Classes, Fees: Liquor licenses shall be divided into the following classes:

1. Class A, which shall permit a retail sale on the premises specified of alcoholic liquor only for consumption on the specified premises and shall permit retail sale of alcoholic liquor, in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers for consumption off the premises where sold, where the principal source of sales is alcoholic liquor and/or food having been cooked and/or prepared on the premises, and not entertainment.
2. Class A-1, which shall permit a retail sale on the premises specified of alcoholic liquor only for consumption on the specified premises and shall permit retail sale of alcoholic liquor in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers for consumption off the premises where sold, where the principal source of sales is food and neither alcoholic liquor nor entertainment, such food having been cooked and/or prepared on the premises.
3. Class A-2, which shall permit a retail sale on the premises specified of alcoholic liquor only for consumption on the specified premises and shall permit retail sale of alcoholic liquor in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers for consumption off the premises where sold, where the principal source of sales is food and not alcoholic liquor and the specified premises meets the definition of a banquet/catering facility, as defined in Section 33.01.
- ~~4. Class A-3, which shall permit a retail sale on the premises specified of alcoholic liquor only for consumption on the specified premises and shall permit the retail sale of wine in sealed cartons, bottles, casks, flasks, cases or other sealed containers for consumption off the premises where sold, where the principal source of sales is food and neither alcoholic liquor nor entertainment.~~
- 5.4. Class A-4(a), which shall permit a retail sale of wine in sealed cartons, bottles, casks, flasks, cases, or other containers and beer in sealed growlers that have been brewed only on the premises specified in the license, where sold for consumption both on and off the premises. A-4(a) shall also permit a retail sale of alcoholic liquor only for consumption on the licensed premises and where the facility has meal service, and a

restaurant capacity of not less than 75 seats. A-4(a) also allows a licensee to conduct wine and beer tasting pursuant to the product sampling provisions in the Illinois Liquor Control Act, 235 ILCS 5/6-31, as amended.

Class A-4(b), which shall permit the licensee (i) to manufacture beer only on the licensed premises, (ii) to make sales of beer manufactured on the licensed premises in sealed casks, bottles, growlers, or other containers for consumption off the premises, (iii) to store the manufactured beer upon the licensed premises, (iv) to serve as a distributor of the beer provided the licensee obtains a distributor's license from the State Liquor Control Commission, and (v) to operate a tap room to conduct product sampling of the beer brewed on the licensed premises as provided in the Illinois Liquor Control Act, 235 ICLS 5/6-31, as amended, as well as sales of beer brewed on the licensed premises. The licensee shall be permitted to conduct tours of the brewing facilities. In no event shall the licensee give away any beer or other alcoholic beverages for commercial purposes or in connection with the sale of such products or to promote the sale of such products contrary to Section 100.280 of the Title 11 of the Illinois Administrative Code.

- ~~6-5.~~ Class AB, which shall permit a retail sale on the premises specified of alcoholic liquor only for consumption on the specified premises and shall permit retail sale of alcoholic liquor in sealed cartons, bottles, casks, flasks, barrels, cases or other containers for consumption off the premises where sold, where the principal source of sales is food and neither alcoholic liquor nor entertainment, such food being sold in sealed packaged containers or having been cooked and/or prepared on the premises. Consumption of alcoholic liquor on the specified premises shall be limited to the area in which the food having been cooked and/or prepared on the premises is being served.
- ~~7-6.~~ Class B, which shall permit a retail sale of alcoholic liquor in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers, for consumption off the premises where sold, and where the principal source of sales is alcoholic liquor and not entertainment. Food for consumption on the premises shall neither be sold by any Class B license holder, nor shall there be a direct entry between the premises of a Class B License holder and any other premises.
- ~~8-7.~~ Class B-1, which shall only permit a retail sale of alcoholic liquor in sealed cartons, bottles, casks, flasks, barrels, cases or other containers, for consumption off the premises where sold where said premises have an overall sales area of 10,000 square feet or more, and where the principal source of sales is for goods and commodities other than alcoholic liquor or entertainment.
- ~~9-8.~~ Class B-2, which shall only permit a retail sale of alcoholic liquor in sealed cartons, bottles, casks, flasks, barrels, cases or other containers, for consumption off the premises where sold and the principal source of sales is of goods and commodities other than alcoholic liquor or entertainment.
- ~~10-9.~~ Class C, which shall permit a retail sale of alcoholic liquor for consumption only on the premises where sold and shall permit retail sale of alcoholic liquor, in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers for consumption off the premises, to be issued to a regularly organized golf club, golf - sports recreational facility, country club, bowling alley or billiards parlor.

- ~~11.10.~~ Class C-1, which shall permit a retail sale of beer and wine for consumption only on the premises where sold and shall permit retail sale of alcoholic liquor, in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers for consumption off the premises, to be issued to a regularly organized golf club, golf - sports recreational facility, country club, bowling alley or billiards parlor.
- ~~12.11.~~ Class D, which shall permit a retail sale of alcoholic liquor for consumption only on the premises where sold, to be issued to a regularly organized club, as hereinbefore defined, which has been established for at least 3 years prior to making application for such license, and said license shall authorize the licensee to sell liquor in the club quarters only, and liquor shall not be sold to any person other than members of said club holding said license or to guests of said club, and said clubs are hereby authorized 48 social nights yearly whereby liquor may be sold to the public. No Class D license shall be issued until the Commissioner is satisfied that the club applying for the license was actually and in fact organized for some purpose or object other than the sale or consumption of alcoholic liquor.
- ~~13.12.~~ Class E, which shall only permit a retail sale of beer and wine in sealed cartons, bottles, casks, flasks, barrels, cases or other containers for consumption off the premises where sold and the principal source of sales is of goods and commodities other than alcoholic liquor or entertainment. Food for consumption on the premises shall be permitted, but consumption of beer and wine on the premises is strictly prohibited.
- ~~14.13.~~ Class F, which shall only permit a retail sale on the premises specified of beer and wine for consumption on the premises and shall permit retail sale of alcoholic liquor, in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers for consumption off the premises, and where the principal source of sales is food and neither beer and wine nor entertainment, such food having been cooked and/or prepared on the premises.
- ~~15.14.~~ Class G, which shall only permit a Full Service Personal Care Establishment to serve (not sell) and consume beer and/or wine only for consumption on the licensed premises as an incidental part of a full service personal care service. The license shall be subject to the following conditions and limitations:
- a. Limited Individual Servings: The serving of beer and/or wine intended for consumption on the licensed premises shall be limited to individual servings of beer and/or wine as part of a package of personal care services. No more than two (2) servings of beer (each not to exceed 8 ounces) or wine (each not to exceed 4 ounces) per customer shall be permitted on the licensed premises per calendar day.
 - b. Incidental to Business Operation: The serving of beer and/or wine for consumption on the licensed premises shall be merely incidental to the primary business operation of the licensed premises of a full-service personal care services establishment, and the licensed premises shall not be advertised or otherwise held out to be a drinking establishment.
 - c. Permitted Hours for serving and/or consumption of beer and/or wine: In no case

shall the serving, and/or consumption on the licensed premises of beer and/or wine take place outside of the normal business hours of the licensed premises and, in any event, not outside of the hours for liquor service as otherwise permitted by this Chapter.

- d. Live Entertainment Prohibited: No live entertainment of any nature shall be permitted on the licensed premises.
- e. No Signs: No sign or any other external indicia shall be permitted on the licensed premises or surrounding property that indicates that alcoholic liquor is available for serving at the licensed premises.
- f. No license will be issued to a personal care facility within 100 feet of a licensed daycare or child care facility.

16.15. Class H, which shall permit a Bring Your Own Bottle Establishment to allow the consumption of beer or wine only on the premises. The license shall be subject to the following conditions:

- a. No more than one (1) bottle of wine per patron over the age of twenty-one (21) shall be permitted to be uncorked;
- b. The licensee shall only permit BYOB to occur on the premises in conjunction with the purchase of a service within the establishment;
- c. Only patrons that are participating in the service shall be permitted to consume wine and or beer that has been provided by the patron;
- d. The licensee may provide glassware and ice to patrons and may uncork a bottle of wine, pour it and control its consumption for a corkage fee;
- e. All employees who perform corkage duties shall be BASSET trained and shall serve the wine as if it was purchased in the establishment complying with all state and local laws;
- f. It shall be unlawful for any person to carry, transport or possess liquor in an unsealed and open condition.

17.16. Class I, which shall permit a retail sale of alcoholic liquor for consumption only on the premises where sold, to be issued to a business offering classes such as art, crafting, painting, scrapbooking, etc. and said license shall authorize the licensee to sell liquor to registered patrons assembled on the premises for the purpose of attending classes, and liquor shall not be sold to any person other than registered patrons assembled on the premises for the purpose of attending classes. The service of alcoholic liquor shall only be allowed during the time in which the business is conducting classes. The serving of alcoholic liquor intended for consumption on the licensed premises shall be limited to no more than three (3) servings of alcoholic liquor per customer per calendar day. A single "serving" is defined as 12 ounces of beer, 5 ounces of wine, or 1 ½ ounces of a distilled spirit. No Class I license shall be issued until the Commissioner is satisfied that

the business applying for the license was actually and in fact organized for some purpose or object other than the sale or consumption of alcoholic liquor and the principal source of sales is of services, goods, and commodities other than alcoholic liquor. Food for consumption on the premises shall be permitted.

SECTION 2: Effective May 1, 2022, Paragraph B, License Classifications Fees, of Section 33.08, Fees, of the Algonquin Municipal Code shall be amended by removing a license fee for Class A-3, and renumbering the remaining sections and shall be amended as follows:

B. License Classifications Fees: The following fees shall be paid upon application for a new or renewed license:

1. Class A, ~~\$2,000~~\$2,100;
2. Class A-1, ~~\$1,500~~\$1,800;
3. Class A-2, ~~\$1,200~~\$1,300;
- ~~4. Class A-3, \$1,700;~~
- 5-4. Class A-4, ~~\$2,000~~\$2,100;
- 6-5. Class AB, ~~\$2,000~~\$2,100;
- 7-6. Class B, ~~\$1,500~~\$1,600;
- 8-7. Class B-1, ~~\$1,500~~\$1,600;
- 9-8. Class B-2, ~~\$1,200~~\$1,300;
- 10-9. Class C, ~~\$1,500~~\$1,600;
- 11-10. Class C-1, ~~\$1,000~~\$1,100;
- 12-11. Class D, ~~\$700~~\$800;
- 13-12. Class E, ~~\$700~~\$800;
- 14-13. Class F, ~~\$900~~\$1,000;
- 15-14. Event permit, \$25;
- 16-15. Daily permit, \$100;
- 17-16. Riverboat license, \$500;
- 18-17. Auxiliary license, \$500;
- 19-18. Class G, \$900;

20-19. Class H, \$900; and

21-20. Class I, ~~\$900~~\$1,000.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

Village President Debby Sosine

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

- M E M O R A N D U M -

DATE: January 5, 2022

TO: President Sosine and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Abatement of a Portion of Amusement Taxes

The Village Board approved an ordinance imposing a one cent (\$0.01) tax upon the amusement of playing a video gaming terminal within the Village. The Push Tax was imposed effective October 31, 2021 with remittance of the Push Tax being due and payable by the Video Gaming Terminal Operator, as the designated tax collector, beginning December 20, 2021.

However, due to the deadline imposed by the state legislature, the Video Gaming Terminal Operators were provided limited time to begin collecting and remitting the Push Tax. Therefore, I am recommending that the Village abate collection and remittance of the Push Tax through the end of 2021.

The Push Tax remains in effect as imposed, effective October 31, 2021, however, Operators will not be responsible for collecting the Push Tax until January 1, 2022, with remittance for the month of January 2022 being due February 20, 2022, and with each successive month's Push Tax remittance being due on the 20th of the following month.

RESOLUTION NO. 2022-R-___

A Resolution to Authorize the Abatement of a Portion of the Amusement Taxes Imposed Upon the Playing of a Video Gaming Terminal within the Village of Algonquin

WHEREAS, the Village of Algonquin (the “Village”), McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions including, but not limited to, the power to tax and to incur debt as granted in the Constitution of the State of Illinois;

WHEREAS, the Village on October 31, 2021, by Ordinance No. 2021 O- 33, imposed a one cent (\$0.01) tax upon the amusement of playing a video gaming terminal within the Village (“Push Tax”);

WHEREAS, Ordinance No. 2021 O- 33 provided the remittance of the Push Tax was due and payable by the Video Gaming Terminal Operator, as the designated tax collector, beginning December 20, 2021;

WHEREAS, the Village does not wish to cause any undue operational hardship on its businesses and the deadline imposed by the state legislature provided Video Gaming Terminal Operators limited time to begin collecting and remitting the Push Tax; and

WHEREAS, the Village desires to abate the collection and remittance of the Push Tax through the end of 2021 with the Push Tax remaining in effect as imposed, effective October 31, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF ALGONQUIN BOARD OF TRUSTEES:

SECTION 1: The Village is authorized by Ordinance No. 2021 O- 33 entitled “An Ordinance Pertaining to Amusement Taxes for the Village of Algonquin” to abate the Push Tax.

SECTION 2: The Village hereby authorizes the abatement of the collection and remittance of the Push Tax through the end of 2021. The Push Tax will remain in effect as imposed, effective October 31, 2021, however, Video Gaming Terminal Operators are not responsible for collecting the Push Tax until January 1, 2022, with remittance for the month of January 2022 being due February 20, 2022, and with each successive month’s Push Tax remittance being due on the 20th of the following month.

ADOPTED: _____
Village President Debby Sosine

ATTEST: _____
Village Clerk Fred Martin

Z:\A\AlgonquinVillageof\Resolutions\Push Tax Abatement.doc



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: January 4, 2022

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Agreement with AT&T to Relocate Overhead Communication Facilities
Along Harrison Street, Washington Avenue, and Jefferson St.
Underground*

Background:

The Village has phased the Downtown Improvements over a number of years. We are now at the Stage to work on the completion of the design and relocation of all of the overhead “Dry Utilities” underground on S. Harrison Street, and portions of Washington Street, and Jefferson Street. This work is similar to the work done on S. Main Street to allow for the streetscape work done there.

The relocation work will involve the installation of a number of conduits underground by Utility Dynamics to accommodate ComEd, AT&T, Comcast, and future Village fiber. Again, this is how Main Street was accomplished.

You may recall similar agreements with ComEd and Comcast that were approved on January 4, 2022. In order to initiate the AT&T work, an agreement (attached and signed by AT&T) requires approval and payment by the Village of Algonquin. The total estimated cost is \$183,538.71. The Village has sufficient funds to initiate this work and execute the agreement.

Recommendation:

Thus, it is staff’s recommendation that the Committee of the Whole recommend to the Village Board authorization of the payment of \$183,538.71 to AT&T for the payment for the Relocation of Overhead Communication Facilities on S. Harrison Street, Washington Street, and Jefferson Street.

**LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST
GOVERNMENT AGREEMENT**

January 3, 2022

CR #: 213315

Project Number: A027FSF

Customer Name: VILLAGE OF ALGONQUIN

Billing Address: 2200 HARNISH ROAD ALGONQUIN IL 60102

Contact Name: ROBERT MITCHARD

Contact email Address: BOBMITCHARD@ALGONQUIN.ORG

Contact Phone Number: (847) 658-2700

Site Location: HARRISON STREET AND WASHINGTON STREET ALGONQUIN IL

AT&T has received a request from you to perform the following work:

Village of Algonquin contractor will place 1-4" and 1-2" pole pie via directional bore for all utilities. Place 400' 300 pr copper cable, 310' 100 pr copper cable, 310' 50 pr cable, 485' 25 pr cable, 7 pedestals, Place 1 anchor & down guy,
Removal: Remove 10 existing poles, 2 anchor & down guy, 3 Pedestal, Retire cables
30' Hand Dig/trench, Remove & restore 4'x4' Asphalt

Estimated Actual Cost Quote

Expenses	Amount
ENGINEERING LABOR	\$ 63,724.31
MATERIAL COST	\$ 7,669.59
CONSTRUCTION LABOR	\$ 105,460.70
CONTRACTOR COST	\$ 6,684.11
MISC. COST	\$ 0.00
	<hr/>
Estimated Contract Price	\$ 183,538.71
<i>Less Credits/Payments</i>	\$ 0.00
Estimated Balance Due	\$ 183,538.71

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.

CUSTOM WORK AGREEMENT

CR #: 213315

Project Number: A027FSF

This Custom Work Agreement ("Agreement") is entered into by and between

Illinois Bell Telephone Company d/b/a AT&T

(hereafter "AT&T") and

VILLAGE OF ALGONQUIN

(Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
3. **Price Quote.** The price is guaranteed for 60 days from January 3, 2022 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

- A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 213315

Project Number: A027FSF

Date Quote Expires: 3/5/2022

AT&T Design Engineer: HEMU PATEL / HECTOR GARCIA

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information

Authorized Signature

Tristram Villiers Digitally signed by Tristram Villiers
Date: 2022.01.03 15:44:42 -06'00'
CWO Manager

Title:

Phone Number: (262) 347-9541

Company:

Email Address: TV326H@ATT.COM

Printed Name:

Date: January 3, 2022

Date:

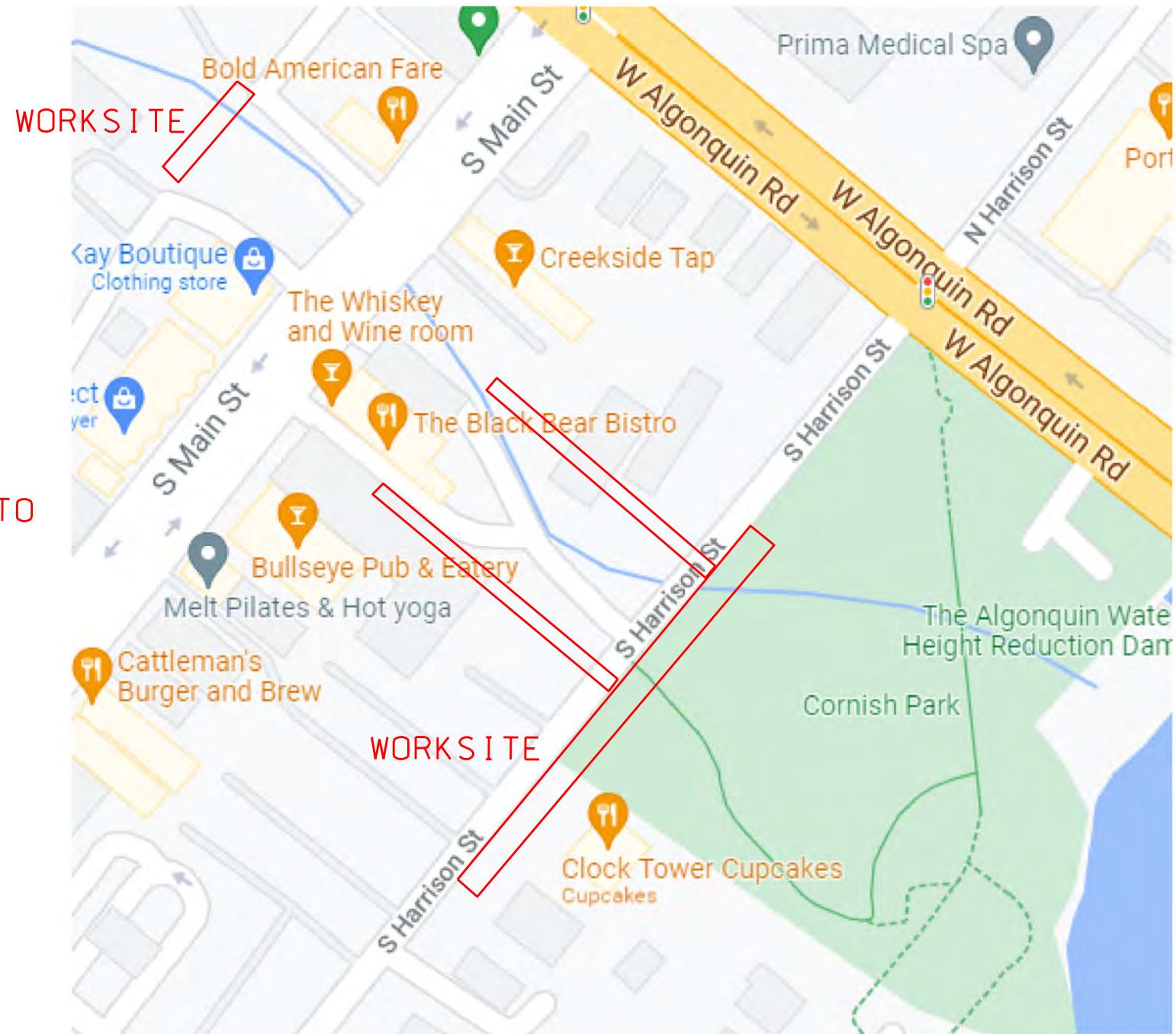
Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

AT&T RELOCATION DESIGN
DOWNTOWN STREETScape PROJECT
FOR PHASE 1
HARRISIN ST. AND MAIN ST.
VILLAGE OF ALGONQUIN
Mc. HENRY COUNTY, ILLINOIS

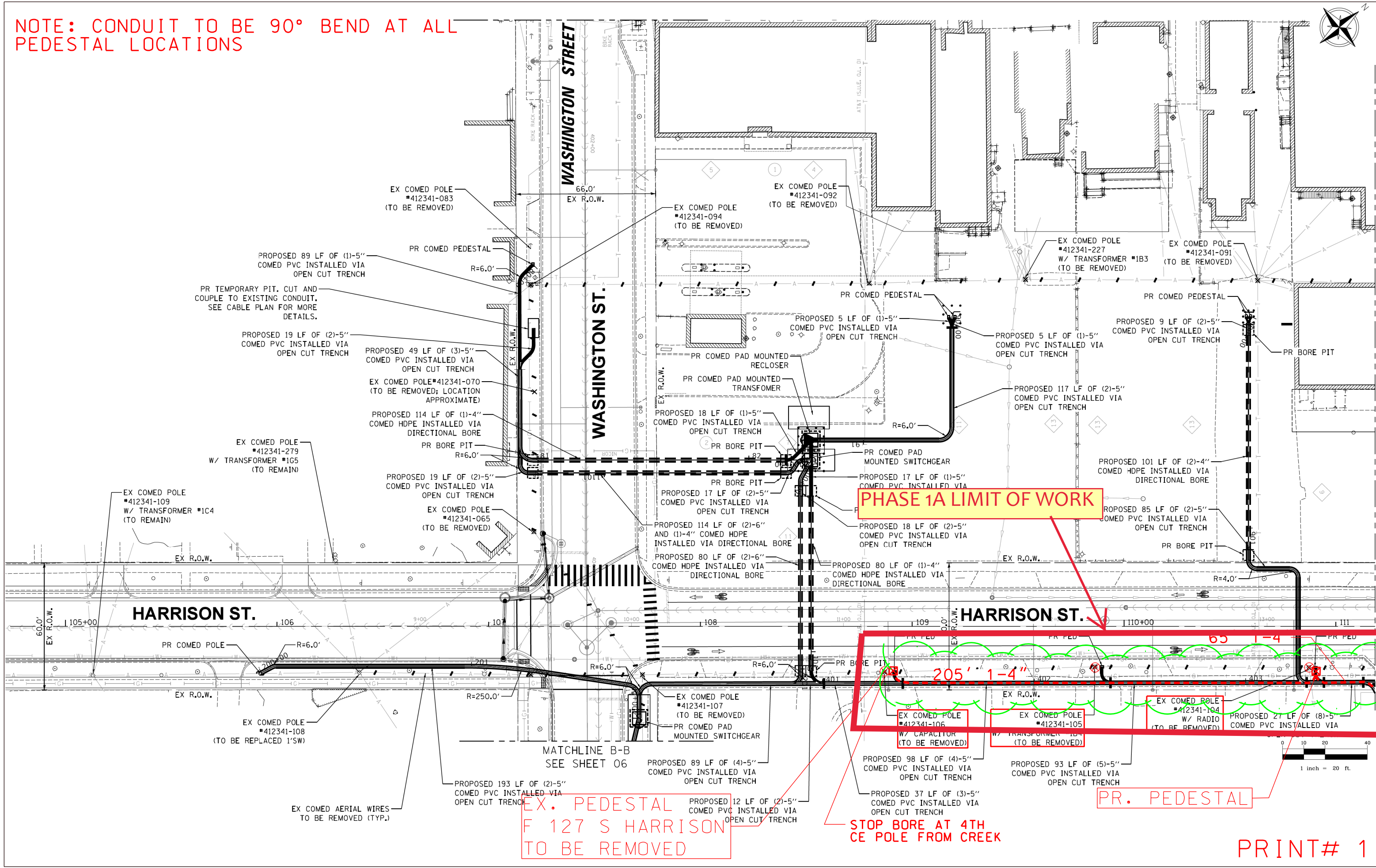
AT&T DESIGN 12/10/21
WITH NOTES FROM 12/7/21
MEETING AND LIMITS OF
PHASE 1A WORK BY UDC

NOTES:

- 1) AT&T REQUIRED TO PLACE 1-4" POLY PIPE FOR ALL CONDUIT UNLESS OTHERWISE NOTED AND 1" OR 2" IPP POLY PIPE LATEREALS TO EACH HOUSE/BUSINESS.
- 2) CONDUIT TO BE 90° BEND AT ALL PEDESTAL LOCATIONS.
- 3) AT&T ALL PEDESTALS ARE 12" ROUND REQUIRED TO PLACE.
- 4) WE NEED MULE TAP MEASUREMENT FOR ALL ACTUAL LENGTH OF CONDUIT PLACE.



NOTE: CONDUIT TO BE 90° BEND AT ALL PEDESTAL LOCATIONS



PHASE 1A LIMIT OF WORK

205' 1-4"

EX. PEDESTAL F 127 S HARRISON TO BE REMOVED

STOP BORE AT 4TH CE POLE FROM CREEK

PR. PEDESTAL

PRINT# 1

NOTE: CONDUIT TO BE 90° BEND AT ALL PEDESTAL LOCATIONS



A

NEED PATH TO BUILDING FOR SERVICE WIRE PLACE 1 1/2" CONDUIT TO FOLLOWING ADDRESSES, 20 W ALGONQUIN RD.

PR. PEDESTAL

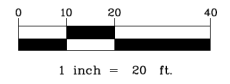
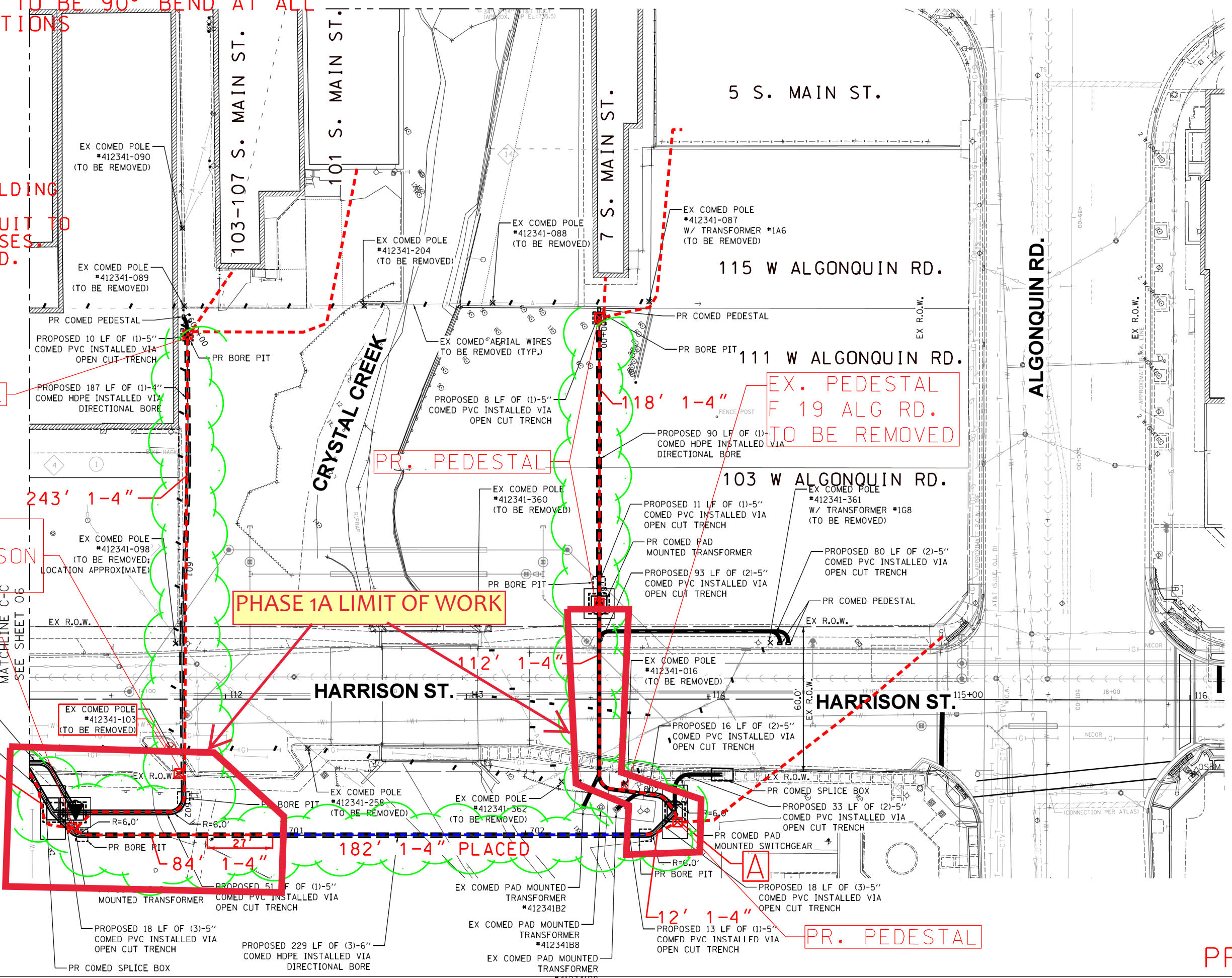
EX. PEDESTAL F 123 S HARRISON TO BE REMOVED

PR. PEDESTAL

PHASE 1A LIMIT OF WORK

EX. PEDESTAL F 19 ALG RD. TO BE REMOVED

PR. PEDESTAL





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 28, 2021

TO: Bob Mitchard, Public Works Director

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: *2022 Wastewater Facility Plan Update*

Background:

Trotter and Associates, Inc. completed the 2005 Wastewater Facility Plan Update and subsequent Phase 6 Expansion of the treatment facility. The 2005 Facility Plan was a comprehensive document that reviewed the rehabilitation, regulatory and capacity requirements for the Village's collection system and treatment facility. The plan provided a series of recommendations and an implementation plan including funding requirements. The Village has successfully implemented the majority of those recommendations.

Trotter and Associates, Inc. updated the Wastewater Facility Plan in 2014. The Plan Update provided an analysis of the future requirements of the collection system and wastewater treatment plant regarding rehabilitation, expansion and regulatory requirements. It identified various improvements necessary to the treatment facility and separated into three categories: Critical Needs, Rehabilitation, and As-Needed Improvements. Trotter and Associates provided design and construction services for several of these rehabilitation items and upgrades as the Phase 6B Improvements project.

The 2022 Facility Plan will be divided into nine sections of interest.

- Section #1 – General Background
- Section #2 – Community Needs
- Section #3 – Collection System
- Section #4 – Lift Stations
- Section #5 – Evaluation of Existing Wastewater Treatment Plant
- Section #6 – Alternatives Analysis
- Section #7 – Implementation Plan
- Section #8 – Environmental Impacts
- Section #9 – Recommendations and Summary

As part of the 2021-2022 Water/Sewer Operation and Maintenance budget, we have \$90,000.00 available in Engineering Services. The payment amount for this fiscal year

would not exceed \$90,000.00 since we anticipate the work will not be completed until the next fiscal year in which we will budget accordingly for.

Recommendation:

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the whole proposal of \$110,600.00 to Trotter and Associates, Inc. for our 2022 Wastewater Facility Plan Update.



November 11, 2021

Mr. Robert Mitchard
Public Works Director
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: 2022 Wastewater Facility Plan Update
Professional Services Agreement

Dear Mr. Mitchard:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Robert Scott Trotter, P.E., BCEE
President

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November 11, 2021

Mr. Robert Mitchard
Public Works Director
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Dear Mr. Mitchard:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the **Village of Algonquin – 2022 Wastewater Facility Plan Update** (hereinafter referred to as the “PROJECT”).

Project Background

Trotter and Associates, Inc. completed the 2005 Wastewater Facility Plan Update and subsequent Phase 6 Expansion of the treatment facility. The 2005 Facility Plan was a comprehensive document that reviewed the rehabilitation, regulatory and capacity requirements for the Village’s collection system and treatment facility. The plan provided a series of recommendations and an implementation plan including funding requirements. The Village has successfully implemented the majority of those recommendations.

Trotter and Associates, Inc. updated the Wastewater Facility Plan in 2014. The Plan Update provided an analysis of the future requirements of the collection system and wastewater treatment plant regarding rehabilitation, expansion and regulatory requirements. It identified various improvements necessary to the treatment facility and separated into three categories: Critical Needs, Rehabilitation, and As-Needed Improvements. Trotter and Associates provided design and construction services for several of these rehabilitation items and upgrades as the Phase 6B Improvements project. Phase 6B Improvements includes rehabilitation of structures and replacement of existing equipment within the primary clarifiers, 5-stage Bardenpho biological process, RAS/WAS pump station, final clarifiers, UV and effluent metering, and sludge thickening. The anaerobic digestion complex is receiving a major upgrade including steel digester covers, digester gas piping and safety equipment, a new heat exchanger/boiler unit, and a new waste gas flare. The project also includes upgrades of the electrical power equipment and replacement of roofs on all buildings, except the roof on the Intermediate Pump and Blower Building. Additional improvements feature an extension of the non-potable water supply system to other areas of the facility, a new non-potable water (final effluent) pump station, expansion of the aerobic digestion capacity, conversion of existing aeration basins to temporary WAS storage and new process monitoring instruments. Construction of Phase 6B is ongoing and is scheduled to be completed in April 2022.

In June 2021 the Village and TAI began discussions regarding completion of a Wastewater Facility Plan Update. Economic conditions and the rate of development have changed since completion of the 2014 Wastewater Master Plan. Assumptions made with respect to timing of expansion as well as prioritization for rehabilitation of existing infrastructure within the collection system, lift stations and wastewater treatment facility may have changed over the past seven years. This Proposal represents the next step in the approach that was established in 2014.

Project Understanding

The Village has requested that the Engineer prepare a facility plan to address capacity, aging infrastructure and pending regulatory requirements. The documents shall be comprehensive in nature and provide a roadmap for the implementation of programs and improvements, including associated costs.

During the project, the Engineer shall review the Village's Facility Planning Area population projections to validate future capacity needs. By coordinating with the GIS Department and Billing Department, TAI will be able to refine the population equivalents within each of the five sanitary sewer basins. TAI will define the current capacity of each interceptor sewer and lift station.

In addition, TAI will identify the future demands as related to development and identify any infrastructure that needs to be upgraded to facilitate continued development. One area of particular concern is available capacity of the Fox River Interceptor Sewer. The sewer serves the Eastern Basin and an analysis of this basin was been completed in 2011. The recommendations of that analysis will be updated and incorporated into the overall Facility Plan. Other areas of concern are the Algonquin-Cary planning area outlined in the 2021 Algonquin-Cary Subarea Plan and other potential subdivision developments. Since the last facility plan the Village has performed a series of improvements including elimination of North Harrison Street and Riverside Lift Stations, construction of two of three phases of the Northern Interceptor Sewer replacement, and terminated with construction of an interim lift station at the intersection of Center St & LaFox River Dr. The Village is currently rehabilitating Woods Creek Lift Station and performing independent evaluations of Algonquin Shores and Braewood Lift Stations. During the project the Village is requesting that the remaining (5) lift stations be reviewed.

The Engineer shall perform a thorough analysis of the existing treatment facility, beginning with evaluating the existing DMR and operational data for each plant. This shall include a comparison of the original design values to actual performance including treatment removal efficiencies, solids production/yields and optimization. As part of the process, the Engineer shall develop a mass balance based on solids to determine if the plant is operating in accordance with the original design intent.

The Engineer shall perform a process-by-process review including the liquid stream and solids management facilities. During the evaluation, the Engineer shall benchmark the performance of the existing processes, as well as determine the remaining service life of all equipment. This analysis shall include extensive on-site investigations and work sessions with the Village. The Engineer shall work with staff to complete a detailed condition assessment, prioritize short- and long-term replacement needs, and develop capital improvement budgets for equipment replacement.

Regulatory requirements are changing with respect to nutrient discharge limits, and over the next decade the Village anticipates stricter phosphorus limits and new limits related to total nitrogen reduction. The Phosphorus Removal Feasibility Study and Phosphorus Discharge Optimization Plan that were recently completed addressed the regulatory concern with respect to nutrients. Continuity is important, and recommendations from the study will be incorporated into the Facility Plan.

The Facility Plan will integrate the recommendations from the previous reports and outline capital improvements required to address the Village's short- and long-term regulatory needs.

Scope of Services

During the planning process, we will work closely with the Village staff, holding several work sessions to gather data, visit facilities, discuss alternatives, review our analyses and develop consensus on recommended solutions. These work sessions will also serve to document our progress and keep the project moving forward to a timely completion. The project scope will generally follow the deliverable of the final report:

- A. Section #1 – General Background
 - 1. Review historical data and previous reports, facility plans, and project plans.
 - 2. Summarize the Village’s goals, challenges, concepts, requirements and objectives.
- B. Section #2 – Community Needs
 - 1. Review Comprehensive and Land Use Plans with Village staff to develop population projections.
 - 2. Review the water billing and wastewater data to determine current population projections and usage.
 - o Data provided by the Village to be broken down by subbasin
 - 3. Gain concurrence on the current, 20-year and build-out population projections.
 - 4. Summarize and document the projections and back-up information.
- C. Section #3 – Collection System
 - 1. Obtain, review and incorporate previously developed collection system documentation and studies.
 - 2. Utilize previously delineated basin limits (with any corrections to be made since 2014) and assign population equivalents based on water billing data or previous reports.
 - o Data provided by the Village expected to include subbasin delineation in queried GIS format
 - 3. Collection System Evaluation
 - o Review wastewater flows for each basin based on available flow meter data, if available.
 - o Estimate peak wet weather flow
 - o Establish interceptor sewer capacity in comparison with tributary flow.
 - 4. Document and incorporate ongoing Village programs, such as the Capacity Management, Operation and Maintenance Program.
 - 5. Summarize and document the collection system’s condition, findings and recommendations.
- D. Section #4 – Lift Stations
 - 1. Incorporate newly constructed lift station information. Incorporate studies performed on existing lift stations.
 - 2. Review original construction plans, O&M Manuals and misc. documentation.
 - 3. Lift Station Evaluation
 - o Visit and inspect each lift station with the staff responsible for routine maintenance. Document existing conditions and deficiencies.
 - o Review existing lift stations’ service life and capacities.
 - 4. Summarize and document the lift stations’ condition, findings and recommendations.
- E. Section #5 – Evaluation of Existing Wastewater Treatment Plant
 - 1. Review DMRs and operational data to evaluate and document the system’s historical performance, sludge yield, mass balance, etc.
 - 2. Perform on-site analysis with Village staff of the existing treatment facility to review strengths, limitations, and remaining service life of equipment.
 - 3. Conduct a process-by-process capacity evaluation to determine biological loading and treatment capabilities with respect to meeting current and future loadings and NPDES limits.

4. Conduct a sludge stabilization and sludge dewatering process capacity evaluation to determine loading and treatment capabilities with respect to meeting current and future loadings. Incorporate findings of the Biosolids Improvements project (2021).
 5. Document improvements identified in the previous facility plan: completed, ongoing, and programmed for future budget years such as WWTF Phase 6B Improvements.
 6. Document deficiencies and recommendations for improvements which would make an immediate difference on performance and reliability.
 7. Develop a capital improvements budget and schedule for the rehabilitation and/or replacement of the existing equipment to ensure the reliability of the facility
- F. Section #6 – Alternatives Analysis
1. Establish short- and long-term capacity requirements.
 2. Integrate the findings from the Phosphorus Removal Feasibility Study and Phosphorus Discharge Optimization Plan.
 3. Through the use of a work session, develop, evaluate and discuss alternatives to address biosolids stabilization and sludge dewatering needs.
 4. Once a consensus has been reached with Village staff on which alternatives warrant further investigation, perform design loading calculations, unit process sizing, conceptual layout, and detailed project cost estimates sufficient for future implementation and approval through the Illinois EPA for financial assistance.
 5. Gain concurrence and revise/refine recommendations as appropriate.
 6. Summarize and document the alternatives reviewed, findings, implementation costs and recommendations.
- G. Section #7 – Implementation Plan
1. Integrate recommendations for equipment replacement from Section 5 with recommended process and capacity upgrades identified in Section 6.
 2. Develop a phased plan that is consistent with expected service life and regulatory requirements.
 3. Develop implementation schedule.
- H. Section #8 –Environmental Impacts
1. Analyze, review and document existing conditions including nutrient removal and increased loading and determine the environmental impacts/benefits of the proposed improvements.
 2. Quantify reduction of phosphorus and nitrogen within narrative description.
- I. Section #9 – Recommendations and Summary
1. Prepare a summarization of recommendations and financial impacts as outlined in the previous sections.
 2. Prepare Cash Flow Assessment and Capital Funding Requirements based on the proposed Implementation Plan.
 3. Identify funding sources including SRF, bonds, grants, etc.
 4. Provide recommendations for user rates adjustments based on the operational and debt service estimates.
 5. Provide recommendation for Connection Fees based on the cost of development for replacement of conveyance and/or treatment capacity.

The 2022 Facility Plan will include nine sections, appendices and an executive summary. This format promotes clear documentation of the existing conditions, identification of issues, analysis of alternatives and development of recommendations for implementation. TAI will work with Village staff to validate the information, evaluate assumptions, verify data and make appropriate changes to what was included in the 2014 Facility Plan.

Trotter and Associates, Inc. will submit a 95% (Draft) of the Facility Plan, integrating all of the previously reviewed sections. We will meet with Village staff for final review, revisions and concurrence on the on the Draft Facility Plan. Trotter and Associates, Inc. will make a formal presentation to the Village Board of the 95% Draft for concurrence and approval. We will incorporate any changes required by the Village Board. TAI will provide up to three hard copies as well as digital copies of all documents.

Wastewater Master Plan Update Schedule

Overall Schedule	Approximately Six (6) Months
Collection and Review of Data, Discussions with Village	Four (4) Months from Notice to Proceed
First Draft Report Submission Date	Five (5) Months from Notice to Proceed
*Amended Draft Report Submission Date	One (1) Month after Draft Submission
*Final Report Submission Date	One (1) Month after Amended Report Submission

*Schedule contingent upon Village providing comments within two weeks of draft submittals.

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services is estimated to be \$110,600 based on the following assumed distribution of compensation:

Wastewater Master Plan Update	\$104,900
Reimbursable Expenses	\$ 500
<u>Pre-authorized Amount for Addendum</u>	<u>\$ 5,200</u>
Total Authorized for Engineering	\$110,600

Reimbursable Expenses. Engineer has incorporated \$500 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated based on actual cost as a pass-through without mark-up.

Pre-Authorized Amount for Design Addendum. ENGINEER has incorporated a portion of this proposal as an allowance for tasks requested by the CLIENT that are beyond the project scope outlined. This amount will only be billable if approved in writing at the discretion of the CLIENT.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:	Trotter and Associates, Inc.:
_____	 _____
By: _____	By: _____
Title: _____	Title: _____
Effective Date: _____	Date Signed: _____
Address for giving notices:	Address for giving notices: 40W201 Wasco Road, Suite D St. Charles, Illinois 60175
Designated Representative	Designated Representative Jillian Kiss, PE
Title:	Title: Project Manager
Phone Number:	Phone Number: 630/587-0470
Facsimile Number:	Facsimile Number: 630/587-0475
E-Mail Address:	E-Mail Address: j.kiss@trotter-inc.com

ATTACHMENTS:

- EXHIBIT A – STANDARD TERMS AND CONDITIONS
- EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES
- EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS
- EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's

- services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
- 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property

interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000

- 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
- 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
- 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
- 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000

- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by

CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will

release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the

Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity

from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2021 Schedule of Hourly Rates

2021 Reimbursable Expenses

Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$55.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer Level I	\$114.00	1- 249 Sq. Ft.		
Engineer Level II	\$126.00	Engineering Copies	Sq. Ft.	\$0.27
Engineer Level III	\$138.00	250-999 Sq. Ft.		
Engineer Level IV	\$153.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer Level V	\$173.00	1000-3999 Sq. Ft.		
Engineer Level VI	\$198.00	Engineering Copies	Sq. Ft.	\$0.23
Engineer VII	\$208.00	3999 Sq. Ft. & Up		
Engineer VIII	\$239.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Principal Engineer	\$245.00			
Technician Level I	\$98.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Technician Level II	\$119.00	Comb Binding > 120 Sheets	Each	\$4.75
Technician Level III	\$139.00	Comb Binding < 120 Sheets	Each	\$3.50
Technician Level IV	\$151.00			
Senior Technician	\$167.00	Binding Strips (Engineering Plans)	Each	\$1.00
GIS Specialist I	\$98.00	5 Mil Laminating	Each	\$1.25
GIS Specialist II	\$114.00	Copy 11" x 17"	Each	\$0.50
GIS Specialist III	\$155.00	- Color		
Clerical Level I	\$66.00	Copy 11" x 17"	Each	\$0.25
Clerical Level II	\$78.00	- Black and White		
Clerical Level III	\$91.00	Copy 8.5" x 11"	Each	\$0.25
Survey Technician Level I	\$66.00	- Color		
Survey Technician Level II	\$81.00	Copy 8.5" x 11"	Each	\$0.12
Survey Crew Chief	\$166.00	- Black and White		
Professional Land Surveyor	\$200.00	Recorded Documents	Each	\$25.00
Department Director	\$198.00	Plat Research	Time and Material	
Prevailing Wage Survey Foreman**	\$191.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Worker**	\$186.00	Field / Survey Truck	Each Day	\$45.00
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

Engineer hereby agrees to incorporate and accept the following provisions to be included in the aforementioned Agreement at no additional compensation:

- A. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- B. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- C. Audit and access to records clause:
1. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 2. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
 3. All information and reports resulting from access to records pursuant to the above section C.1 shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, or the audited parties.
 4. Records under the above section C.1 shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Illinois Administrative Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
- D. Covenant Against Contingent Fees:
- The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or in its

discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

E. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Engineer certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The Engineer understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *January 5, 2022*

TO: Bob Mitchard, Public Works Director

FROM: *Thomas Hall, Chief Wastewater Operator*

SUBJECT: Trotter & Associates (TAI) Professional Engineering Services – WWTF Biosolids Handling Improvements

The focus of the WWTF Biosolids Handling Improvements project is to gain insight as to the best course of action as we are approaching the end of equipment service life and to address the issue of reduced processing and future storage capacity.

The current belt filter press is used for the dewatering of anaerobic and aerobic sludge that is produced on a daily basis. This equipment is second in criticality only to the lift station pumps that convey the wastewater to and through the treatment process. The Ashbrook belt filter press installed in 2002 has a life expectancy of 15-20 years. As we approach the end of the manufacturer's recommended life expectancy the cost to maintain this equipment is becoming greater as well as the length of the downtime to make the necessary repairs, hindering our ability to process sludge as needed.

The scope of work defined by Trotter and Associate's Biosolids Handling Improvement proposal is as follows.

Phase 1 – Conceptual Design

Engineer shall:

- a) Develop a conceptual site plan with layout of proposed structure(s), piping, and sequence of construction.
- b) Based on the conceptual design, prepare conceptual level cost estimate for the proposed improvements.

- c) Compare conceptual level cost information against rehabilitation of the existing belt filter press and contract dewatering services fees over the service life of the proposed improvements.

Phase 2 – Preliminary Design

Engineer shall:

- a) Prepare 30% preliminary design phase documents consisting of engineering calculations, preliminary drawings, and written descriptions of the project.
- b) Advise and assist Village in obtaining necessary reports, data, information, or testing services.
- c) Submit to the Village two copies of Preliminary Design Phase documents and revised opinion of probable construction cost

The engineering fee for the scope of services they will provide was quoted at \$71,000.00. Funds were requested and approved within the FY2021/22 Budget under the Water and Sewer Capital Improvement Fund 12900400-42232, in the amount of \$70,000.00. The additional \$1000.00 needed would be transferred from construction oversight for the Ratt Creek Reach 5 Sanitary Sewer relocation project as this was \$70,000 under budget.

Recommendation:

The Committee of the Whole act in moving this matter forward to the Village Board for the approval of \$71,000 to retain the professional services of TAI to conceptualize and partially design the Biosolids Handling Improvements.



August 5, 2021

Mr. Robert Mitchard
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Village of Algonquin
WWTF Biosolids Handling Improvements
Engineering Services Proposal

Dear Mr. Mitchard:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the WWTF Biosolids Handling Improvements (hereinafter referred to as the "PROJECT").

Project Background

The Village of Algonquin owns and operates a collection system, lift stations and a 5.0 MGD wastewater treatment facility which serves the Village's residents and businesses. The Village's assets must be maintained to continue providing a high level of service.

The Village completed a Wastewater Facility Plan Update in 2014. The Plan is a management and planning document used to identify, evaluate and plan required wastewater system improvements. It provided an assessment of the collection and treatment systems' abilities to meet current and future loads, and regulatory requirements. The Plan provides critical information for improvements to correct current and projected deficiencies. Several of the recommendations have been addressed since the development of the Plan. Of the remaining recommended improvements, TAI suggested the Village budget for engineering fees to complete Conceptual Design and Preliminary Design phases for the WWTF Biosolids Handling Improvements in the 2021-2022 fiscal year. Completion of Preliminary Design will provide the Village with a more precise probable construction cost to implement the selected improvements that can be used for future budgeting.

The 2014 Wastewater Facility Plan identified major deficiencies of all biosolids handling processes – aerobic digestion, anaerobic digestion, WAS thickening and sludge dewatering. The existing sludge handling building is not conducive to redundant equipment due to its size and layout. Therefore, construction of a new building and all new equipment was evaluated. The 2014 Plan eliminated the new building alternative because capital costs of a rehabilitation are significantly less than the construction of

new building and land acquisition. Therefore, biosolids handling deficiencies being addressed in the ongoing Phase 6B Improvements are within the footprint of the existing solids handling building.

Solids handling has two main purposes: stabilization and volume reduction. The Village currently utilizes both aerobic and anaerobic digestion for biosolids stabilization. Rehabilitation of both digestion processes was recommended in the 2014 Plan and are currently being upgraded in the Phase 6B Improvements project.

Volume reduction of the sludge is typically achieved through thickening and dewatering, both of which the Village utilize. Reducing the volume of sludge by reducing the water content benefits the sludge stabilization process with respect to performance as well as energy savings. The Village's sludge thickening equipment is currently being replaced in the Phase 6B Improvements.

The Village uses a belt filter press to dewater digested sludge prior to being stored in the dewatered sludge storage building and contracts hauling services off-site for land application. The facility operates one Ashbrook belt filter press installed in 2002 (Phase 5D expansion) and has a 15-20 year service life. It is a critical piece of equipment of the solids handling process but lacks redundancy. The equipment is in poor condition and requires replacement.

Dewatered Sludge Storage: The existing sludge storage barn has capacity for approximately 1,900 cubic yards of dewatered biosolids (7 feet solids depth). Illinois Recommended Standards requires a minimum of 150 days storage to be provided in order to account for inclement weather and cropping practices. Based on the current solids handling practices, the Village has been averaging approximately 360 cubic yards of dewatered solids per month, or approximately 1,800 cubic yards every 150 days. However, the Algonquin WWTF is only operating at approximately 64% of the available capacity. Therefore, the Village will run out of available sludge storage capacity before the plant reaches full design capacity.

The Village's existing sludge storage barn has adequate capacity at existing conditions but additional storage capacity will be required in the future. To increase storage capacity, the following alternatives were considered:

1. Daily trailers to haul solids off-site (by contracted hauler) – Daily trailers will eliminate the need for on-site sludge storage. Removing the sludge storage barn from the plant site will also make available valuable space for future infrastructure associated with plant expansion projects.
2. Construct an off-site sludge storage facility – The Village could utilize Village equipment to transport dewatered sludge to a larger off-site storage facility. The storage facility would be adequately sized to accommodate future sludge quantities and meet storage requirements.

The 2014 Plan states that Village staff selected to utilize contracted daily trailers to move sludge cake off site. The Village's goal is to also maximize existing storage by improving sludge dewatering performance. This will be achieved by upgrading the existing dewatering technology to one that could achieve higher cake solids content, such as centrifuges.

Project Understanding

The 2014 Plan considered sludge dewatering options that provide higher solids concentrations and full redundancy. The Plan evaluated dewatering technologies managed by in-house staff (belt filter press, centrifuge, and sludge drying) as well as contracting dewatering operations to an outside contractor. Selection of an in-house dewatering operation was largely dependent on the future of the existing sludge

handling building. The existing sludge handling building is not conducive for a redundant belt filter press unit or a heat dryer setup due to space limitations.

The 2014 Plan recommended replacement of the existing belt filter press with two centrifuges. Centrifuge technology will produce a dryer cake and has a smaller footprint allowing two centrifuges to be installed within the current dewatering room. The expected life of a centrifuge is 15-20 years. Design flows greater than 6 MGD will require the construction of a new sludge handling building; however, expansion beyond 6 MGD is not foreseen in the next 15-20 years.

More recently, TAI has had success with the rehabilitation of existing belt filter presses, specifically in Sturgeon Bay, Wisconsin and Glenbard Wastewater Authority Lombard, Illinois. TAI will also evaluate this option supplemented with contracted temporary dewatering as redundancy.

Trotter and Associates, Inc. will be working closely with the Village's management and operational staff throughout the planning, design and construction phase. During conceptual design TAI will evaluate installation of new centrifuge equipment or rehabilitation of the existing belt filter press with contract dewatering services. Further Design Engineering Services will include the scope of work defined and outlined at the completion of the Conceptual Design phase. At the conclusion of Conceptual Design TAI will be able to provide fees to complete the design development and final design engineering phases in fiscal year 2022-2023. TAI understands the WWTF budget is typically submitted early November.

During the preliminary design phase, TAI will host bi-weekly meetings to review alternative layouts, configurations, equipment selection and discuss other key elements so the Village is able to make informed decisions. The decisions and selections to be made during the initial meetings regarding equipment selection does not impact the engineering required to complete the preliminary and final design. TAI will work with Village staff to select materials, develop layout, and refine cost estimates.

At the conclusion of preliminary design, TAI will confirm with Staff that the proposed solution meets the Village's long-term needs and proceed with final design and permitting of the proposed improvements upon approval by the Village. However, it is understood that the intent of this contract is to provide the Village with a more precise probable construction cost to implement the selected improvements that can be used for future budgeting.

If it is the Village's intention to fund the project through the Illinois EPA Low Interest Loan Program. A simplified Facility Plan Update (Project Plan) which addresses the Illinois EPA's criteria will be required.

This Agreement does not include final design engineering services, permitting assistance, IEPA Project Plan development, IEPA loan application assistance, bidding services, or construction-related services. These services will be provided under a separate Agreement or contract addendum if requested.

Project Scope

Phase 1 Conceptual Design

During the Conceptual Design Phase, Engineer shall:

1. Meet with Village staff to compile the necessary data collect pertinent information regarding site layout and operations.
 - a. Conduct a meeting with staff (and vendors, as needed) to review sludge dewatering and conveyance technologies including centrifuges, screw conveyors, belt conveyors, polymer feed skids and any other technologies.
2. Conduct as many site visits as necessary for conceptual layouts to facilities with the selected technology.
3. Develop a conceptual site plan with layout of proposed structure(s), conceptual piping, and sequence of construction.
4. Based on the conceptual design, prepare conceptual level cost estimate for the proposed improvements.
5. Compare conceptual level cost information against rehabilitation of the existing belt filter press and contract dewatering service fees over service life of the proposed improvements.
6. Meet with Village staff to present findings and recommendation. Proceed with Preliminary Design upon approval.

Phase 2 Preliminary Design

Upon authorization to proceed with Preliminary Design, Engineer shall:

1. Meet with Village Staff on a bi-weekly basis to determine equipment selection and design layout details for the project.
2. Prepare 30% Preliminary Design phase documents consisting of engineering calculations, preliminary drawings, and written descriptions of the Project.
3. Advise Village if additional reports, data, information, or testing services are necessary and assist Village in obtaining such reports, data, information, or services.
4. Submit to the Village two copies of Preliminary Design Phase documents and revised opinion of probable Construction Cost.

Project Schedule

<u>Task</u>	<u>Anticipated Date</u>
Phase 1 Project Kick-off	September 2021
Phase 1 Completion and Review Meeting	November 2021
Phase 2 Completion and Review Meeting	February 2022

Compensation

The amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project.

The total compensation for services is estimated to be **\$71,000** based on the following assumed distribution of compensation:

Conceptual Design Phase	\$15,000
Preliminary Design Phase	\$54,800
Base Engineering Fees	\$69,800
Reimbursable Expenses	\$1,200
Total Authorized for Engineering	\$71,000

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Village of Algonquin

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

2200 Harnish Drive
Algonquin, IL 60102

Designated Representative

Title:

Phone Number:

E-Mail Address:

ENGINEER:

Trotter and Associates, Inc.

_____ 

By: Robert Scott Trotter, PE, BCEE

Title: President

Date Signed: August 5, 2021

Address for giving notices:

40W201 Wasco Road, Suite D
St. Charles, IL 60175

Designated Representative: Jillian Kiss, PE

Title: Project Engineer

Phone Number: (630) 587-0470

E-Mail Address: j.kiss@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.

- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar

circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure

of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are

furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000

- b. General Aggregate: \$5,000,000
- 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
 - Each Accident \$1,000,000
- 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000

- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or

suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or

ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition,

the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2021 Schedule of Hourly Rates

Classification	Billing Rate	2021 Reimbursable Expenses		
Engineering Intern	\$55.00			
Engineer Level I	\$114.00	Item	Unit	Unit Price
Engineer Level II	\$126.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer Level III	\$138.00	1- 249 Sq. Ft.		
Engineer Level IV	\$153.00	Engineering Copies	Sq. Ft.	\$0.27
Engineer Level V	\$173.00	250-999 Sq. Ft.		
Engineer Level VI	\$198.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer VII	\$208.00	1000-3999 Sq. Ft.		
Engineer VIII	\$239.00	Engineering Copies	Sq. Ft.	\$0.23
Principal Engineer	\$245.00	3999 Sq. Ft. & Up		
Technician Level I	\$98.00	Mylar Engineering Copies	Each	\$8.00
Technician Level II	\$119.00	up to 24" by 36"		
Technician Level III	\$139.00	Color Presentation Grade	Sq. Ft.	\$5.15
Technician Level IV	\$151.00	Large Format Print		
Senior Technician	\$167.00	Comb Binding > 120 Sheets	Each	\$4.75
GIS Specialist I	\$98.00	Comb Binding < 120 Sheets	Each	\$3.50
GIS Specialist II	\$114.00	Binding Strips (Engineering Plans)	Each	\$1.00
GIS Specialist III	\$155.00	5 Mil Laminating	Each	\$1.25
Clerical Level I	\$66.00	Copy 11" x 17"	Each	\$0.50
Clerical Level II	\$78.00	- Color		
Clerical Level III	\$91.00	Copy 11" x 17"	Each	\$0.25
Survey Technician Level I	\$66.00	- Black and White		
Survey Technician Level II	\$81.00	Copy 8.5" x 11"	Each	\$0.25
Survey Crew Chief	\$166.00	- Color		
Professional Land Surveyor	\$200.00	Copy 8.5" x 11"	Each	\$0.12
Department Director	\$198.00	- Black and White		
Prevailing Wage Survey Foreman**	\$191.00	Recorded Documents	Each	\$25.00
Prevailing Wage Survey Worker**	\$186.00	Plat Research	Time and Material	
Sub Consultants	Cost Plus 5%	Per Diem	Each Day	\$30.00
<i>**Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules</i>		Field / Survey Truck	Each Day	\$45.00
		Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

Engineer hereby agrees to incorporate and accept the following provisions to be included in the aforementioned Agreement at no additional compensation:

- A. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- B. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- C. Audit and access to records clause:
 - 1. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 - 2. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
 - 3. All information and reports resulting from access to records pursuant to the above section C.1 shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, or the audited parties.
 - 4. Records under the above section C.1 shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Illinois Administrative Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
- D. Covenant Against Contingent Fees:

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or in its

CLIENT Initial _____

TAI Initial _____



discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

E. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Engineer certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The Engineer understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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Village of Algonquin

Police Department

-MEMORANDUM-



DATE: January 6, 2022
TO: Tim Schloneger, Village Manager
FROM: John Bucci, Chief of Police
SUBJECT: Intergovernmental Agreement regarding the Countywide Police Social Work Program

The Algonquin Police Department is seeking Board approval to participate in the Countywide Police Social Work Program. This program will provide the Village with 24 hour, on-call services from a Police Social Worker, as well as consultation services year-round.

This program allows for the department to have access to a licensed social worker, either by phone consultation or direct in-person response. Having this resource enhances the village's stance towards providing mental health services to our community members and will be in addition to our current referral practices. Social workers will also connect residents to social service providers as needed and conduct follow-ups with clients.

The IGA specifies an initial fee of \$35,000.00 for the first year. Subsequent years will be calculated based on the criteria provided in section 4.0 Compensation.

I respectfully request consensus to move this item forward for Village Board approval.



McHENRY COUNTY SHERIFF'S OFFICE

2200 N. Seminary Avenue ▪ Woodstock, Illinois 60098 ▪ p: 815-338-2144
www.mchenrysheriff.org ▪ sheriff@co.mchenry.il.us

BILL PRIM
SHERIFF

December 3, 2021

Dear Municipal Leaders and Elected Officials,

The McHenry County Sheriff's Office is eager to share with you the IGA that has been prepared for the Countywide Police Social Work program, with assistance from the McHenry County States' Attorney's Office Principal Assistant State's Attorney Jana Blake.

For your information:

- Any questions related to the IGA, contact ASA Jana Blake at 815-334-4164, JEBlake@mchenrycountyil.gov
- Please, if possible, have IGAs returned by January 15, 2022 to Sandra Salgado, so we will have time to plan for all program participants.
- Please direct administrative or other questions related to the Police Social Work program to me, Sgt. Aimee' Knop.

We look forward to working with all of you,

Sgt. Aimee' Knop

Sgt. Aimee' Knop
McHenry County Sheriff's Office
2200 N. Seminary Ave.
Woodstock, IL 60098
Agency Phone: 815-338-2144
Sgt. Knop Office: 815-334-4735
anknop@mchenrycountyil.gov

Sandra Salgado
McHenry County Sheriff's Office
2200 N. Seminary Ave.
Woodstock, IL 60098
815-334-4087
sfsalgado@mchenrycountyil.gov

INTERGOVERNMENTAL AGREEMENT FOR POLICE SOCIAL WORKER PROGRAM

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter "COUNTY") and the City/Village of Algonquin (hereinafter "Municipality").

WHEREAS, the MUNICIPALITY agrees to obtain the services of the COUNTY for purposes of providing twenty four (24) hour on call services, response to calls for service by a Police Social Worker (PSW), as well as consultation to and from the COUNTY and the MUNICIPALITY personnel;

WHEREAS, the COUNTY agrees to provide twenty-four (24) hour on-call services by a PSW for the MUNICIPALITY, response to calls for service by municipality as well as consultations with law enforcement officers to and from the COUNTY and the MUNICIPALITY personnel;

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et al., to enter into intergovernmental agreements, ventures, and undertakings to perform jointly and governmental purpose or undertaking either of them could do singularly.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

1.0 TERM OF AGREEMENT

This agreement shall be from May 1, 2022 through April 30, 2024, the date of the signature of the parties notwithstanding, unless terminated by any party, with or without cause, upon not less than sixty (60) days written notice as provided in paragraph 6.0 of this agreement.

2.0 DUTIES OF THE COUNTY

- A. The COUNTY shall provide on call services from a Police Social Worker, response to calls for service and consultation services to the MUNICIPALITY on a twenty-four (24) hour per day basis, 365 days per year excepting leap year, in which case leap year on call, response services and consultation services shall be provided on a twenty-four (24) hour per day basis 366 days per year.
- B. The County, through the Police Social Worker, will aid in education, training of officers in mental health response in times of crisis.
- C. The COUNTY, in its discretion, reserves the right to determine who will be employed by the COUNTY. The MUNICIPALITY retains no employment rights or liability for employment of PSW to the COUNTY.

3.0 DUTIES OF MUNICIPALITY

- A. The MUNICIPALITY agrees to provide a private work space for the PSW assigned to them with the COUNTY's PSW Program and to pay for the cost associated with such space. The MUNICIPALITY further agrees to maintain the MUNICIPALITY's space and any equipment in a clean and proper working order.

4.0 COMPENSATION

- A. The MUNICIPALITY shall pay the COUNTY a fee of \$35,000 for the first year, payable in one payment on the 15th of July, 2022. The annual fee for each of the remaining year in this Agreement shall be due on the 15th of July, 2023.
- B. There shall be an annual increase for additional years following this contract to be determined by the end of this agreement date. Any additional fees as well as the annual increase will be calculated by the COUNTY after consultation with the PSW advisory council and considering the following:
 - 1) The MUNICIPALITY's percentage of operating costs based on the initial two (2) year average of on call services and responses to call for services data from May 2022 to April 2024.
 - 2) Operating costs are based on the cost to the COUNTY for the Police Social Workers and percentage of the LCPC Supervisor, Admin Assistant and Program Director's salary and benefits (IMRF, SSA, Medicare, Insurance, and miscellaneous costs such as training and vehicle).
 - 3) A call for service is defined as: A telephone or radio request received by the COUNTY or an officer-initiated activity requiring interaction between the officer and County PSW.

5.0 INDEMNIFICATION

- A. The MUNICIPALITY agrees to defend itself in any actions or disputes brought against the MUNICIPALITY in connection with or as a result of this agreement and to hold harmless and indemnify the COUNTY and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligence or acts of the MUNICIPALITY and MUNICIPALITY police department. The COUNTY shall hold harmless and indemnify the MUNICIPALITY and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligence or acts of the COUNTY in the performance of their duties under paragraph 2.0 of this agreement.

- B. The MUNICIPALITY and the COUNTY shall maintain for the duration of this agreement, and any extensions thereof, at their own expense, insurance that includes “Occurrence” basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best’s Rating of “A” or higher with a Best’s financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:
- 1) Commercial General Liability in a broad form, to include but not limited to coverage for the following where exposure exists: bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$500,000 per occurrence and \$1,000,000 in the aggregate;
 - 2) Business Auto Liability, to include but not limited to, bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
 - 3) Workers Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must include Employer’s Liability with minimum limits of \$100,000 for each incident.
- C. In reference to the insurance coverage maintained by the MUNICIPALITY and the COUNTY, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other party. Certificates of Insurance evidencing the above-required insurance shall be supplied to the other party with ten (10) days of approval of this agreement.
- D. The MUNICIPALITY shall name the COUNTY as additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the COUNTY. The MUNICIPALITY acknowledges that any insurance maintained by the COUNTY shall apply in excess of and not contribute to, insurance provided under the MUNICIPALITY’s policy.
- E. The COUNTY shall name the MUNICIPALITY as an additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the MUNICIPALITY. The COUNTY acknowledges that any insurance maintained by the MUNICIPALITY shall apply in excess of, and not contribute to, insurance provided under the COUNTY’s policy.

6.0 TERMINATION

- A. Either party may, with or without cause, terminate this agreement upon not less than sixty (60) days written notice delivered by mail or in person to the other parties.
- B. The MUNICIPALITY shall be responsible for payment to the COUNTY for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, pro-rated basis, based upon the contractual amounts cited above in paragraph 4.0 of this agreement. The COUNTY shall be responsible for the billing of said costs.
- C. The parties agree that they shall remain liable in accordance with paragraph 5.0 for all lawsuits filed for acts or omissions or any negligent, willful or wanton acts or omissions which occurred while a party to this Agreement.

7.0 NO ASSIGNMENT

Neither party shall assign this agreement without the prior written approval of the other party.

8.0 NO SUBCONTRACTORS

Neither party shall enter into subcontracts for any services provided for in this Agreement.

9.0 GOVERNING LAW

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

10.0 NO DISCRIMINATION

No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of, the program which is the subject of this agreement on the basis of race, religion, color, sex, age, disability, sexual orientation, or national origin.

11.0 SEVERABILITY

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this agreement.

12.0 NO AGENCY

The parties agree that nothing contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or constituting the MUNICIPALITY (including its officers, employees and agents) as agents, representatives, or employees of the COUNTY for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or constituting the COUNTY (including its officers, employees and agents) as agent, representatives of the MUNICIPALITY, for any purpose, or in any manner, whatsoever.

13.0 NOTICES

A. The MUNICIPALITY agrees to promptly notify the COUNTY in writing of:

- 1) Any decision to terminate this agreement,
- 2) The receipt of notice of any claim or lawsuit involving the services provided under this agreement, and
- 3) The receipt of any written or verbal requests for inspection and/or copying of any documents relating in any manner whatsoever to the services provided by the COUNTY or the MUNICIPALITY under this agreement as well as the MUNICIPALITY or the MUNICIPALITY's police department's proposed response thereto.

B. All notices permitted or required under this agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

To the COUNTY: Peter Austin, County Administrator
County of McHenry
2200 N. Seminary Ave.
Woodstock, IL 60098

To the MUNICIPALITY: _____, Board President
MUNICIPALITY of _____

_____, IL _____

14.0 ENTIRE AGREEMENT

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.
- B. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand as written below:

MUNICIPALITY OF _____

By: _____
_____, President
MUNICIPALITY of _____

Date: _____

COUNTY OF MCHENRY

By: _____
Michael Buehler, Chairman
McHenry County Board

Date: _____

ATTEST:

Joe Tirio
McHenry County Clerk

Date: _____