



Andrew J. Maglio Mayor  
Patty Burns Village Clerk

## AGENDA

**VILLAGE OF ROSELLE  
MEETING OF THE BOARD OF TRUSTEES  
Roselle Village Hall – 31 S. Prospect Street  
Monday, July 10, 2017 – 7:00 p.m.**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation of Prepared Agenda**
5. **Citizen Comments/Questions**  
Residents who wish to address the Board, please come to the podium, state your name and address, and limit your comments to three minutes. A resident may comment on a Consent Agenda item during this portion of the meeting.
6. **Officials and Staff Reports**
  - A. Mayor
  - B. Village Trustees
  - C. Village Clerk
  - D. Village Administrator
  - E. Village Attorney
  - F. Chamber of Commerce Liaison

### **CONSENT AGENDA**

All items listed on the Consent Agenda are considered to be routine, procedural, informational, self-explanatory, or non-controversial in nature and will be enacted in one motion. There will be no discussion of these items unless a Board member requests that an item be removed from the Consent Agenda and placed on the Regular Agenda.

1. Presentation of Village Board Minutes of June 26, 2017
2. Presentation of Committee of the Whole Minutes of June 26, 2017.
3. Adopt a Resolution authorizing the Mayor to execute a work order for preliminary engineering design services for the Kennedy Lift Station Improvements between the Village of Roselle and Trotter and Associates, Inc.

4. Adopt a Resolution authorizing the execution of a contract between the Village of Roselle and Fulton Technologies, Inc. for a replacement microwave point to point data link between the Police Department and Public Works Department.
5. Approve first partial payment for Watermain Replacement to Patnick Construction, Inc. in the amount of \$208,590.88.
6. Approve first partial payment for the 2017 Street Improvement Program to Schroeder Asphalt Services, Inc. in the amount of \$370,621.46.
7. Approve first partial payment for Metra Parking Lot Resurfacing to Schroeder Asphalt Services, Inc. in the amount of \$18,493.83.

## **REGULAR AGENDA**

7. **Community Development – Trustee Lee Trejo**
8. **Administration – Trustee Heather Pransky**
9. **Fire – Trustee Patrick Devitt**
10. **Police – Trustee Bruce Berkshire**
11. **Public Works – Trustee Wayne Domke**
12. **Finance – Trustee David Pileski**
  - A. Approve Accounts Payable List for July 10, 2017 in the amount of \$1,456,371.28.
13. Citizen Comments/Questions (Residents who wish to address the Board, please come to the podium, state your name and address, and limit your comments to three minutes.)
14. Executive Session (Motion to Convene Executive Session)
  - A. Litigation
  - B. Collective Bargaining
  - C. Review of Closed Session Minutes
  - D. Personnel
  - E. Real Property
  - F. Security Procedures
  - G. Risk Management
15. Other Business – For Discussion Only
16. Adjourn



**AGENDA ITEM # Consent Agenda #3**

**AGENDA ITEM EXECUTIVE SUMMARY**

**Village Board Meeting**

**July 10, 2017**

**Item Title: Preliminary Engineering Design Services for the Kennedy Lift Station Improvements.**

**Staff Contact: Victor C. Ramirez, Interim Public Works Director**

**VILLAGE BOARD ACTION**

**Adopt a Resolution authorizing the Mayor to execute a work order for Preliminary Engineering Design Services for the Kennedy Lift Station Improvements between the Village of Roselle and Trotter and Associates, Inc.**

**Executive Summary:**

The Kennedy Lift Station was built in 1971 and is in poor condition and at the end of its useful life. Due to the complexity of the lift station and the consideration of conversion to a submersible station and the constraints of relocating this lift station, it is in the best interest of the Village to have preliminary engineering analysis performed to address these challenges. The preliminary engineering will address location preferences and feasibility, rebuilding in place, confirm hydraulic capacities, evaluate the tributary area, and establish conceptual plans, evaluate alternatives, and provide a recommendation. This will lay the ground work to proceed to final engineering design.

The engineering fees will be covered as part of the IEPA low interest revolving loan program.

The Committee of the Whole discussed this item at the meeting on June 26, 2017 and recommended to the Village Board approval of the Work Order.

**Implications:**

**Is this item budgeted?** Yes. There is \$108,975 in the FY2017 Water and Sewer Capital Improvements Fund.

**Any other implications to be considered?** None.

**Attachments:**

Resolution Trotter Kennedy 7 10 17  
Work Order Trotter 7 10 17

**RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE A WORK ORDER FOR PRELIMINARY ENGINEERING DESIGN  
SERVICES FOR THE KENNEDY LIFT STATION IMPROVEMENTS  
BETWEEN THE VILLAGE OF ROSELLE AND TROTTER AND ASSOCIATES, INC.**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into a Work Order with Trotter and Associates, Inc., 40W201 Wasco Road, Suite D, St. Charles, Illinois 60175 for Preliminary Engineering Design Services for the Kennedy Lift Station Improvements; and

WHEREAS, the Village had approved an agreement for professional design engineering services with Trotter and Associates, Inc. for wastewater improvements; and

WHEREAS, the Agreement contemplated the authorization of further engineering services by Trotter as part of the Qualification Based Selection process for acquiring engineering services; and

WHEREAS, the Preliminary Engineering Design Services will be funded through the IEPA low interest State Revolving Loan Program; and

WHEREAS, the Mayor and Board of Trustees have determined that it is in the best interests of the Village of Roselle to authorize the preliminary design engineering services with Trotter and Associates, Inc. associated with the Kennedy Lift Station Improvements; and

WHEREAS, both parties agree to the terms and conditions set forth in the proposal and Work Order for the Kennedy Lift Station Improvements as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain "Work Order for Preliminary Engineering Design Services for the Kennedy Lift Station Improvements" between the Village of Roselle and Trotter and Associates, Inc., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 10th day of July, 2017

AYES:

NAYS:

ABSTAIN:

ABSENT:

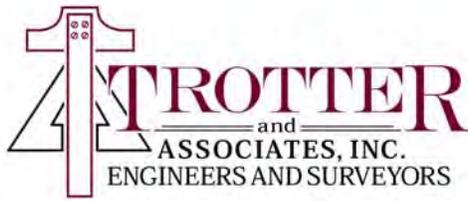
---

Andrew J. Maglio, Mayor

ATTEST:

---

Patricia Burns, Village Clerk



**EXHIBIT A**  
**TAI WORK ORDER NUMBER ROS2017-02**

**Project Name:** Kennedy Lift Station Conversion to Submersible Lift Station

**Facilities Master Plan Projects:** SS7

**TAI Project No.** ROS2017-02

This Work Order is 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 Work Order and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Work Order.

**PROJECT DESCRIPTION**

The Facilities Master Plan evaluated the Kennedy lift station which is located at 795 Plum Grove Road. Built in 1971 this can-type lift station has reached the end of its useful life and is currently 26 years past its life expectancy of 20 years, and thus is in poor condition. As such, it has flooded twice in the last few years due to leaky pump seals. The 2015 facility plan identified the need to perform Infiltration and Inflow (I/I) reduction in the service area and recommended that the existing lift station be replaced within the 5 year Capital Improvements Plan.

The Kennedy lift station is comprised of a 6 foot diameter wet well and a 6 foot diameter dry well with two (2) 40 HP Smith and Loveless Dry Pit Centrifugal Pumps. The current wet well has a depth of 30 feet with a 10" diameter ductile iron forcemain with a length of 6,301 feet that discharges directly to the Metropolitan Water Reclamation District of Greater Chicago's (MWRDGC) system. The lift station receives flow from multiple locations through 8", 18" and 10" lines. According to the facility plan the existing pump station has a capacity of 400 gpm per pump. The original design was to operate with one (1) pump in service and the other serving as a standby. At 400 gpm, the pump station has a firm capacity of 576,000 gpd. Based on pump records provided by the Village this pump station receives an average daily flow of 633,000 gpd, which exceeds the station's design firm capacity.

The pump station's tributary area serves a population equivalent (P.E.) of 5,000 based on Village GIS data. Based on an average daily flow of 633,000 gallons per day and a service area of 5,000 PE, the pump station is receiving roughly 127 gallons per day per PE under average conditions. During wet weather conditions flow significantly increases which leads to significant surcharging of the system. Even under normal operation the peak to average flows according to conventional design criteria would equate to 3.33 times the average flow, 1.9 MGD or 1,320 GPM. Therefore, the existing pump station is unable to keep up with tributary flows during normal operation and the capacity issue must be addressed through the proposed design.

The proposed project includes construction of a triplex submersible lift station adjacent to the existing structures and proposes to reuse the existing 10" forcemain.

**PROJECT UNDERSTANDING**

The Village has been researching easement records to identify space available for construction of the proposed lift station. Based on the records to date it appears that adequate space for construction of a new, 8 foot diameter, 30 foot deep wet well in the existing right-of-way is not practical. Therefore, a number of outstanding issues must be resolved prior to proceeding with final design. It is proposed that the design be completed through a phased approach (conceptual/10%, preliminary/50% and final/100%).

During the conceptual design TAI will work with the Village Staff to confirm the hydraulic design criteria for the lift station, perform draw-down tests of existing infrastructure to evaluate the forcemain head losses, reevaluate the tributary area, and establish a conceptual layout and space requirements needed for construction.

Based on the information gathered during the conceptual design process TAI will work with the public works director to identify practical locations for the new lift station.

The basic design concept of this project includes, but is not limited to the following elements:

- Construction of the new structures adjacent to the existing pump station, including pre-cast wet well, valve vault and meter vault.
- The pumping system will include three (3) submersible pumps
- The valve vault will include plug and check valves for isolation and by-pass connections for a portable pump.
- Flow measurement via a mag-meter will be in a third vault.
- Level control will be monitored by a submersible pressure transducer with back-up floats for operation as well as alarms.
- The electrical system will be housed in suitable NEMA 4X enclosures and include pump PLC control, connection to existing SCADA system and pump starters.
- Connection of the existing well to the proposed wet well during startup
- Removal of the existing wet and dry wells
- Installation of a removable jib crane to aid in pump maintenance
- Installation of the standby generator.

The project is part of the Village of Roselle's IEPA loan program and is listed under Project L175422 in the Preliminary Environmental Impacts Determination Report. The Cost estimate associated with the above project number per the PEID is \$1,395,000. This work order is based on the Village funding some or all of this project using an IEPA Low Interest Loan Program.

#### **PROJECT SCOPE**

*Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;*

##### *A. Conceptual Design Phase*

- 1) Hold a project kick-off meeting with Village Staff to establish project goals and schedule.
- 2) Hold bi-weekly project meetings with Village Staff to discuss findings and current status.
- 3) Confirm the hydraulic design criteria for the lift station.
- 4) Perform draw-down tests of existing infrastructure to evaluate the forcemain head losses.
- 5) Reevaluate the tributary area.
- 6) Establish a conceptual layout and space requirements needed for construction.

#### **PROJECT SCHEDULE**

Services will begin upon execution of this Agreement, which is anticipated on July 10, 2017. The conceptual design phase is expected to take approximately thirty (30) days.

**ESTIMATED COMPENSATION**

**For Basic Services Having a Determined Scope -- Standard Hourly Rates Method of Payment Not To Exceed**

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 will not exceed **\$11,382.00** based on the following distribution of compensation:

	Senior Project Manager	Engineer III	Engineer II	Technician Level III	Totals
	\$ 214.00	\$ 149.00	\$ 130.00	\$ 122.00	
<b>Conceptual Design Phase</b>					
Meeting (Client)	8	8			16
<b>Conceptual Engineering and Design</b>					
Design - Hydraulics	1	12			13
Design - Existing Tributary Evaluation	1	16			17
Draw Down Testing	1	4	4		9
<b>Conceptual Plan Production</b>					
Exhibits/Concept Plan		4		16	20
Subtotal Hours	11	44	4	16	75.00
Subtotal Fees	\$ 2,354.00	\$ 6,556.00	\$ 520.00	\$ 1,952.00	\$ 11,382.00
			Sub-Consultant Design Fees		\$ -
			<b>Total</b>		<b>\$ 11,382.00</b>
			Average Hourly Rate		\$ 151.76

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 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.

**IEPA LOAN SPECIAL PROVISIONS**

Engineer hereby agrees to incorporate and accept the following provisions to be included in the aforementioned Work Order 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 WPCLP loan work under this agreement shall be maintained by the ENGINEER 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 by the ENGINEER 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 by the ENGINEER. 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 by the ENGINEER. 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 by the ENGINEER.

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.

**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, Botterman STP Aerobic Digester and Belt Filter Press Upgrades, 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:	Trotter and Associates, Inc.:
_____	_____
By: _____	By: Colin F. Shulick
Title: _____	Title: Vice President/CFO
Effective Date: _____	Date Signed: _____
Address for giving notices:	Address for giving notices: 40W201 Wasco Road, Suite D St. Charles, IL 60175
Designated Representative	Designated Representative: _____
Title:	Title: _____
Phone Number:	Phone Number: 630-587-0470
Facsimile Number:	Facsimile Number: 630-587-0475
E-Mail Address:	E-Mail Address: _____@trotter-inc.com

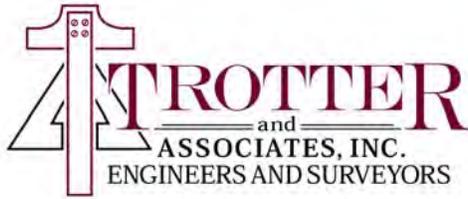
**ATTACHMENTS:**

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

*This page intentionally left blank*

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



## EXHIBIT A - STANDARD TERMS AND CONDITIONS

### Table of Contents

ARTICLE 1 - SERVICES OF ENGINEER	1
1.01    Scope	1
ARTICLE 2 - CLIENT'S RESPONSIBILITIES	1
2.01    General	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	2
3.01    General	2
3.02    Suspension	2
ARTICLE 4 - PAYMENTS TO ENGINEER	3
4.01    Methods of Payment for Services and Reimbursable Expenses of ENGINEER	3
4.02    Other Provisions Concerning Payments	3
ARTICLE 5 - OPINIONS OF COST	3
5.01    Opinions of Probable Construction Cost	3
5.02    Designing to Construction Cost Limit	3
5.03    Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS	4
6.01    Standards of Performance	4
6.02    Authorized Project Representatives	4
6.03    Design without Construction Phase Services	4
6.04    Use of Documents	4
6.05    Insurance	5
6.06    Termination	5
6.07    Controlling Law	6
6.08    Successors, Assigns, and Beneficiaries	6
6.09    Dispute Resolution	6
6.10    Hazardous Environmental Condition	6
6.11    Allocation of Risks	7
6.12    Notices	7
6.13    Survival	7
6.14    Severability	7
6.15    Waiver	7
6.16    Headings	7
6.16    Definitions	7

### 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.

#### 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 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 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.

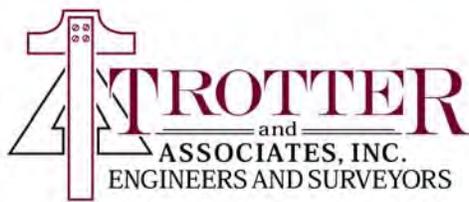
#### 6.16 DEFINITIONS

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

***This page intentionally left blank***

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



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

2017 Schedule of Hourly Rates		2017 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Principal	\$224.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Senior Project Manager	\$214.00			
Project Manager	\$189.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Professional Land Surveyor	\$179.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Project Coordinator	\$179.00			
Senior Project Engineer	\$179.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$166.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level III	\$149.00			
Engineer Level II	\$130.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level I	\$110.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineering Intern	\$51.00	Comb Binding < 120 Sheets	Each	\$3.50
Senior Technician	\$155.00	Binding Strips ( Engineering Plans)	Each	\$1.00
Technician Level IV	\$134.00	5 Mil Laminating	Each	\$1.25
Technician Level III	\$122.00	Copy 11" x 17" - Color	Each	\$0.50
Technician Level II	\$109.00			
Technician Level I	\$96.00	Copy 11" x 17" - Black and White	Each	\$0.25
Clerical Level II	\$75.00	Copy 8.5" x 11" - Color	Each	\$0.25
Clerical Level I	\$63.00			
Survey Crew Chief	\$151.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Survey Technician Level II	\$80.00	Recorded Documents	Each	\$25.00
Survey Technician Level I	\$65.00	Plat Research	Time and Material	
Prevailing Wage Survey Foreman**	\$181.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Worker**	\$176.00	Field / Survey Truck	Each Day	\$45.00
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

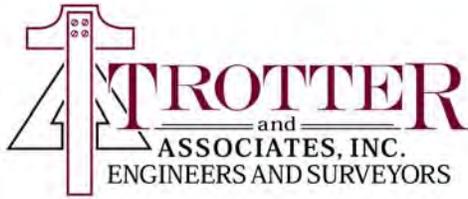
*\*\*Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

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

***This page intentionally left blank***

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT C  
SUPPLEMENTAL CONDITIONS**

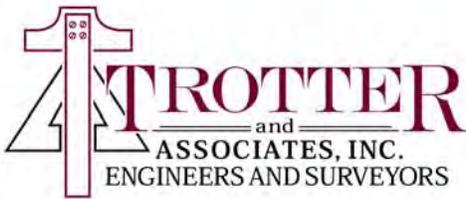
*NONE AT THIS TIME*

\*\*\*\*\*

***This Page Is Intentionally Left Blank***

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:

[ \_\_\_\_\_ ]

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

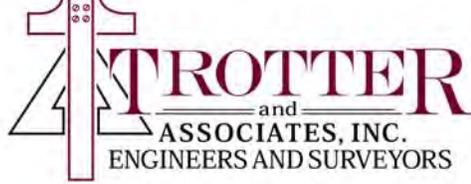
\_\_\_\_\_

TITLE

TITLE

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



*This page intentionally left blank*



**AGENDA ITEM # Consent Agenda #4**

**AGENDA ITEM EXECUTIVE SUMMARY**

**Village Board Meeting**

**July 10, 2017**

**Item Title:**           **Microwave Link Replacement Project**

**Staff Contact:**       Jason M. Bielawski, Assistant Village Administrator

**VILLAGE BOARD ACTION**

**Adopt a resolution authorizing the execution of a contract between the Village of Roselle and Fulton Technologies, Inc. for a replacement microwave point to point data link between the Police Department and Public Works Department.**

**Executive Summary:**

At the June 26, 2017 meeting, the Committee of the Whole unanimously recommended approval of the proposal from Fulton Technologies to replace the existing point to point (PTP) link that consists of an antenna and radios on the roof of the Public Works building and the monopole behind the Police Department. Over this link the Public Works Department sends and receives data from the Village's network including email and internet access as well as accessing documents, files and MUNIS, the Village's financial software. The reliability of the PTP is critical for Public Works operations since the failure of the link will result in Public Works having nearly no access to the Village's network.

Since March, the existing PTP has been failing, particularly during wet weather. As a result, Public Works loses access to the Village's network. In an attempt to trouble shoot the PTP, staff used Fulton Technologies, located in Roselle, to analyze the PTP. The analysis demonstrated several areas causing PTP signal degradation including faults in the coax cable and existing antenna structures and the overall capacity and design of the PTP was deemed insufficient to handle the data transfer speeds required by the Village. In discussions with Fulton and IT staff, it was determined that the entire PTP should be replaced with a high performance licensed microwave link solution that better fits the needs of the Village.

Due to the emergency nature of having a reliable and operational PTP, staff obtained two proposals for a new microwave link solution utilizing the same equipment manufacturer, Cambium Networks. Proposal #1 was in the amount of \$31,168.84. Proposal #2 from Fulton Technologies is in the amount of \$19,950. Fulton Technologies is located in Roselle and has provided the Village with quality installation and maintenance projects in the past including the emergency weather sirens,

commuter parking lot overhead signage as well antenna installation. Fulton Technologies would also service the new PTP on a time and materials basis. Fulton expects to have the new PTP operational by the end of July.

**Implications:**

**Is this item budgeted?** No, this is an unplanned emergency purchase in the amount of \$19,950. However, the cost of the project will be split 50/50 between the General Capital Projects Fund and the Water/Sewer Capital Projects Fund and there is sufficient fund balance in both Funds to cover the cost of this project.

**Any other implications to be considered?**

**Attachments:**

Resolution

Professional Services Contract

**RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE VILLAGE OF ROSELLE AND FULTON TECHNOLOGIES FOR A REPLACEMENT MICROWAVE POINT TO POINT DATA LINK.**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into a contract with Fulton Technologies, 160 N. Garden Avenue, Roselle, IL 60172; and

WHEREAS, the contract is for Fulton Technologies to purchase, configure, and install a replacement microwave point to point data link between the Police Station and Public Works Administration Building; and

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest to that certain contract between the Village of Roselle and Fulton Technologies.

AYES:  
NAYS:  
ABSENT:

\_\_\_\_\_  
Andrew J. Maglio, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Burns, Village Clerk

## **CONTRACT FOR SERVEILLANCE SYSTEM INSTALLATION SERVICES**

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Fulton Technologies, (hereinafter "Contractor").

### **WITNESSETH:**

WHEREAS, the Village is desirous of installing new point to point microwave link equipment at the Roselle Police and Public Works Department located within DuPage County; and

WHEREAS, the Village has determined that it is reasonable, necessary and desirable to obtain the services of a professional systems contractor to supply, configure, and install the microwave link system equipment for the Village; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its proposal which are attached hereto and incorporated herein as Exhibit A. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional contractors under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

2. Compensation. The total amount to be paid Contractor for the services under this Contract and expenses incurred in connection therewith is \$19,950.00. Contractor shall submit its payment requests, and the Village shall pay contractor in accordance with the Local Government Prompt Payment Act.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the Village determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors, omissions or intentional acts or omissions of any agent, subcontractor or contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the Village Administrator, Contractor and each of its agents, subcontractors and contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Contractor against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Contractor's owned, non-owned and leased vehicles which protects Contractor against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Contractor shall obtain any insurance that may be required by Metra and cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors,

employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

6. Evidence of Insurance. Contractor shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Contractor shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

7. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract. Contractor certifies that it is licensed to perform the work provided for in this Contract.

8. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

9. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project

protection and safety. If the Contractor fails to remediate its breach within forty eight (48) business hours the Village administrator may terminate this Agreement. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective.

10. Recovery of Costs. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

11. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

12. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after Village issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the

Village regarding the procurement of records required pursuant to a FOIA request except it may request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless Village and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for Village to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within five days after the Village issues notice of request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all cost connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to Village.

13. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

14. Exclusive jurisdiction for any disputes under this Agreement shall be in the 18<sup>th</sup> Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 10<sup>th</sup> day of June, 2017.

VILLAGE OF ROSELLE  
ADMINISTRATOR'S OFFICE  
31 S PROSPECT ST  
ROSELLE, IL 60172

FULTON TECHNOLOGIES, INC.  
DIVISION OF AERO COMMUNICATIONS Inc.  
160 N. GARDEN AVE  
ROSELLE, IL 60172

BY: \_\_\_\_\_

Mayor

BY: \_\_\_\_\_

President

ATTEST: \_\_\_\_\_

Clerk

ATTEST: \_\_\_\_\_

Secretary

PROPOSAL #2



June 23, 2017

Jason Bielawski  
Assistant Village Administrator  
Village of Roselle  
31 S. Prospect St.  
Roselle, IL 60172

**Re: Police Department to Public Works Microwave Hop Proposal**

Dear Mr. Bielawski:

We are pleased to provide a proposal to the Village of Roselle for the supply and installation of a Cambium 23GHz licensed microwave hop to replace the existing Cisco wireless access point. The microwave hop will provide increased bandwidth for Ethernet communications as well as operate on a licensed frequency regulated by the FCC which is critical for ensuring a clear operating frequency to conduct communications.

The installation includes all material including the antenna, radio, mounting brackets, cable into building, lightning protection to a demarcation point for connection by your IT department into the existing LAN network. Also included is the frequency coordination to obtain an FCC licensed frequency for the village of Roselle to operate on.

The total cost for the microwave hop, which includes all labor, standard installation and material is **\$19,950.00**

**Please Note:** This quotation is based upon a standard installation. Unknown or unforeseen obstacles that complicate or change the scope of work will result in additional costs or require this quotation to be revised and/or voided based upon new information or circumstances beyond our control. There is no provision in this quotation for landscaping or restoration of any kind. Any costs for permits or inspections will be additional and charged to the customer.

Should you have any questions, or require further information, please contact me.

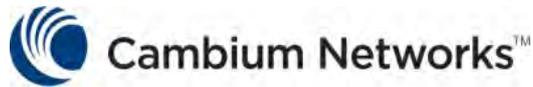
Sincerely,

*John Vistine*  
*Director Civil Alert Services*  
Fulton Technologies, Inc.  
Division of Aero Communications Incorporated

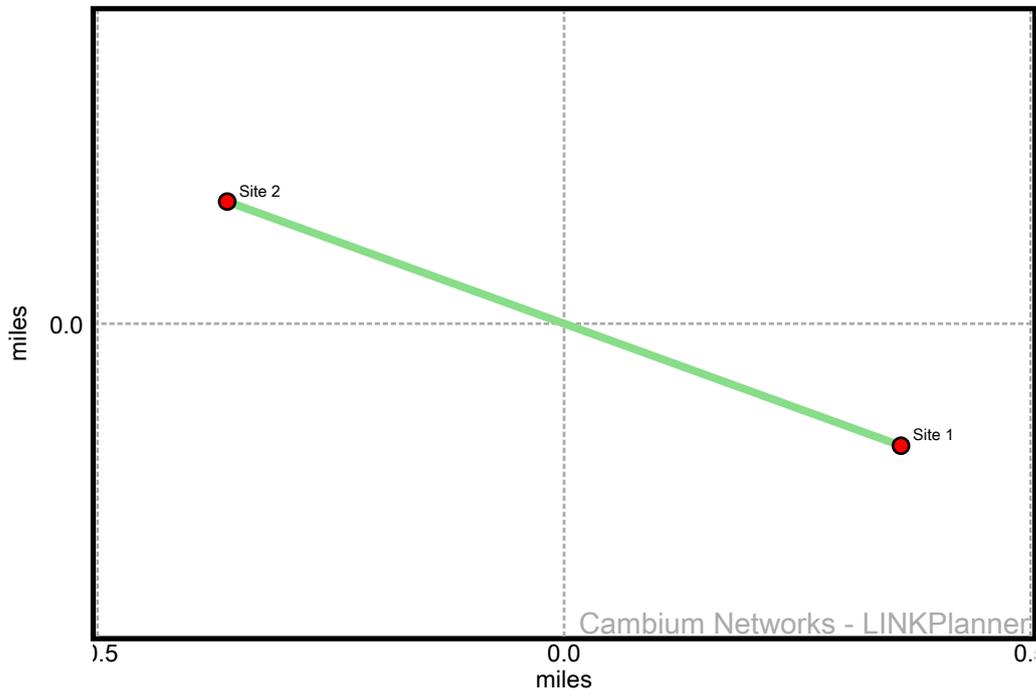
# Project Fulton Tech PTP820S LINKPlanner PTP Proposal Report

## 22 May 2017

Jeff Ellis  
Organization: Winncom Pre-Sales Support  
Phone: x163  
Email: j.ellis@winncom.com



center = 41:59:01.3N 088:05:03.2W



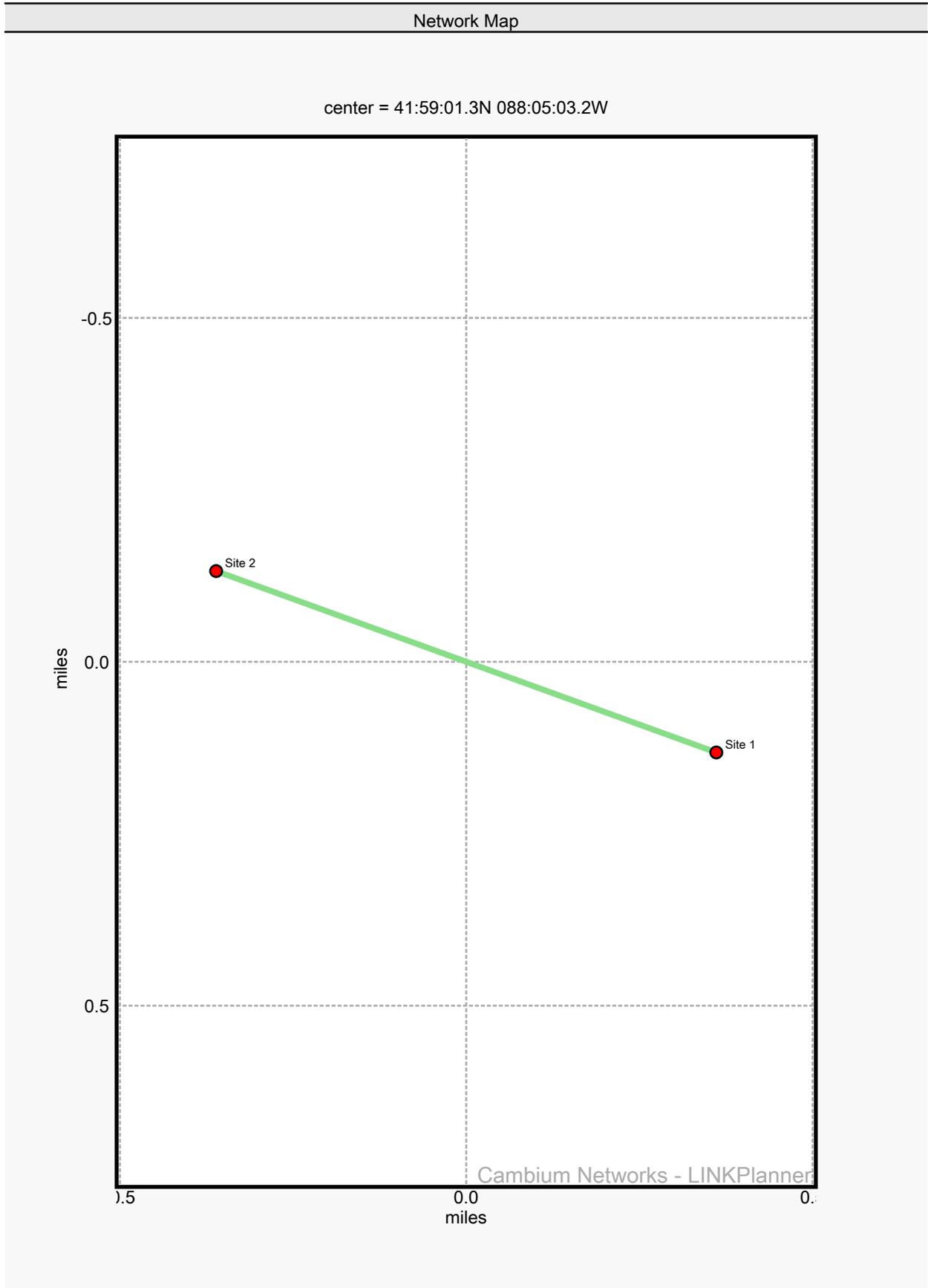
# Table of Contents

1. Project Summary	3
2. Site 1 to Site 2	6
Disclaimer	9

# 1. Project Summary

**Project:** Fulton Tech PTP820S  
**Description:** PTP Link supporting 1XT1 and 300Mbps Ethernet

General Information	
Customer Name	John Vistine
Company Name	Fulton Technologies, Inc.
Address	Divison of Aero Communications Incorporated 160 North Garden Avenue Roselle, IL 60172
Phone	630-893-1395 – Ext. 2524
Cell Phone	630-336-2652
Email	john.vistine@fultontech.net

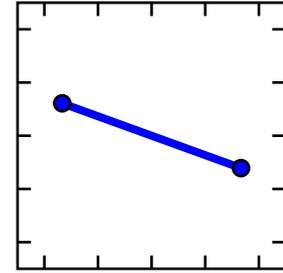


Link name	Product	Local antenna	Remote antenna	Max aggregate IP throughput
Site 1 to Site 2	PTP23820S	Cambium Networks 1ft Single Pol (Global) N230082D021 - Direct	Cambium Networks 1ft Single Pol (Global) N230082D021 - Direct	885.40 Mbps

Bill of Materials : PTP Network		
Part Number	Qty	Description
C000000L033	4	Gigabit Surge Suppressor (56V)
C230082B003	1	PTP 820S Radio 23GHz,TR1200/1232,ChLow,Hi,22400-23020MHz. Please select a TX frequency
C230082B004	1	PTP 820S Radio 23GHz,TR1200/1232,ChLow,Lo,21200-21800MHz. Please select a TX frequency
N000065L001	2	PTP 650 AC Power Injector
N000065L003	2	US Line Cord Fig 8
N000082L014	2	PTP 820 Glands_x5_KIT
N000082L016	1	PTP 820 CAT5E Outdoor 100m drum
N000082L017	4	PTP 820 Grounding Kit for CAT5e F/UTP 8mm cable. Add 2 additional kits per PoE Injector that is installed outdoors
N000082L033	2	PTP 820S Act.Key - Capacity 500M with ACM Enabled, per Tx Chan
N000082L073	2	PTP 820 GBE_Connector_kit
N000082L116	2	PTP 820 GROUND CABLE FOR IDU and ODU
N230082D021	2	PTP 820 1' ANT,SP,23GHz,RFU-C TYPE&Std UBR220 - Andrew. Available in all regions



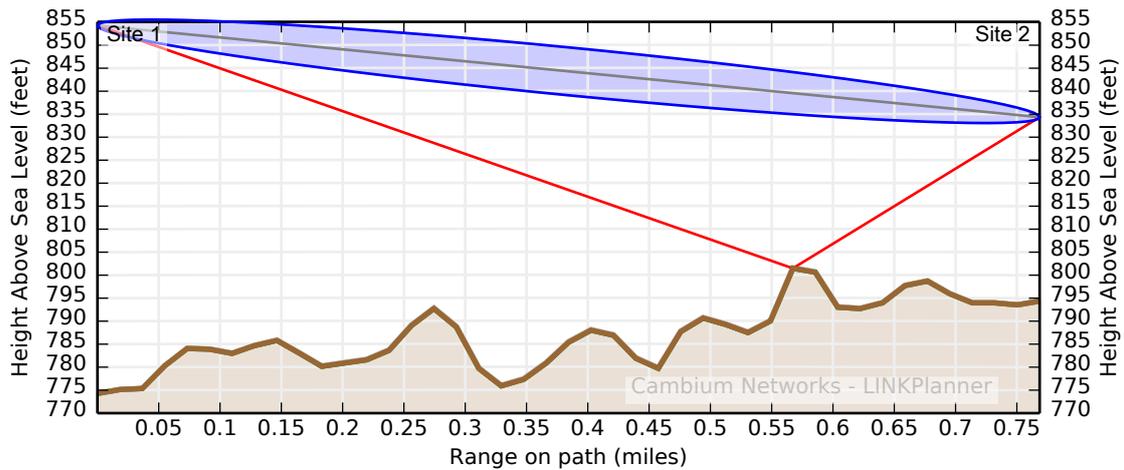
## Site 1 to Site 2



Equipment: Cambium Networks PTP23820S - 1+0

Cambium Networks 1ft Single Pol (Global)  
N230082D021 - Direct @ 80 ft

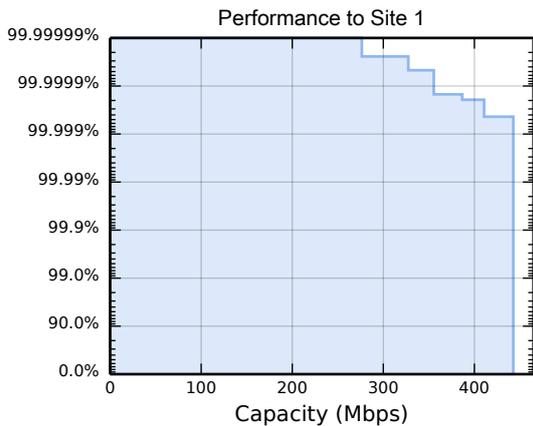
Cambium Networks 1ft Single Pol (Global)  
N230082D021 - Direct @ 40 ft



	Performance to Site 1	Performance to Site 2
Mean IP	442.7 Mbps	442.7 Mbps
IP Availability	100.0000 % for 1.0 Mbps	100.0000 % for 1.0 Mbps

Link Summary			
Link Length	0.769 mi.	System Gain Margin	50.54 dB
Band	23 GHz	Mean Aggregate Data Rate	885.4 Mbps
Regulation	FCC	Annual Link Availability	100.0000 %
Modulation	Adaptive	Annual Link Unavailability	0 secs/year
Bandwidth	50 MHz	Frame Size	1518 Bytes
Total Path Loss	121.56 dB	Prediction Model	Vigants-Barnett
System Gain	172.10 dB		

Performance Charts



Climatic Factors, Losses and Standards

Terrain Roughness	20.00 feet	Excess Path Loss	0.00 dB
Climatic Factor	1.5	Annual 2-way Availability	100.0000 %
C Factor	4.94	Annual 2-way Unavailability	0 secs/year
Temperature	48.2° F	Rain Availability	100.0000 %
Value of K Exceeded for 99.99% (ke)	0.40	Rain Unavailability	0 secs/year
Excess Path Loss at ke	0.00 dB	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	41.22 mm/hr	Diffraction Loss	ITU-R P.526-10
Free Space Path Loss	121.30 dB	Propagation	Vigants-Barnett
Gaseous Absorption Loss	0.26 dB	Rain Rate	ITU-R P.837-5
Profile Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9

Bill of Materials

Part Number	Qty	Description
C000000L033	4	Gigabit Surge Suppressor (56V)
C230082B003	1	PTP 820S Radio 23GHz, TR1200/1232, ChLow, Hi, 22400-23020MHz. Please select a TX frequency
C230082B004	1	PTP 820S Radio 23GHz, TR1200/1232, ChLow, Lo, 21200-21800MHz. Please select a TX frequency
N000065L001	2	PTP 650 AC Power Injector
N000065L003	2	US Line Cord Fig 8
N000082L014	2	PTP 820 Glands_x5_KIT
N000082L016	1	PTP 820 CAT5E Outdoor 100m drum
N000082L017	4	PTP 820 Grounding Kit for CAT5e F/UTP 8mm cable. Add 2 additional kits per PoE Injector that is installed outdoors
N000082L033	2	PTP 820S Act.Key - Capacity 500M with ACM Enabled, per Tx Chan

Bill of Materials (continued)		
Part Number	Qty	Description
N000082L073	2	PTP 820 GBE_Connector_kit
N000082L116	2	PTP 820 GROUND CABLE FOR IDU and ODU
N230082D021	2	PTP 820 1' ANT,SP,23GHz,RFU-C TYPE&Std UBR220 - Andrew. Available in all regions



**MEMORANDUM**

**To:** Jeff O'Dell, Village Administrator  
Jason Bielawski, Assistant Village Administrator

**From:** Greg Gruen, Village Engineer

**Date:** June 26, 2017

**Re:** Approval of 1<sup>st</sup> Partial Payment – July 10<sup>th</sup> Village Board Meeting

Project Name:	Watermain Replacement
Contractor:	Patnick Construction, Inc.
Date of Award:	April 24, 2017
Awarded Amount:	\$1,065,866.00
Total Contract:	\$1,065,866.00
Total Value of Completed Work:	\$231,767.64
Retainage:	\$23,176.76
Less Previous Payments:	\$0
<b>Total Payment Due:</b>	<b>\$208,590.88</b>

Account Numbers:	
53918191-71100 (WM Replacement)	\$208,590.88
4140590-070100-502 (Lexington Storm Sewer Lining)	\$0
51918130-62220 (Valve & Hydrant Replacement)	\$0

Waiver Approval: Partial

Approval: Village Engineer 



Municipal Expertise. Community Commitment.

David P. Barnas, P.E  
Direct Line: (224) 723-8810  
Email: dbarnas@reltd.com

June 23, 2017

Project 16-R0583

Mr. Jeff O'Dell  
Village Administrator  
31 S. Prospect Street  
Roselle, IL 60172

**RE: Roselle Water Main Improvements 2016  
Payment Estimate #1 - Partial**

Dear Mr. O'Dell:

Enclosed herewith please find Invoice #1 (dated 6/22/17) from Patnick Construction, Inc., for work completed to date for the above reference project. We have reviewed the work and find that, in our best judgment, the work has been completed in substantial conformance with the plans and specifications, as summarized below:

Total Earned to Date.....	\$231,767.64
Less 10% retention .....	<u>\$23,176.76</u>
<b>Total Due Estimate No. 1- Partial.....</b>	<b>\$208,590.88</b>
Original Contract Amount.....	\$1,065,866.00
Additional Work / Changes to Date .....	(\$0.00)
Remaining Contract Balance (including retainage) .....	\$857,275.12

Therefore, we recommend that the City Council authorize the release of funds in the amount of Two Hundred Eight Thousand Five Hundred Ninety Dollars and Eighty Eight Cents (\$208,590.88) at this time to the contractor, Patnick Construction, Inc.

Sincerely,

ROBINSON ENGINEERING, LTD.

Greg S. Gruen, P.E.  
Village Engineer

David P. Barnas, P.E.  
Resident Engineer 2

R:\2015-2019\2014\16-R0583.RS\Construction\Payouts\LetterPayout #1.docx

Encl:



**MEMORANDUM**

**To:** Jeff O'Dell, Village Administrator  
**From:** Victor Ramirez, Director of Public Works  
**Date:** June 30, 2017  
**Re:** Approval of 1st Partial Payment

<b>Project Name:</b>	<b>2017 Street Improvements Program</b>	
<b>Contractor:</b>	<b>Schroeder Asphalt Services, Inc.</b>	
<b>Date of Award:</b>	<b>April 24, 2017</b>	
<b>Awarded Amount:</b>		<b>\$ 737,365.46</b>
<b>Change Order No.</b>		<b>\$ -</b>
<b>Total Contract:</b>		<b>\$ 737,365.46</b>
<b>Total Value of Completed Work:</b>		<b>\$ 390,127.85</b>
<b>Retainage:</b>	<b>5%</b>	<b>\$ 19,506.39</b>
<b>Less Previous Payments:</b>		<b>\$ -</b>
<b>Total Payment Due:</b>		<b>\$ 370,621.46</b>
<b>Account Numbers: 4140580-71100-324</b>		<b>\$ 370,621.46</b>

**Waiver Approval:** Partial

**Approval:**  
 Director of Public Works



**MEMORANDUM**

**To:** Jeff O'Dell, Village Administrator  
**From:** Victor Ramirez, Director of Public Works  
**Date:** June 30, 2017  
**Re:** Approval of 1st Partial Payment

<b>Project Name:</b>	<b>Metra Parking Lot Pavement Resurfacing</b>	
<b>Contractor:</b>	<b>Schroeder Asphalt Services, Inc.</b>	
<b>Date of Award:</b>	<b>April 24, 2017</b>	
<b>Awarded Amount:</b>		<b>\$ 42,485.73</b>
<b>Change Order No.</b>		<b>\$ -</b>
<b>Total Contract:</b>		<b>\$ 42,485.73</b>
<b>Total Value of Completed Work:</b>		<b>\$ 19,467.19</b>
<b>Retainage:</b>	<b>5%</b>	<b>\$ 973.36</b>
<b>Less Previous Payments:</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Payment Due:</b>		<b>\$ 18,493.83</b>
<b>Account Numbers:</b>	<b>5960585-71100-400</b>	<b>\$ 18,493.83</b>

**Waiver Approval:** Partial

**Approval:**  
 Director of Public Works



**AGENDA ITEM # 12A**  
**AGENDA ITEM EXECUTIVE SUMMARY**  
**Village Board Meeting**  
**July 10, 2017**

**Item Title:** Bills List

**Staff Contact:** Tom Dahl, Finance Director

**VILLAGE BOARD ACTION**

**Approval of the attached bills list.**

**Fund**

General Fund	\$210,138.82
Motor Fuel Tax	\$200,000.00
General Capital Improvements	\$193,795.04
Water/Sewer Operating	\$77,061.54
Water/Sewer Capital Improvements	\$213,247.26
Parking Lot Operating	\$1,195.36
Parking Lot CIP	\$18,493.83
Insurance Fund	\$109,165.65
Total 07/11/17 Bills Payable	\$1,023,097.50
Total 07/5/17 Payroll	\$433,273.78
<b>Total Disbursements</b>	<b><u><u>\$1,456,371.28</u></u></b>

**VILLAGE OF ROSELLE  
WARRANT LIST  
7/11/2017**

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1ST AYD CORP	DRUM 15 GAL	239.31
A/R CONCEPTS INC	COLLECTIONS	60.00
ACE HARDWARE-LENS	HARDWARE SUPPLIES	120.30
ACTION LOCK & KEY	KEYS	8.00
AIR ONE EQUIPMENT	THERMO IMAGING CAMERA MAINT	850.00
ALL AMERICAN EXTERIOR	INSTALL SKYLIGHT	16,965.00
ALL TYPES ELEVATORS	ELEVATOR MAINTENANCE	116.00
AMPERAGE ELECTRICAL	VETERAN'S MEMORIAL LIGHT, ELEC SUPPLIES FD	688.04
ARMSTRONG, JAKE	REIMB FOR BOOTS	100.00
AT&T	TELEPHONE	43.55
AZAVAR TECHNOLOGIES	CONTINGENCY PAYMENT UTILITY TAX AUDIT	533.45
BADGER METER INC	WATER METERS	13,307.91
BAXTER & WOODMAN	I & I STUDY, CDX EXCHANGE	5,565.12
BLUECROSS BLUESHIELD	MTHLY INS PREMIUM	76,033.65
BRUBAKER, STEVE	SENIOR DISCOUNT VEHICLE STICKER	22.50
CAPITAL ONE COMMERCIAL	COSTCO PURCHASES MEETING EXP	125.57
CARQUEST AUTO PARTS	AUTO PARTS	663.21
CASE LOTS INC	SUPPLIES	197.45
CHAMPION FRAME-ALIGN	AUTO REPAIR	564.64
CHRISTOPHER BURKE	INTERIM PW DIRECTOR	17,520.00
CHUNG, RONALD	REFUND ANNUAL PARKING PERMIT	122.50
CIOSEK TREE SERVICE	TREE REMOVAL	2,750.00
COM ED	ELECTRIC	2,765.58
COMCAST BUSINESS	REFUND CONTRACTOR LICENSE	75.00
CONSERV FS INC	DIESEL FUEL	1,085.22
CONSTELLATION NEWENERGY	ELECTRICITY	16,002.48
CRYSTAL MGMT	JANITORIAL SERVICE	3,969.60
DAILY HERALD	SUBSCRIPTION	39.20
DALAL, KHALED	REIMB MILEAGE	120.42
DANS AUTO REPAIR INC	AUTO EQUIPMENT REPAIR ACCIDENT	1,051.01
DARVIDAS, AIDAS	REFUND PERFORMANCE BOND	1,000.00
DUCOMM	QTRLY PUBLIC SHARES	110,315.75
DUPAGE CTY RECORDER	RECORDING FEES	148.50
DUPAGE TOPSOIL	TOP SOIL	345.00
DUTCHAK, DAN	REFUND PARKING PERMIT	75.00
EAGLE ENGRAVING INC	ENGRAVING FLAG CASE	148.80
EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	71.00
FLEET SAFETY SUPPLY	REFURBISH ENGINE 65 PROJECT	6,026.43
FOSTER COACH SALES	SUPPLIES	127.94
FULLIFE SAFETY	SAFETY CLOTHING	329.00
G&K SERVICES	SHOP TOWELS & MATS	115.28
GENETSKI, ANGELA	REIMB MILEAGE	125.77
GOV FIN OFFICERS	GFOA ANNUAL DUES	225.00
GOVTEMPSUSA LLC	PROFESSIONAL SERVICES	6,858.60
GRAINGER INC	SAW BLADE	84.90
HDSWW CAROL STREAM	SUPPLIES	244.25
HENDERSON PRODUCTS	TOOLBOX	309.72
IL CITY/CTY MGT	MEMBERSHIP	338.00

**VILLAGE OF ROSELLE  
WARRANT LIST  
7/11/2017**

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
IL ENVIRON PROTECTION	ANNUAL NPDES FEE DEVLIN/BOTTERMAN	33,500.00
IL FIRE INSPECTORS	TRAINING	95.00
IL MUNICIPAL LEAGUE	ANNUAL CONFERENCE -DOMKE	165.00
IMAGETEC LP	OFFICE EQUIP MAINT	2,850.15
JG UNIFORMS	UNIFORM ITEMS	3,083.77
KESICK, JAMES	REFUND FINAL WATER BILL CREDIT	29.10
LAKESHORE RECYCLING	PORTABLE POTTY RENTAL - ROSE PARADE	980.00
MCCALL, GERALD	REFUND PERFORMANCE BOND	1,000.00
MENARDS INC	SUPPLIES	418.81
MIDWEST OPERATING	PW UNION HEALTH INS	33,132.00
NEW PIG CORP	HAZMAT CLEAN UP SUPPLIES	940.26
NICOR	NATURAL GAS	13.15
ON-TIME INC	UNIFORM ITEMS	725.50
OZINGA READY MIX	CEMENT FOR SIDEWALKS	1,379.00
PARENTI, GERALD	REFUND PERF BOND	1,000.00
PAT KEAN FRIENDLY FORD	AUTO PARTS	391.91
PATNICK CONSTRUCTION	2017 WATERMAIN REPLACEMENT	208,590.88
PAULSON PRESS INC	ROSELLE REPORTER PRINTING/MAIL	2,000.00
PIECZYNSKI, LINDA	SUBSCRIPTION	102.00
POMPS TIRE SERVICE	TIRES	1,411.20
POSTMASTER-SCHAUMBG	PERMIT ANNUAL FEE	225.00
PRINTING PLUS	PERMIT APPLICATION	450.16
RAY O HERRON CO INC	UNIFORM ITEMS	1,920.03
RESCUE SOURCE	TRAINING	700.00
RHMG ENGINEERS INC	JEWEL & VENTURA LIFT STATION	4,656.38
ROBINSON ENGINEERING	VILLAGE ENGINEER SERVICES/GIS SERVICES	17,195.50
SCHAR, DENNIS	REFUND PERFORMANCE BOND	3,000.00
SCHROEDER ASPHALT	SIP/METRA PARKING	389,115.29
SCHULZ KAREN	CIMCO CLERK CONF	283.76
SEBIS DIRECT INC	UTILITY BILL PRINTING	1,460.41
SERVICE COMPONENTS	SUPPLIES	528.15
SHAW MEDIA	TREASURER'S REPORT PUBLISHED 6/30/17	1,138.80
SIMPLEX GRINNELL	FIRE ALARM INSPECTION	1,868.30
SPECIALTY MAT SERVICE	MAT SERVICE	45.25
SPRING-ALIGN	AUTO PARTS	1,092.18
STAPLES	OFFICE SUPPLIES	145.65
STORINO, RAMELLO	LEGAL SERV PROSECUTER ADMIN HEARINGS	540.00
SUBURBAN LABORATORY	LABORATORY TESTS	315.00
TITAN SUPPLY INC	JANITORIAL SUPPLIES	483.40
TOTAL PARKING SOLUTIONS	METRA PARKING SUPPLIES	355.00
TRINITY LUTHERAN	DONATION MEMORY OF RICH JANKE	100.00
UNITED STATES CMRS	POSTAGE UTILITY BILLING, POSTAGE MACHINE	6,100.00
UPCYCLE PRODUCTS INC	RAIN BARRELS	224.00
VERIZON WIRELESS	TELEPHONE	1,933.89
VIAN CONSTRUCTION COMPANY	INSTALL STORM SEWER SYSTEM	5,870.00
WAREHOUSE DIRECT	SUPPLIES	114.88
WILLKOMM, DAVID	REFUND ANNUAL PARKING PERMIT	122.50
WOLF, BRIAN	REFUND ANNUAL PARKING PERMIT	122.50

**VILLAGE OF ROSELLE  
WARRANT LIST  
7/11/2017**

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
AMAZON	MC-PHONE CLIP	27.95
AMER PUB WORK	MC-APWA NPWW POSTER	21.87
AT&T	MC-VILLAGE INTERNET	85.00
BRUNCH CAFE	MC-PLANNING MEETING	116.36
BUILDCHARGE.COM	MC-VILLAGE HALL WALL PAPER	338.58
COMCAST CABLE	MC-VILLAGE INTERNET	274.75
EASYKEYS	MC-KEYS	41.70
ED HOYS INTERNATIONA	MC-BLUE GLASS POLICE WEEK	72.36
FIRE PROTECTION PUB	MC-FIRE PUBLICATIONS/TRAINING SUPPLIES	138.50
GREAT LAKES KWIK SPA	MC-DUMPSTER	158.00
HARNER'S BAKERY	MC-MEETING EXPENSE	21.98
HOME DEPOT	MC-FACILITIES SUPPLIES	113.90
ICMA DISTRIBUTION	MC-FIRE PUBLICATIONS/TRAINING SUPPLIES	213.00
IL TOLLWAY	MC-I PASS REPLENISHMENT	50.00
ILLINOIS CPA SOCIETY	MC-SOCIETY MEMBERSHIP	320.00
INTL CODE COUNCIL	MC-2015 IRC ONLINE STUDY GUIDE	69.00
LAND'S END	MC-UNIFORM ITEMS	124.94
MACCS CAFE	MC-MEETING EXPENSE	88.28
NAME TAG COUNTRY	MC-VILLAGE BOARD NAME TAGS	73.50
PEARL BANQUETS & CON	MC-MAYORS RETIREMENT EVENT	231.13
SHELL	MC-CAR WASH	5.00
WALGREENS	MC-WRAPPING PAPER MAYORS RETIREMENT	4.29
	<b>CHECK RUN TOTAL</b>	<b><u>1,023,097.50</u></b>