Ordinance No. 2024 - 4431

ORDINANCE AUTHORIZING AND APPROVING AN AWARD OF CONTRACT TO BAXTER & WOODMAN FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR THE REPLACEMENT OF SEWAGE LIFT STATION #5

WHEREAS, the Corporate Authorities of the Village of Barrington (hereinafter sometimes referred to as the "Village"), Cook and Lake Counties, Illinois, solicited qualifications for engineering services pursuant to a Request for Qualifications published by the Village to provide design engineering services for the replacement of the Village's Sewage Lift Station #5 (Located at 870 Bristol Drive, Barrington, IL 60010) (collectively, the "Services" or the "Project"); and

WHEREAS, the Corporate Authorities of the Village received from Baxter & Woodman, 8678 Ridgefield Road, Crystal Lake, IL 60012 (hereinafter, "the Contractor") a Proposal dated August 15, 2024, to provide the aforesaid Services to the Village for a not-to-exceed aggregate cost of $70,000, a copy of which Proposal is attached hereto as part of Group Exhibit A and thereby made a part hereof; and

WHEREAS, there has been presented to the Village an "Agreement Between the Village of Baxter & Woodman for Professional Engineering Services" relative to the Project for a not-to-exceed aggregate cost of $70,000.00 (collectively, the "Agreement"), a copy of which Agreement is attached hereto as part of Group Exhibit A and thereby made a part hereof; and

WHEREAS, the Corporate Authorities of the Village have determined that Baxter & Woodman is a contractor that appears to be able to fulfill the terms and conditions of its Proposal dated August 15, 2024 and, therefore, it is in the best interests of the Village and its residents to accept the Proposal received from Baxter & Woodman; and

WHEREAS, the Corporate Authorities of the Village desire to approve the Proposal dated August 15, 2024 received from Baxter & Woodman, as well as to execute the related Agreement with Baxter & Woodman. for the Services, and award a contract to the Contractor for the Services at a not-to-exceed aggregate cost of $70,000.00 as set forth in the Agreement:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows that:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble to this Ordinance are true and correct and the same are hereby deemed to constitute the findings of the Corporate Authorities.

SECTION 2: The Corporate Authorities of the Village hereby approve and accept the aforesaid Proposal dated August 15, 2024 received from and award a contract to Baxter & Woodman., Crystal Lake, Illinois (the "Contractor") to provide all labor, services, and materials for the Village's Project at an aggregate not-to-exceed Contract amount of $70,000.00, all in accordance with the Baxter & Woodman. Proposal and the related Agreement for Professional Engineering Services which are attached hereto as Group Exhibit A and thereby made a part hereof,

SECTION 3: The Village President is hereby authorized to execute and the Village Clerk is hereby authorized to attest and to deliver to the Contractor an executed Proposal and related Agreement for Professional Engineering Services in accordance with the provisions of this Ordinance, the Contractor's Proposal, and any other Contract Documents (Group Exhibit A), and to do all things necessary and essential including the execution and delivery of any other documents and certificates to implement the Contract as herein authorized.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 9th DAY OF September, 2024 BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Moran, Prigge and President Darch

NAYS None

ABSENT None

ABSTAIN None

APPROVED THIS 9th DAY OF September, 2024

Karen Y Darch

Karen Darch, Village President

ATTESTED AND FILED THIS
9th DAY OF September, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

Contractor's Proposal dated August 15, 2024

GROUP EXHIBIT A

CONTRACT DOCUMENTS

(1) Baxter & Woodman, Proposal dated August 15, 2024

BAXTER & WOODMAN
Consulting Engineers
8678 Ridgefield Road, Crystal Lake, IL 60012 • 815.459.1260 • baxterwoodman.com

August 15, 2024

Mr. Kevin Fecske
Utilities Superintendent
Village of Barrington
302 Raymond Avenue
Barrington, IL 60010

Subject: Village of Barrington – Lift Station No. 5 Replacement - Design Services

Dear Mr. Fecske:

The project consists of replacing the lift station with a new lift station located on HOA property including considerations for visual aesthetics, temporary bypass pumping, permitting, integration with the Village's SCADA network, and demolition of the existing lift station.

Project Description

Provide design engineering services for the Lift Station No. 5 Replacement.

Schedule

Provide services per the anticipated schedule:

- Assist with HOA negotiations – (as required)
- HOA Selects Alternative, Begin Design – Day 0
- Pre-Final Design (95%) Completion – Day 180
- Final Design (100%) Completion – Day 210
- Bid Award, Design Completion – Day 240
- Start Construction – Day 270
- Construction Completion – Day 540

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.

B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.

C. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2. PROJECT MEETINGS

A. The following meetings are anticipated for this project:

1. Meetings with OWNER (2 total)
   a) Kick-Off Design
   b) Pre-Final (95%) Design
2. Meetings with the HOA (1 total)
   a) Conceptual Design

1.3. COLLECT EXISTING DATA

A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:

1. Preliminary Design CADD files
2. Utility Atlases
3. GIS Shape files surrounding the project limits
4. Aerial Photography
5. Geotechnical Data
6. Right-of-Way, GIS, and property data
7. Operating Reports.
8. Existing Basis of Design

1.4. TOPOGRAPHIC SURVEY

A. Topographic Survey: Perform topographic survey of the Project limits of natural and man-made features in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

B. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.

C. Photos: Collect photographs along the project route/area to assist with design drawings and exhibits.

D. Drainage Structures: Collect drainage structure, inverts, size, and flow direction.

1.5. PLAT OF EASEMENT

A. Right of Way: Conduct research at the County Recorder to obtain recorded documents for determining the limits of existing right of way, HOA property, and easements.

B. Prepare a Plat of Easement by a Professional Land Surveyor to establish the limits of temporary construction and permanent easements including provisions for Village Public Utilities.

1.6. SITE VISITS FOR DESIGNERS

A. Conduct site visits to familiarize the designers with the sites, clarify any discrepancies on the Drawings.

B. Walk the site of proposed improvement with Owner staff to: resolve deficient/questionable items from the topographic survey; evaluate the condition of existing pavements, drainage structures, sidewalk, and curb and gutter; confirm the horizontal and vertical alignment of new pipeline; identify installation methods; evaluate the condition of existing surfaces and structures and identify areas conducive for contractor staging; identify parkway features to be protected, and evaluate restoration options.

1.7. GEOTECHNICAL INVESTIGATION

A. Use geotechnical sub-consultant to provide analysis and recommendations, including subgrade improvements, in a soils report. Baxter & Woodman will provide a boring location map prior to this work for one, 35-feet deep soil boring.

1.8. UTILITY LOCATES AND COORDINATION

A. Complete a Design Stage Request with JULIE One Call, which consists of obtaining names and phone numbers of utilities located within the work area.

B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

C. Record and maintain documentation of communications with utilities.

D. Coordinate with ComEd to provide electric service.

E. Coordinate with Nicor to provide natural gas service.

1.9. EASEMENT ASSISTANCE

A. Evaluate pump station alternatives

1. Develop conceptual level plans, capital costs, and savings for two alternatives:
   a) Submersible Lift Station with Controls above ground and landscaping screen.
   b) Submersible Lift Station with controls and generator in a pre-cast, concrete building.
2. Evaluate and recommend odor control mitigation alternatives.

B. Provide visualization services for each alternative to assist with HOA negotiations.

1. One version of 2.5D exhibits use site photos and eye-level renderings.
2. One version of 3D aerial perspective renderings based on site measurements from GIS.

C. Assist with HOA negotiations.

1. Provide supporting information such as schedule, scope, and construction activities.
2. Provide on-site services to field-mark the approximate size of proposed improvements during the HOA meeting.

2. ENVIRONMENTAL COORDINATION AND PERMITTING

2.1. PERMITS AND AGENCY COORDINATION

A. Submit the design documents to obtain permits from IEPA.

B. Obtain a historic preservation consultation from IHPA.

3. FINAL DESIGN

3.1. PLANS - Review and respond to Pre-Final (95%) plan sheets comments by the OWNER.

A. Design is based on a submersible, duplex pump station including new wet well, valve vault, pumps, controls, across the line motor starters, and generator in a precast concrete easi-set building with integration to the Village's SCADA network. Building exterior will include simple stamped and painted concrete with brick pattern walls and stamped shingle style roof. HVAC will include unit heater and fan.

B. Provide detailed drawings design elements and construction requirements.

C. Indicate location of all utilities that can be obtained from the best available records, including utility company atlases and SUE locates.

D. Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.

E. Provide complete design:

1. General scope and details
2. Civil design
3. Mechanical design
4. Structural design
5. Electric design
6. Automation design

3.2. PROJECT MANUAL

A. Prepare Specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). Specifications prepared in conformance with the format of the Construction Specification Institute.

B. Prepare for review and approval by the OWNER and its legal counsel the forms of Construction Contract Documents consisting of Baxter & Woodman "Front End Documents" including Advertisement for Bids, Bidder Instructions. Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

C. Project will be bid as a lump sum construction contract.

3.3. ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services; and, on the basis of information furnished by the OWNER, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

3.4. PEER AND CONSTRUCTABILITY REVIEWS

A. Conduct engineering QA/QC peer reviews of Final drawings and specifications.

B. Conduct constructability review of Final drawings and specifications.

C. Make revisions to Drawings and Specifications based on comments from both engineering and construction reviews.

3.5. DELIVERABLES

A. The following is a list of anticipated final deliverables to the OWNER for this project:

1. Full sized For Bid Plan Sheets - One (1) copy
2. 11x17 sized For Bid Plan Sheets - One (1) copy
3. Project Manual - One (1) copy
4. Engineer's Opinion of Probable Cost
5. Digital copy of plan sheets, contract documents, and EOPC
6. Digital copy of CAD files

3.6. NOT INCLUDED

A. The following items are not included within the scope of this project, but can be provided as additional services to the contract:

1. Assistance with financial grants, loans, and other funding sources outside of the Village's funding.
2. Specifications with OWNER "front-ends".
3. Pavement cores.
4. CCDD Testing.
5. Permit Review fees
6. ROW Acquisition services including title commitments, Legals, Appraisals, Negotiations.
7. Environmental Studies (PESA, PSI, etc.)
8. Wetland Banking Fees
9. Pre-Bid Meeting

4. BID ASSISTANCE

4.1. BIDDING ASSISTANCE

A. Assist the OWNER with coordination and scheduling during the bid process.
B. Coordinate with BHFX Planroom for publishing and distribution of bidding documents.
C. Provide documents for bidding and assist the OWNER in solicitation of bids from as many qualified bidders as possible, prepare addenda as necessary.
D. Attend bid opening to receive and evaluate bids.
E. Tabulate bids and make a recommendation to the OWNER for an award of contract.

Engineering Fee

The Owner shall pay the Engineer for the services performed or furnished based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel **a not to exceed amount of $70,000.00.** A detailed breakdown of labor hours and expenses is included as Attachment A.

We look forward to working with you on this important compliance project. If this proposal is acceptable, **please sign below and return one copy for our files.** The attached standard terms and conditions apply to this proposal. Please contact Shane Firsching at 815-444-3395 if you should have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Charles A. Brunner, PE, SE
Vice President

VILLAGE OF BARRINGTON, ILLINOIS

ACCEPTED BY: Karen Y Darch

TITLE: Village President

DATE: 9/9/2024

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS. THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards **("Owner Affiliates")** without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW 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; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	$10 million per claim and aggregate
General Liability:	$1 million per claim	Professional Liability:	$5 million per claim
	$2 million aggregate		$10 million aggregate
Automobile Liability:	$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

BAXTER & WOODMAN Consulting Engineers

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) 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 the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND BAXTER & WOODMAN FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT (hereinafter, the "Agreement") is made this 9th day of September 2024, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as "Village") and Baxter & Woodman, 8678 Ridgefield Road, Crystal Lake, IL 60012 (hereinafter referred to as "Contractor") (the Village and the Contractor are sometimes referred to herein as the "Parties") for the performance of certain professional engineering services for the Village, including but not limited to providing design engineering services to be used to construct a new Lift Station 5 located at 870 Bristol Drive, Barrington, IL 60010 (collectively referred to herein as the "Project", the "Work", or the "Services") pursuant to the Contractor's Proposal dated August 15, 2024, This Agreement and the Contractor's Proposal shall constitute the Contract Documents (sometimes collectively referred to herein as the "Contract" or the "Contract Documents"). In the event of any conflict between the Contractor's Proposal and this Agreement, the provisions of this Agreement shall supersede, prevail, and control.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Contractor agrees to and shall timely perform and fully complete all of the Services relative to the Project as set forth in the Contractor's Proposal dated August 15, 2024, attached hereto and made a part of this Agreement as Exhibit A (the "Services").

2. Payment:

   A. Not to Exceed Payment: The Village agrees to pay the Contractor, and the Contractor agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows,
      - ☒ the amount(s) set forth in the Contractor's Proposal; and
      - ☒ subject to a not-to-exceed amount of $70,000.00 ("Contract Price")

   B. Invoices for Payments: The Contractor agrees to and shall prepare and submit:
      - ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Services; or
      - ☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Services are completed to date by the Contractor; or
      - ☐ Progress Payments:
        A. 50% of the base Contract Price upon execution of this Agreement; and
        B. 50% of the base Contract Price upon completion of all of the Services to be provided to the Village.

   C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act). The Contractor and the Village both acknowledge and agree that the Village complies with the Act, which states that any bills approved for payment shall be paid within thirty (30) days after date of approval of the invoice by the Corporate Authorities of the Village, and the parties both also agree that any payment(s) due to the Contractor for Services rendered or to be rendered to the Village shall be paid by the Village pursuant to the provisions of the Act. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Services, or any part thereof, or to have waived any claim related to such Services by making a final payment or by making any progress payment of any amount, where the Village determines that such Services, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:
   A. This Agreement
   B. The Contractor's Proposal dated August 15, 2024

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than September 30, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than April 30, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Services which are the subject of the Contract Documents exceeds the Contract Price.

5. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability. The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices. All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Contractor shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

    A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
    B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the

Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.

C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.

D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of providing any Services under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village. Contractor shall not start the Services contemplated by the Contract until Contractor has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Administrator, or his designee.

(ii) Minimum Scope of Insurance: Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its elected and appointed officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Services hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Barrington, and its elected and appointed officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's Services, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington, and its elected and appointed officers, officials, employees, agents and/or volunteers.

(c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Barrington, and its elected and appointed officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington, and/or on behalf of its elected and appointed officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington, and its elected and appointed officers, officials, employees, agents and/or its volunteers.

(e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Barrington, and its elected and appointed officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance: Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its elected and appointed officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

(iv) Professional Liability:

(a) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

(b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) ☐ Environmental Impairment/Pollution Liability Coverage: $1,000.000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage

shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

(vi) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $1,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

D. All Coverages:
(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
(a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
(ii) Each insurance policy required shall have the Village of Barrington, expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
(iii) When requested by the Village Administrator, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Administrator, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Contractor shall furnish the Village of Barrington, with certificates of insurance naming the "Village of Barrington, its elected and appointed officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Administrator, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a

self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor to be maintained by the Village.

J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the Contract Documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Services to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Services contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Services contemplated herein.

L. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.

M. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Services, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

N. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officers, officials, employees and agents against all injuries, deaths, loss, damages, claims, any claims or amount recovered by reason of any infringement of any patent, trademark or copyright, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officers, officials, employees, and agents arising in whole or in part or in consequence of the performance of the Services by the Contractor, its

employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officers, officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the willful misconduct of their respective officers, trustees, employees and/or agents.

F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. No Conflicts of Interest: The Contractor warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

15. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor ("IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

16. Equal Employment Opportunity: The Contractor shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Contractor shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.

17. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

18. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.

19. Illinois Freedom of Information Act (5 ILCS 140/1, et seq.): As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA), as amended. Therefore, after award of the Contract, responses, documents, and materials submitted to the Village by the Contractor will be made available for public inspection in accordance with the FOIA, unless otherwise determined by a Village FOIA officer after award of a contract. The Village and the Contractor and any subcontractor(s) shall maintain their respective records relating to the performance of the Contract Documents in compliance with the requirements of the Local Records Act (50 ILCS 205/1, et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Village and the Contractor and any subcontractor(s) shall be available for review by the other. The Contractor and its subcontractor(s) and the Village shall cooperate with each other (a) with all requests for records made pursuant to the Freedom of Information Act (5 ILCS 140/1, et seq.), (b) with any request for records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records of Contractor within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, et seq.). Contractor must inform the Village, in writing, of the exact materials in the Contractor's proposal which it claims are exempt from disclosure pursuant to the FOIA as proprietary or as may otherwise be protected. The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by the Contract.

20. Contractor is an Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that

in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

21. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other contract documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other contract documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other contract documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract and contract documents.

22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Contractor under Paragraphs 12 and 13 shall continue after such termination.

23. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal (Exhibit B).

26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

30. No Third-Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR
BAXTER & WOODMAN

By: Charles A Brunner
Baxter & Woodman, Inc.
Its Authorized Agent

VILLAGE OF BARRINGTON

By: Karen Y Dodd
Karen Dodd, its Village President

ATTEST: Tony Ciganek
Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL