Village of West Dundee
PRESIDENT AND BOARD OF TRUSTEES
Regular Meeting
Monday, May 20, 2024
07:30 PM

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Agenda

V. Village President's Report

VI. Reports and Questions from Trustees and Working Groups

VII. Village Staff Reports

VIII. Questions from the audience
(not to exceed 30 minutes with a limit of 5 minutes per person requesting to be heard) A. Items on the Agenda B. Items not on the Agenda

IX. Consent Agenda

A. Approval of Bill List: 05/20/2024
B. Bid Approval: Authorization to Re-Cable Village Buildings
C. Approval of Minutes: Regular Board Meeting - April 15, 2024
D. Approval of Minutes: Regular Board Meeting - April 29, 2024
E. Class A Liquor License Request - El Pato Loco - 120 W. Main Street
F. Special Event & Daily Liquor Permit Request - Pump House Ribbon Cutting

XII. New Business

A. Professional Services Agreement - Water System Master Study (Trustee Yuscka)
B. Professional Services Agreement - Sludge Treatment and Disposal Study (Trustee Yuscka)
C. Landscape Agreement with the Carrington Reserve HOA (Trustee Yuscka)
D. Camera - Video/Lighting Trailer Pricing - Spring Hill Mall (Trustee Wilbrandt)
E. Professional Services Agreement - Demolition of Spring Hill Mall (Trustee Price)

XV. Miscellaneous / Future Agenda Items

XVI. Adjournment

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
911100		911 TECH INC						
1586			AB		05/01/2024	0509FY25	05/20/2024	2,188.00
	01	COPFTO SOFTWARE		1-14-3-3000	CONTRACTUAL SERVICES			2,188.00
					VENDOR TOTAL:			2,188.00
AEP100		AEP ENERGY						
051524 29051			AB		05/15/2024	0516FY25	05/20/2024	1,745.17
	01	ACCOUNT 3013129051		1-17-3-1000	ELECTRICITY			1,745.17
					VENDOR TOTAL:			1,745.17
AFL100		AFLAC						
078987			AB		05/15/2024	0516FY25	05/20/2024	259.78
	01	5/2 & 5/16/24 PYRL DEDUCTION		1-00-2-2450	AFLAC			259.78
					VENDOR TOTAL:			259.78
AIR101		AIRGAS USA LLC						
5507454035			AB		04/30/2024	0510FY24	05/20/2024	492.51
	01	CYLINDER RNTL		1-17-3-0200	OPERATING SUPPLIES			295.51
	02	CYLINDER RNTL		2-21-3-0200	OPERATING SUPPLIES			197.00
					VENDOR TOTAL:			492.51
ALA102		ALARM DETECTION SYSTEMS, INC.						
246132-1003			AP		04/07/2024	0502FY25	05/20/2024	408.00
	01	SEARS ALARM MAY-JUL '24		5-01-3-1000	CONTRACTUAL SERVICES-SEARS			408.00
					VENDOR TOTAL:			408.00
ASSO100		ASSOCIATED TECHNICAL SERVICES						
38434			AB		05/03/2024	0510FY24	05/20/2024	1,080.00
	01	LEAK DETECTION 2120 STEWART		2-21-3-3000	CONTRACTUAL SERVICES			1,080.00
					VENDOR TOTAL:			1,080.00
BAX100		BAXTER & WOODMAN, INC.						
0258834			AB		05/09/2024	0510FY24	05/20/2024	3,260.00

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	01	RT 72 TRAFFIC SIGNAL		4-31-5-2523	FY 23/24 STREET/INFRA PROGRAM			3,260.00
BAX100		BAXTER & WOODMAN, INC.						
0258835			AB		05/09/2024	051025	05/20/2024	11,551.25
	01	PRELIMINARY SITE INVESTIGATION		4-31-5-5500	SLEEPY HOLLOW TRAIL PHASE I&II			11,551.25
0258836			AB		04/30/2024	0510FY24	05/20/2024	2,899.95
	01	GIS MASTER STUDY PLAN PHASE 1		2-21-5-4000	CAPITAL IMPROVEMENTS			2,899.95
0258837			AB		05/09/2024	051025	05/20/2024	6,776.42
	01	2024 STREET PLAN PREP		4-31-5-2524	FY 24/25 STREET/INFRA PROGRAM			6,776.42
0258990			AB		05/13/2024	0510FY24	05/20/2024	473.51
	01	50-50 ENG HUNTLEY THRU 4-30-24		4-00-0-3380	REIMBURSABLE			236.76
	02	HUNTLEY RD THRU 4-30-24		4-31-5-5000	HUNTLEY RD - ENGINEERING			236.75
					VENDOR TOTAL:			24,961.13
BLU101		THE BLUE LINE						
46391			AB		04/30/2024	0509FY24	05/20/2024	496.00
	01	POLICE OFFICER JOB POSTING		1-11-7-1000	FIRE AND POLICE COMMISSION			496.00
					VENDOR TOTAL:			496.00
CAR103		CARGILL INC.						
2909486760			AB		04/30/2024	0510FY24	05/20/2024	8,600.94
	01	SALT 101.58 TONS AT $84.58		1-17-3-4000	SNOW & ICE CONTROL			8,600.94
2909490001			AB		05/01/2024	0510FY24	05/20/2024	2,177.09
	01	SALT 25.74 TONS AT $84.58		1-17-3-4000	SNOW & ICE CONTROL			2,177.09
					VENDOR TOTAL:			10,778.03
CAS105		CASEY'S BUSINESS MASTERCARD						
4/19/24-5/15/24 PW			AB		05/16/2024	0513FY24	05/20/2024	1,000.00
	01	ACCOUNT NUMBER 1-02A		1-17-4-0200	VEHICLE FUEL			400.00
	02	ACCOUNT NUMBER 1-02A		1-18-4-0200	VEHICLE FUEL			200.00
	03	ACCOUNT NUMBER 1-02A		2-21-4-0200	VEHICLE FUEL			200.00

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	04	ACCOUNT NUMBER 1-02A		2-22-4-0200	VEHICLE FUEL			200.00
					VENDOR TOTAL:			1,000.00
CIT105		CITGO						
4/29/24-5/13/24 PD			AB	05/16/2024		0513FY24	05/20/2024	1,300.00
	01	0470-00-463148-7		1-14-4-0200	VEHICLE FUEL			1,300.00
4/29/24-5/13/24 PW			AB	05/16/2024		0513FY24	05/20/2024	1,700.00
	01	0470-00-463148-7		1-17-4-0200	VEHICLE FUEL			680.00
	02	0470-00-463148-7		1-18-4-0200	VEHICLE FUEL			340.00
	03	0470-00-463148-7		2-21-4-0200	VEHICLE FUEL			340.00
	04	0470-00-463148-7		2-22-4-0200	VEHICLE FUEL			340.00
4/30/24-5/13/24 FIRE			AB	05/16/2024		0513FY24	05/20/2024	1,000.00
	01	0470-00-463085-1		1-16-4-0200	VEHICLE FUEL			70.00
	02	0470-00-463085-1		1-15-4-0200	VEHICLE FUEL			930.00
					VENDOR TOTAL:			4,000.00
CLE103		CLEAN CUT TREE SERVICE INC						
8462			AB	05/08/2024		0510FY24	05/20/2024	1,460.00
	01	TREE TRIMMING		1-18-3-4400	FORESTRY			1,460.00
					VENDOR TOTAL:			1,460.00
COM120		COMCAST						
042824 16127			AB	04/28/2024		0513FY24	05/20/2024	233.66
	01	ACCOUNT 8771 10 003 0316127		1-12-3-0510	DATA INTERNET/EMAIL SERVICES			233.66
050124 12345			AB	05/01/2024		0516FY25	05/20/2024	118.32
	01	ACCOUNT 8771 10 008 0012345		1-12-3-0510	DATA INTERNET/EMAIL SERVICES			118.32
050224 48889			AB	05/02/2024		0516FY25	05/20/2024	205.85
	01	ACCOUNT 8771 10 008 0348889		2-22-3-1000	ELECTRICITY			205.85
050524 63755			AB	05/05/2024		0516FY25	05/20/2024	142.85
	01	ACCOUNT 8771 10 008 0363755		2-21-3-1000	ELECTRICITY			142.85

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COM120		COMCAST						
051324 50424			AB		05/13/2024	0516FY25	05/20/2024	312.85
	01	ACCOUNT 8771 10 008 0250424		1-12-3-0510	DATA INTERNET/EMAIL SERVICES			312.85
						VENDOR TOTAL:		1,013.53
COM128		COMCAST						
201369688			AB		05/01/2024	0516FY25	05/20/2024	4,944.17
	01	ACCT 939750878		1-16-3-0500	TELEPHONE			576.82
	02	ACCT 939750878		1-15-3-0500	TELEPHONE			247.21
	03	ACCT 939750878		1-17-3-0500	TELEPHONE			480.68
	04	ACCT 939750878		1-18-3-0500	TELEPHONE			480.68
	05	ACCT 939750878		2-21-3-0500	TELEPHONE			480.68
	06	ACCT 939750878		2-22-3-0500	TELEPHONE			480.69
	07	ACCT 939750878		1-14-3-0500	TELEPHONE			549.35
	08	ACCT 939750878		1-15-3-0500	TELEPHONE			137.34
	09	ACCT 939750878		1-12-3-0500	TELEPHONE			686.69
	10	ACCT 939750878		1-12-3-3800	REIMBURSABLE			824.03
201369696			AB		05/01/2024	0516FY25	05/20/2024	601.79
	01	SH ACCT 980839317		1-12-3-3800	REIMBURSABLE			200.60
	02	RDFPD ACCT 980839317		1-12-3-3800	REIMBURSABLE			200.60
	03	QUADCOM ACCT 980839317		1-12-3-3800	REIMBURSABLE			200.59
201369697			AB		05/01/2024	0516FY25	05/20/2024	784.17
	01	EDFPD ACCT 201369697		1-12-3-3800	REIMBURSABLE			784.17
201369699			AB		05/01/2024	0516FY25	05/20/2024	411.19
	01	ACCT 963288794		1-12-3-0500	TELEPHONE			123.36
	02	ACCT 963288794		1-14-3-0500	TELEPHONE			102.80
	03	ACCT 963288794		1-15-3-0500	TELEPHONE			102.80
	04	ACCT 963288794		1-16-3-0500	TELEPHONE			82.23
						VENDOR TOTAL:		6,741.32
DOR101		DORNER COMPANY						
510783			AB		04/29/2024	0510FY24	05/20/2024	2,615.91
	01	5TH ST FILL VALVE		2-21-4-2800	RESERVOIRS			2,615.91
						VENDOR TOTAL:		2,615.91

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DUN103	DUNDEE AUTOMOTIVE SUPPLY, INC.						
476220		AB		05/08/2024	051025	05/20/2024	-81.46
	01 LIFT SUPPORT- CREDIT TO 475166		1-17-4-0550	VEHICLE REPAIRS & MAINT PARTS			-81.46
476222		AB		05/08/2024	051025	05/20/2024	39.59
	01 REFLECTOR, CHUCK		1-17-4-0550	VEHICLE REPAIRS & MAINT PARTS			39.59
476342		AB		05/09/2024	0513FY24	05/20/2024	124.36
	01 2003 FORD EX-FIRE AUTO PARTS		1-15-4-0500	AUTOMOTIVE PARTS			124.36
					VENDOR TOTAL:		82.49
DUN117	DUNDEE TOWNSHIP PARK DISTRICT						
051524		AB		05/15/2024	0516FY25	05/20/2024	1,800.00
	01 2024 SUMMER CONCERT SERIES		5-00-3-3500	VILLAGE AND COMMUNITY EVENTS			1,800.00
FFN71024		AB		05/01/2024	0516FY25	05/20/2024	500.00
	01 FAMILY FUN NIGHT SPONSOR		5-00-3-3500	VILLAGE AND COMMUNITY EVENTS			500.00
					VENDOR TOTAL:		2,300.00
ELG102	ELGIN COMMUNITY COLLEGE						
24CA120		AB		05/03/2024	0513FY24	05/20/2024	268.00
	01 BARRETO-BENSON 04-24-24		1-15-2-2500	TRAINING			268.00
					VENDOR TOTAL:		268.00
FER101	FERGUSON WATERWORKS						
0490582		AB		05/08/2024	051025	05/20/2024	659.68
	01 12" REPAIR COUPLING - MALL		2-21-4-2700	WATER MAINS			659.68
					VENDOR TOTAL:		659.68
FOX104	FOX RIVER WATER RECLAMATION						
300612		AB		04/30/2024	0513FY24	05/20/2024	82,026.00
	01 MAR '24 SEWER USE 30.38@$2700		2-22-3-3100	TREATMENT CHARGES			82,026.00
300613		AB		04/30/2024	0513FY24	05/20/2024	123,849.00

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	01	APR '24 SEWER USE 45.87@$2700		2-22-3-3100	TREATMENT CHARGES			123,849.00
FOX104		FOX RIVER WATER RECLAMATION						
300614			AB		04/30/2024	0513FY24	05/20/2024	85,294.80
	01	FY 2023 TRUE-UP		2-22-3-3100	TREATMENT CHARGES			85,294.80
					VENDOR TOTAL:			291,169.80
FOX107		FOX VALLEY FIRE & SAFETY CO.						
IN00683429			AB		05/03/2024	051025	05/20/2024	444.00
	01	EXTINGUISHER MAINTENANCE PSB#1		1-18-3-3000	CONTRACTUAL SERVICES			444.00
IN00683430			AB		05/03/2024	051025	05/20/2024	781.50
	01	EXTINGUISHER MAINTENANCE PSB#2		1-18-3-3000	CONTRACTUAL SERVICES			781.50
					VENDOR TOTAL:			1,225.50
FRE106		PRYOR LEARNING						
035092736-24108			AB		04/17/2024	0509FY24	05/20/2024	299.00
	01	12 MONTH TRANING - RUNKEL		1-14-2-2500	TRAINING			299.00
					VENDOR TOTAL:			299.00
FRO100		FRONTLINE PUBLIC SAFETY						
FL23427			AB		05/01/2024	0509FY25	05/20/2024	1,273.39
	01	TRAINING TRACKER SOFTWARE		1-14-3-3000	CONTRACTUAL SERVICES			1,273.39
					VENDOR TOTAL:			1,273.39
GAS100		GASVODA AND ASSOCIATES INC						
INV24MRA0037CHF			AB		04/30/2024	0510FY24	05/20/2024	3,225.00
	01	ATWTP CL STAGE 2		2-21-4-2550	WATER TREATMENT FACILITY			3,225.00
INV24MRA0038CHF			AB		04/30/2024	0510FY24	05/20/2024	3,225.00
	01	ATWTP CL STAGE 2		2-21-4-2550	WATER TREATMENT FACILITY			3,225.00
					VENDOR TOTAL:			6,450.00
GRA100		GRAINGER INDUSTRIAL SUPPLY						
9105088398			AB		05/01/2024	051025	05/20/2024	171.50

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	01	BULBS FOR PSB#2		1-18-3-0200	OPERATING SUPPLIES			171.50
GRA100		GRAINGER INDUSTRIAL SUPPLY						
9108779555			AB		05/06/2024	051025	05/20/2024	484.56
	01	RRWTP HSP#2 FUSES		2-21-4-2550	WATER TREATMENT FACILITY			484.56
						VENDOR TOTAL:		656.06
HAW102		HAWKINS, INC.						
6748458			AB		05/01/2024	051025	05/20/2024	6,227.18
	01	CHLORINE		2-21-3-4200	CHEMICALS			6,227.18
6749608			AB		05/06/2024	051025	05/20/2024	8,529.23
	01	CHLORINE		2-21-3-4200	CHEMICALS			8,529.23
6752959			AB		05/08/2024	051025	05/20/2024	286.24
	01	CL VALVE SERVICE KIT		2-21-4-2550	WATER TREATMENT FACILITY			286.24
						VENDOR TOTAL:		15,042.65
HEL102		RALPH HELM, INC.						
394396			AB		05/10/2024	0510FY24	05/20/2024	23.90
	01	INNER TUBE		1-18-4-0100	DEPARTMENT EQUIPMENT			23.90
395146			AB		05/07/2024	051025	05/20/2024	17.99
	01	TUBE		1-18-4-0100	DEPARTMENT EQUIPMENT			17.99
						VENDOR TOTAL:		41.89
HIT100		HITCHCOCK DESIGN INC						
32695			AB		04/30/2024	0513FY24	05/20/2024	4,337.49
	01	FAIRHILLS PARK FINAL DESIGN		G-31-5-2509	CANTERFIELD PARK			4,337.49
						VENDOR TOTAL:		4,337.49
ILC101		ILLINOIS CITY/COUNTY MANAGEMNT						
051324			AB		05/13/2024	0516FY25	05/20/2024	468.06
	01	J CAVALLARO		1-12-2-3000	DUES AND MEMBERSHIPS			468.06
						VENDOR TOTAL:		468.06

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ITEM DESCRIPTION	ACCOUNT NUMBER				
ILL131 ILLINOIS STATE POLICE					
20240401685	AB	05/15/2024	0513FY24	05/20/2024	113.00
01 APRIL 2024 WD LIQUOR	1-11-7-1100	LIQUOR CONTROL			113.00
				VENDOR TOTAL:	113.00
ILL167 ILLINOIS DEPARTMENT OF					
051524 0801572	AB	05/15/2024	0513FY24	05/20/2024	5,202.00
01 ABBATE 10/22/23-12/23/23	2-21-2-3500	UNEMPLOYMENT INSURANCE			4,161.60
02 ABBATE 10/22/23-12/23/23	2-22-2-3500	UNEMPLOYMENT INSURANCE			1,040.40
051524.1 0801572	AB	05/15/2024	0513FY24	05/20/2024	5,900.00
01 ABBATE 12/24/23-3/2/24	2-21-2-3500	UNEMPLOYMENT INSURANCE			4,720.00
02 ABBATE 12/24/23-3/2/24	2-22-2-3500	UNEMPLOYMENT INSURANCE			1,180.00
				VENDOR TOTAL:	11,102.00
ING100 INGERSOLL-RAND INDUSTRIAL, INC					
26926371	AB	04/26/2024	0510FY24	05/20/2024	546.03
01 RRWTP PACE 1/2" BSP L-R FLOW	2-21-5-4000	CAPITAL IMPROVEMENTS			546.03
				VENDOR TOTAL:	546.03
INT105 INTERSTATE ALL BATTERY CENTER					
23047136	AB	03/18/2024	0513FY24	05/20/2024	130.75
01 BATTERY	2-22-4-0500	VEHICLE MAINT & REPAIRS LABOR			130.75
23047139	AB	03/18/2024	0513FY24	05/20/2024	-130.75
01 CREDIT 31-MHD	2-22-4-0500	VEHICLE MAINT & REPAIRS LABOR			-130.75
INT105 INTERSTATE ALL BATTERY CENTER					
839562	AB	03/18/2024	0513FY24	05/20/2024	130.75
01 BATTERY	2-22-4-0500	VEHICLE MAINT & REPAIRS LABOR			130.75
				VENDOR TOTAL:	130.75
IRM100 IRMA					
300179	AB	03/31/2024	0513FY24	05/20/2024	604.80

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	01	EV180988 11-25-21		1-14-3-0600	GENERAL INSURANCE & BONDS			140.00
	02	EV185308 3-2-24		1-15-3-0600	GENERAL INSURANCE & BONDS			464.80
					VENDOR TOTAL:			604.80
KAN110		KANE COUNTY TREASURER						
2023 00071			AB		05/16/2024	0516FY25	05/20/2024	15.92
	01	03-34-100-071 1301 BONCOSKY RD		5-00-3-3500	VILLAGE AND COMMUNITY EVENTS			15.92
2023 008			AB		05/16/2024	0516FY25	05/20/2024	552.64
	01	03-22-301-008 RING ROAD PROPER		H-31-6-2100	MALL-REAL ESTATE TAX			552.64
2023 009			AB		05/16/2024	0516FY25	05/20/2024	26.28
	01	03-22-301-009 RING RD PROPERTY		H-31-6-2100	MALL-REAL ESTATE TAX			26.28
2023 011			AB		05/16/2024	0516FY25	05/20/2024	107,449.62
	01	03-22-301-011 RING RD PROPERTY		H-31-6-2100	MALL-REAL ESTATE TAX			107,449.62
2023 024			AB		05/16/2024	0516FY25	05/20/2024	895.54
	01	03-21-229-024 ELM AVE PROPERTY		H-31-6-2100	MALL-REAL ESTATE TAX			895.54
2023 026			AB		05/16/2024	0516FY25	05/20/2024	6,690.06
	01	03-21-229-026 ELM AVE PROPERTY		H-31-6-2100	MALL-REAL ESTATE TAX			6,690.06
2023 027			AB		05/16/2024	0516FY25	05/20/2024	387.60
	01	03-22-326-027 RING RD PROPERTY		H-31-6-2100	MALL-REAL ESTATE TAX			387.60
2023 031			AB		05/16/2024	0516FY25	05/20/2024	2,506.48
	01	03-22-151-031 SPRING HILL RD		H-31-6-2100	MALL-REAL ESTATE TAX			2,506.48
2023 041			AB		05/16/2024	0516FY25	05/20/2024	157.88
	01	03-22-326-041 RING RD PROPERTY		H-31-6-2100	MALL-REAL ESTATE TAX			157.88
2023 042			AB		05/16/2024	0516FY25	05/20/2024	2,289.52
	01	03-22-326-042 RING RD PROPERTY		H-31-6-2100	MALL-REAL ESTATE TAX			2,289.52
2023 043			AB		05/16/2024	0516FY25	05/20/2024	1,421.12

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	01	03-22-326-043 RING RD PROPERTY	H-31-6-2100	MALL-REAL ESTATE TAX				1,421.12
KAN110	KANE COUNTY TREASURER							
2023 1005			AB	05/16/2024		0516FY25	05/20/2024	30,153.34
	01	03-22-301-005 5000 SPRING HILL	H-31-4-2100	SEARS-REAL ESTATE TAX				30,153.34
2023 1006			AB	05/16/2024		0516FY25	05/20/2024	1,000.88
	01	03-22-301-006 5000 SPRING HILL	H-31-4-2100	SEARS-REAL ESTATE TAX				1,000.88
2023 1010			AB	05/16/2024		0516FY25	05/20/2024	34,226.04
	01	03-22-301-010 1000 RING ROAD	H-31-5-2100	MACY'S-REAL ESTATE TAX				34,226.04
2023 1016			AB	05/16/2024		0516FY25	05/20/2024	26,835.88
	01	03-22-151-016 RING RD PROPERTY	H-31-6-2100	MALL-REAL ESTATE TAX				26,835.88
2023 1024			AB	05/16/2024		0516FY25	05/20/2024	18,487.00
	01	03-22-151-024 RING RD PROPERTY	H-31-6-2100	MALL-REAL ESTATE TAX				18,487.00
2023 1026			AB	05/16/2024		0516FY25	05/20/2024	7,932.72
	01	03-22-151-026 RING RD PROPERTY	H-31-6-2100	MALL-REAL ESTATE TAX				7,932.72
2023 42013			AB	05/16/2024		0516FY25	05/20/2024	158.14
	01	03-22-442-013 200 WASHINGTON	5-00-3-3500	VILLAGE AND COMMUNITY EVENTS				158.14
2023 51010			AB	05/16/2024		0516FY25	05/20/2024	568.92
	01	03-22-151-010 5000 SPRING HILL	H-31-4-2100	SEARS-REAL ESTATE TAX				568.92
2023 6003			AB	05/16/2024		0516FY25	05/20/2024	25,316.64
	01	03-21-426-003 RING RD PROPERTY	H-31-6-2100	MALL-REAL ESTATE TAX				25,316.64
2023 6007			AB	05/16/2024		0516FY25	05/20/2024	16,474.22
	01	03-21-426-007 RING RD PROPERTY	H-31-6-2100	MALL-REAL ESTATE TAX				16,474.22
2023 6018			AB	05/16/2024		0516FY25	05/20/2024	2,894.06
	01	03-21-276-018 ELM AVE PROPERTY	H-31-6-2100	MALL-REAL ESTATE TAX				2,894.06

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
KAN110		KANE COUNTY TREASURER						
2023 6022			AB		05/16/2024	0516FY25	05/20/2024	4,263.54
	01	03-21-276-022 RING RD PROPERTY		H-31-6-2100	MALL-REAL ESTATE TAX			4,263.54
2023 6023			AB		05/16/2024	0516FY25	05/20/2024	26.28
	01	03-22-326-023 5000 SPRING HILL		H-31-4-2100	SEARS-REAL ESTATE TAX			26.28
2023 6024			AB		05/16/2024	0516FY25	05/20/2024	1,963.78
	01	03-21-276-024 HUNTLEY RD PROPE		H-31-6-2100	MALL-REAL ESTATE TAX			1,963.78
2023 6025			AB		05/16/2024	0516FY25	05/20/2024	816.46
	01	03-22-326-025 5000 SPRING HILL		H-31-4-2100	SEARS-REAL ESTATE TAX			816.46
2023 6053			AB		05/16/2024	0516FY25	05/20/2024	22,783.22
	01	03-22-326-053 5000 SPRING HILL		H-31-4-2100	SEARS-REAL ESTATE TAX			22,783.22
2023 6054			AB		05/16/2024	0516FY25	05/20/2024	129.32
	01	03-22-326-054 5000 SPRING HILL		H-31-4-2100	SEARS-REAL ESTATE TAX			129.32
2023 70004			AB		05/16/2024	0516FY25	05/20/2024	72.58
	01	03-27-370-004 1301 BONCOSKY RD		5-00-3-3500	VILLAGE AND COMMUNITY EVENTS			72.58
					VENDOR TOTAL:			316,495.68
KEL106		KELLENBERGER INC.						
2024-U4090-1			AB		04/30/2024	0516FY25	05/20/2024	147,749.00
	01	120 W MAIN-DT UTIL-N LOT-PHSE1		G-31-5-2511	DOWNTOWN UTILITIES			131,304.00
	02	REIMBURSABLE-120 W MAIN-UTIL		G-31-5-2511	DOWNTOWN UTILITIES			16,445.00
2024-U4090-2			AB		04/10/2024	0510FY24	05/20/2024	1,412.00
	01	2ND ST ADFDED VALVES FOR 120 W		2-21-4-2700	WATER MAINS			1,412.00
2024-U4090-3			AB		04/30/2024	0516FY25	05/20/2024	1,456.00
	01	120 W MAIN-DT UTIL-N LOT		G-31-5-2511	DOWNTOWN UTILITIES			1,456.00
					VENDOR TOTAL:			150,617.00

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
KIE102		SHAYNE KIEBLES						
KIEBLES050824			AB		05/08/2024	051025	05/20/2024	251.95
	01	JEANS - SWEATSHIRT		1-18-2-1500	CLOTHING ALLOWANCE			113.38
	02	JEANS - SWEATSHIRT		1-17-2-1500	CLOTHING ALLOWANCE			113.38
	03	JEANS - SWEATSHIRT		2-21-2-1500	CLOTHING ALLOWANCE			20.16
	04	JEANS - SWEATSHIRT		2-22-2-1500	CLOTHING ALLOWANCE			5.03
					VENDOR TOTAL:			251.95
LAN109		LANER MUCHIN LTD						
665485			AB		05/01/2024	0513FY24	05/20/2024	875.00
	01	LEGAL REPRESENTATION		1-13-3-7300	ATTORNEY FEES-OTHER			250.00
	02	FIRE CONTRACT NEGOTIATIONS		1-13-3-7315	ATTORNEY FEES-FIRE CONTRACT			625.00
					VENDOR TOTAL:			875.00
MEN100		MENARDS - CARPENTERSVILLE						
21420			AB		04/20/2024	0510FY24	05/20/2024	42.90
	01	ZEP FLR CLNR, SOAP		1-18-3-0300	JANITORIAL SUPPLIES			42.90
21596			AB		04/24/2024	0510FY24	05/20/2024	62.82
	01	TAPCON		1-17-3-3500	SMALL EQUIP/TOOLS/HARDWARE			62.82
21605			AB		04/24/2024	0510FY24	05/20/2024	107.73
	01	COFFEE, UTENSILS, WEED SPRAYER		1-18-3-0200	OPERATING SUPPLIES			107.73
22001			AB		05/03/2024	051025	05/20/2024	89.94
	01	CONTRACTOR BAGS		1-18-3-0200	OPERATING SUPPLIES			89.94
22009			AB		05/03/2024	051025	05/20/2024	89.79
	01	SCREWS, SCREWDRIVER, TAPE SUPP		2-21-4-2550	WATER TREATMENT FACILITY			89.79
					VENDOR TOTAL:			393.18
MEN102		MENARDS - CARPENTERSVILLE						
22557			AB		05/14/2024	0509FY25	05/20/2024	170.84
	01	FAUCET, FILTER		1-14-3-3500	SMALL EQUIP/TOOLS/HARDWARE			170.84
					VENDOR TOTAL:			170.84

VENDOR # / INVOICE #		INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
MEY102	MEYER SIGNS						
10673		AB		05/07/2024	0516FY25	05/20/2024	1,680.00
	01 16 POLE BANNERS		1-11-3-3000	CONTRACTUAL SERVICES			1,680.00
					VENDOR TOTAL:		1,680.00
MID120	MIDWEST SALT, LLC						
P474214		AB		05/06/2024	051025	05/20/2024	3,510.24
	01 ATWTP 24.72 @ 142 TON		2-21-3-4300	TREATMENT SALT			3,510.24
					VENDOR TOTAL:		3,510.24
MOT100	MOTOROLA SOLUTIONS, INC.						
8388420240403		AB		05/01/2024	0516FY25	05/20/2024	570.00
	01 MAY24 17@23 4@41 1@15		1-15-4-1000	FLEET RADIO			570.00
8397720240403		AB		05/01/2024	0509FY25	05/20/2024	899.00
	01 MAY STARCOM21 USER FEES		1-14-4-1000	FLEET RADIO			899.00
					VENDOR TOTAL:		1,469.00
NEM100	NORTH EAST MULTI-REGIONAL						
349660		AB		04/03/2024	0509FY24	05/20/2024	2,375.00
	01 ANNUAL TRAINING		1-14-2-2500	TRAINING			2,375.00
352570		AB		05/01/2024	0509FY25	05/20/2024	650.00
	01 VORTEX TRAINING-FREDERICK		1-14-2-2500	TRAINING			325.00
	02 VORTEX TRAINING-BAIRD		1-14-2-2500	TRAINING			325.00
352607		AB		05/01/2024	0509FY25	05/20/2024	80.00
	01 HGH RISK VEH STOPS - MORGAN		1-14-2-2500	TRAINING			80.00
					VENDOR TOTAL:		3,105.00
NOR114	NIPSTA						
68616008		AB		05/01/2024	0516FY25	05/20/2024	1,450.00
	01 WIDE SUMMER 24 PHASE I & II		1-15-2-2500	TRAINING			1,450.00
					VENDOR TOTAL:		1,450.00

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NOR132		NORTHWESTERN UNIVERSITY						
24760			AB		12/21/2023	0509FY24	05/20/2024	4,200.00
	01	STAFF AND COMMAND - RICKETT		1-14-2-2500	TRAINING			4,200.00
					VENDOR TOTAL:			4,200.00
OHE100		RAY O'HERRON CO., INC.						
3199466			AB		04/29/2024	0509FY24	05/20/2024	54.98
	01	MOCK TURTLE NECK - RICKETT		1-14-2-1500	CLOTHING ALLOWANCE			54.98
3199472			AB		04/29/2024	0509FY24	05/20/2024	224.96
	01	3 SS SHIRTS - HAINES		1-14-2-1500	CLOTHING ALLOWANCE			224.96
					VENDOR TOTAL:			279.94
OTT102		OTTOSEN DINOLFO HASENBALG &						
6749			AB		04/30/2024	0513FY24	05/20/2024	1,200.00
	01	RETAINER		1-13-3-7000	VILLAGE ATTORNEY RETAINER			1,200.00
6750			AB		04/30/2024	0513FY24	05/20/2024	14,485.65
	01	GENERAL		1-13-3-7300	ATTORNEY FEES-OTHER			3,912.75
	02	TIF #4		G-12-3-7300	LEGAL FEES			399.50
	03	TIF #5		H-12-3-7300	LEGAL FEES			10,173.40
					VENDOR TOTAL:			15,685.65
PAH100		PAHCS II / NORTHWESTERN MED						
549939			AB		03/07/2024	0513FY24	05/20/2024	821.00
	01	GUBERNICK-PHYSICAL		1-15-3-0300	MEDICAL SUPPLIES			689.00
	02	LAMB-SCREENING		1-15-3-0300	MEDICAL SUPPLIES			132.00
550123			AB		03/14/2024	0513FY24	05/20/2024	200.00
	01	GUBERNICK-TEST		1-15-3-0300	MEDICAL SUPPLIES			200.00
					VENDOR TOTAL:			1,021.00
PDC100		PACE ANALYTICAL SERVICES, LLC						
247202689			AB		04/30/2024	0510FY24	05/20/2024	1,145.30

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS / ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	COLIFORM TESTS	2-21-3-3100	IEPA WATER ANALYSIS			1,145.30
				VENDOR TOTAL:			1,145.30
PRA104		PRAIRIE STATE CYCLING SERIES					
2024 MAR/MAY			AB	05/16/2024	0516FY25	05/20/2024	8,666.66
	01	RIVER CHALLENGE-3/1/24 PMT	5-00-3-3620	BIKE RACE EVENT EXPENSES			4,333.33
	02	RIVER CHALLENGE-5/1/24 PMT	5-00-3-3620	BIKE RACE EVENT EXPENSES			4,333.33
				VENDOR TOTAL:			8,666.66
QUA100		QUADCOM					
24-WDPD			AB	05/09/2024	0509FY25	05/20/2024	22,557.09
	01	STARCOM RADIO EQUIP PAYMENT	4-42-5-1100	POLICE DEPART OPERATING EQUIP			22,557.09
24-WDPD-05			AB	05/01/2024	0509FY25	05/20/2024	20,448.05
	01	MAY 24 DISPATCH SERVICE	1-14-3-2300	QUADCOM			20,448.05
SF-24-WDPD			AB	05/01/2024	0509FY25	05/20/2024	3,732.26
	01	SHIELD FORCE SFTWRE REMBRSMNT	1-14-3-3000	CONTRACTUAL SERVICES			3,732.26
				VENDOR TOTAL:			46,737.40
QUI100		QUILL LLC					
38291873			AB	04/19/2024	0513FY24	05/20/2024	113.96
	01	SUPPLIES	1-16-3-0100	OFFICE SUPPLIES			87.97
	02	SUPPLIES	1-15-3-0100	OFFICE SUPPLIES			25.99
38552872			AB	05/07/2024	0516FY25	05/20/2024	19.99
	01	DZ PADS OF PAPER	1-12-3-0100	OFFICE SUPPLIES			19.99
38561993			AB	05/08/2024	0516FY25	05/20/2024	34.99
	01	BROWN ENVELOPES	1-12-3-0100	OFFICE SUPPLIES			34.99
				VENDOR TOTAL:			168.94
RES103		RES GREAT LAKES LLC					
IN39703			AB	07/31/2023	0513FY24	05/20/2024	5,280.00

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	CARRINGTON RESERVE 2023 MGMT		C-00-3-3000	CONTRACTUAL SERVICES			5,280.00
RES103		RES GREAT LAKES LLC						
IN40510			AB		08/31/2023	0513FY24	05/20/2024	10,720.00
	01	CARRINGTON RESERVE 2023 MGMT		C-00-3-3000	CONTRACTUAL SERVICES			10,720.00
IN42938			AB		11/30/2023	0513FY24	05/20/2024	12,000.00
	01	CARRINGTON RESERVE 2023 MGMT		C-00-3-3000	CONTRACTUAL SERVICES			12,000.00
IN45105			AB		03/31/2024	0513FY24	05/20/2024	9,500.00
	01	CARRINGTON RESERVE 2023 MGMT		C-00-3-3000	CONTRACTUAL SERVICES			9,500.00
					VENDOR TOTAL:			37,500.00
SEC104		SECRETARY OF STATE						
24-25 AU99378			AB		05/09/2024	0509FY25	05/20/2024	151.00
	01	2016 FORD 46870 PLATE AU99378		1-14-4-0500	AUTOMOTIVE PARTS & REPAIRS			151.00
					VENDOR TOTAL:			151.00
SIT101		SITEONE LANDSCAPE SUPPLY LLC						
140991398-001			AB		05/02/2024	0510FY24	05/20/2024	565.00
	01	MULCH 10 CU YD @ $56.50		1-18-3-0200	OPERATING SUPPLIES			565.00
					VENDOR TOTAL:			565.00
SIT102		SITEONE LANDSCAPE SUPPLY, LLC						
140652322-001			AB		04/25/2024	0510FY24	05/20/2024	565.00
	01	MULCH 10 CU YD @ 56.5		1-18-3-0200	OPERATING SUPPLIES			565.00
					VENDOR TOTAL:			565.00
SMI101		SMITH ECOLOGICAL SYSTEMS CO						
24728			AB		05/03/2024	051025	05/20/2024	453.25
	01	WPT CHEMICAL FEED TUBE		2-21-4-2550	WATER TREATMENT FACILITY			453.25
					VENDOR TOTAL:			453.25
SPR100		SPRING CITY ELECT. MFG. CO.						
IN/024073			AB		04/29/2024	0510FY24	05/20/2024	30,000.00

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	POLES-3 NHMPTN & 3 OLDTWN		4-42-5-1800	BLDG/GROUNDS REPAIRS			30,000.00
					VENDOR TOTAL:			30,000.00
STA120		STARK & SON TRENCHING INC.						
56239			AB		04/23/2024	0510FY24	05/20/2024	5,610.00
	01	SEWER REPAIR 100 CARRINGTON		2-22-3-3000	CONTRACTUAL SERVICES			5,610.00
					VENDOR TOTAL:			5,610.00
STO102		STORINO RAMELLO & DURKIN						
91291			AB		04/30/2024	0513FY24	05/20/2024	598.68
	01	APR 24 RED LIT VIO/AUTO IMPNDS		1-13-3-7300	ATTORNEY FEES-OTHER			598.68
					VENDOR TOTAL:			598.68
SUP102		SUPERFLEET MASTERCARD						
4/29/24-5/13/24 PD			AB		05/16/2024	0513FY24	05/20/2024	200.00
	01	ACCOUNT FK191		1-14-4-0200	VEHICLE FUEL			200.00
					VENDOR TOTAL:			200.00
SWI103		SWIFT WASH						
696			AB		04/30/2024	0509FY24	05/20/2024	104.00
	01	APRIL FLEET WASHES		1-14-4-0500	AUTOMOTIVE PARTS & REPAIRS			104.00
					VENDOR TOTAL:			104.00
TEE101		COLSON TEEPLE						
TEEPLE050824			AB		05/08/2024	051025	05/20/2024	144.97
	01	JEANS-SHIRT		1-18-2-1500	CLOTHING ALLOWANCE			65.24
	02	JEANS-SHIRT		1-17-2-1500	CLOTHING ALLOWANCE			65.24
	03	JEANS-SHIRT		2-21-2-1500	CLOTHING ALLOWANCE			11.60
	04	JEANS-SHIRT		2-22-2-1500	CLOTHING ALLOWANCE			2.89
					VENDOR TOTAL:			144.97
THI100		THIRD MILLENNIUM ASSOCIATES						
31451			AB		05/08/2024	0513FY24	05/20/2024	1,486.50
	01	UB BILL RENDERING		2-22-3-3000	CONTRACTUAL SERVICES			96.27

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	02	UB BILL RENDERING		2-21-3-3000	CONTRACTUAL SERVICES			96.28
	03	WATER QUALITY INSERT		2-21-3-3000	CONTRACTUAL SERVICES			1,293.95
					VENDOR TOTAL:			1,486.50
TOS102		TOSHIBA AMERICAN BUSINESS SOLU						
5029819495			AB	05/13/2024		0516FY25	05/20/2024	432.89
	01	5/28-6/27/24 COPIER		1-12-3-3000	CONTRACTUAL SERVICES			86.58
	02	5/28-6/27/24 COPIER		1-14-3-3000	CONTRACTUAL SERVICES			86.58
	03	5/28-6/27/24 COPIER		1-15-3-3000	CONTRACTUAL SERVICES			86.58
	04	5/28-6/27/24 COPIER		1-16-3-3000	CONTRACTUAL SERVICES			86.58
	05	5/28-6/27/24 COPIER		1-17-3-3000	CONTRACTUAL SERVICES			43.28
	06	5/28-6/27/24 COPIER		1-18-3-3000	CONTRACTUAL SERVICES			43.29
					VENDOR TOTAL:			432.89
TOU101		STEPHEN D. TOUSEY LAW OFFICES						
050124			AB	05/01/2024		0516FY25	05/20/2024	750.00
	01	MAY 2024 PROSECUTION		1-13-3-7100	VILLAGE PROSECUTOR RETAINER			750.00
					VENDOR TOTAL:			750.00
UPS100		THE UPS STORE						
277			AB	04/30/2024		0513FY24	05/20/2024	29.99
	01	P&Z HAAS NAME PLATE		1-11-3-6500	MISCELLANEOUS			29.99
					VENDOR TOTAL:			29.99
VER100		VERIZON WIRELESS						
9963139127			AB	05/02/2024		0513FY24	05/20/2024	108.03
	01	ACCOUNT 442045914-00001		1-14-3-0500	TELEPHONE			108.03
					VENDOR TOTAL:			108.03
VIL100		PETTY CASH						
043024			AB	04/30/2024		0509FY24	05/20/2024	200.00
	01	PRIZES FOR COFFEE WITH A COP		1-14-3-6480	NEIGHBORHOOD WATCH PROGRAM			200.00
					VENDOR TOTAL:			200.00
VIL103		VILLAGE OF EAST DUNDEE						
401			AB	05/06/2024		0516FY25	05/20/2024	234,530.07

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	6-5-24 IEPA LOAN PRINCIPAL		6-14-8-8000	IEPA LOAN REPAYMENT-PRINCIPAL			217,684.92
	02	6-5-24 IEPA LOAN INTEREST		6-14-8-8010	IEPA LOAN REPAYMENT-INTEREST			16,845.15
VIL103		VILLAGE OF EAST DUNDEE						
402			AB		05/07/2024	0513FY24	05/20/2024	33,474.84
	01	APR 24 STNDRD @7.6209		2-22-3-3100	TREATMENT CHARGES			12,500.00
	02	APR 24 ADDL SVCS 13359.77		2-22-3-3100	TREATMENT CHARGES			20,974.84
					VENDOR TOTAL:			268,004.91
WAT100		WATER PRODUCTS CO.						
0322347-5/08/24			AB		05/08/2024	051025	05/20/2024	893.88
	01	REPAIR CLAMP - MALL		2-21-4-2750	SERVICE LINE REPAIRS			893.88
0322348-5/08/24			AB		05/08/2024	051025	05/20/2024	439.30
	01	SADDLE - MALL LEAK		2-21-4-2750	SERVICE LINE REPAIRS			439.30
					VENDOR TOTAL:			1,333.18
WEL100		WELCH BROS., INC.						
3271015			AB		04/30/2024	0510FY24	05/20/2024	12.14
	01	CONCRETE MIX		1-17-4-1100	CURB/SIDEWALK			12.14
					VENDOR TOTAL:			12.14
WIL105		WBK ENGINEERING						
			AB		05/07/2024	0516FY25	05/20/2024	1,225.00
	01	LENNAR-HUNTLEY RD - PRINCIPAL		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			1,225.00
25533			AB		05/07/2024	0516FY25	05/20/2024	594.51
	01	AIRPORT RD - ENGINEER SRVCS		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			594.51
25534			AB		05/07/2024	0516FY25	05/20/2024	200.00
	01	CANTERFIELD 1&2 - ENGINEER VI		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			200.00
25535			AB		05/07/2024	0516FY25	05/20/2024	2,077.01
	01	C4-INFRA - ENGINEERING SRVCS		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			2,077.01
25536			AB		05/07/2024	0516FY25	05/20/2024	2,082.50

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	HARVEST VIEW - ENGINEERING		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			2,082.50
WIL105		WBK ENGINEERING						
25537			AB		05/07/2024	0516FY25	05/20/2024	1,225.00
	01	LENNAR-HUNTLEY RD-ENGINEERING		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			1,225.00
25538			AB		05/07/2024	0516FY25	05/20/2024	282.00
	01	OPUS CHI LOG SRVC-ENGINEERING		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			282.00
					VENDOR TOTAL:			7,686.02
ZEL100		ZELLER CREATIVE GROUP						
IN00024101			AB		05/13/2024	0513FY24	05/20/2024	6,383.97
	01	WD NEWSLETTERS		1-12-3-4500	NEWSLETTER			6,383.97
IN00024102			AB		05/13/2024	0513FY24	05/20/2024	3,600.00
	01	WD LOGO		1-11-3-3000	CONTRACTUAL SERVICES			3,600.00
					VENDOR TOTAL:			9,983.97
ZOL100		ZOLL MEDICAL CORPORATION						
3963538			AB		04/29/2024	0513FY24	05/20/2024	159.00
	01	PEDI&CPR ELECTRODES		1-15-3-0300	MEDICAL SUPPLIES			159.00
					VENDOR TOTAL:			159.00
ZUK100		ZUKOWSKI, ROGERS, FLOOD &						
168283			AB		04/30/2024	0513FY24	05/20/2024	370.00
	01	AT&T/VERISON/TOWER NORTH PRO.		1-13-3-7300	ATTORNEY FEES-OTHER			370.00
					VENDOR TOTAL:			370.00
					TOTAL --- ALL INVOICES:			1,320,381.28

Village of
West Dundee

TO: Village President & Board of Trustees

FROM: Michael Spiro, Fire Chief

DATE: May 7, 2024

SUBJECT: Authorization to Re-Cable Village Facilities

BACKGROUND:
Staff seeks approval to move forward with a bid to re-cable all village buildings in anticipation of implementing a new phone system. The existing system, installed in 2005 during the construction of Public Safety Center 2, is now outdated and no longer supported. Operating on analog cabling, it fails to meet our current communication needs. Given technological advancements, we must transition to a modern solution aligned with current standards, enhancing our communication capabilities. The proposed solution involves migrating to a Voice over IP (VoIP) system, offering advantages such as improved call quality, scalability, and cost-effectiveness. This request focuses solely on re-cabling village buildings to accommodate the new VoIP phone system. The installation of the new system will occur in a subsequent phase later this year.

FISCAL IMPACT:
Costs for materials have risen since our last evaluation in October 2023. However, Shield Communications, has assured us that they will maintain the same quote as of October 2023.

The total project cost amounts to $54,277.00, which is allocated within the Fiscal Year 2024/2025 capital projects budget.

RECOMMENDATION:
Staff recommends that the board authorize approval to proceed with an agreement with Shield Communications to re-cable the four main village buildings. The total amount for this project should not exceed $54,277.00.

MOTION:
Motion to authorize staff to enter into an agreement with Shield Communications for network cabling services, with a maximum expenditure of $54,277.00.

If you have any questions, please feel free to contact me.



Shield Communications
3102 Starling Lane
Rolling Meadows, IL 60008
Phone: (847)226-8153

West Dundee Village Hall 5/3/24
102 S. 2nd St.
West Dundee, IL 60118
Attn: Mike Spiro

Thank you for giving Shield Communications a chance to propose for your low voltage project. If you have any questions, please give us a call at 3312-444-9300.

Village Hall Low Voltage Cabling

- Provide and install quantity (10) Cat 6 data cables for new IP phones
- Provide and install quantity (1) 2-post 7 foot data rack
- Provide and install quantity (1) 48 port patch panel
- Provide and install cable support accessories for Cat 6 cabling

Labor: $ 3,900.00
Materials $ 1,530.00

Total: $ 5,430.00

West Dundee Public Safety 1 Low Voltage

- Provide and install quantity (38) Cat 6 cables for new IP Phones
- Provide and install quantity (1) 2-post 7 foot data rack
- Provide and install quantity (1) 48 port patch panel
- Provide and install cable support accessories for Cat 6 cabling

Labor: $17,250.00
Materials $ 3,686.00

Total: $20,936.00

West Dundee Public Safety 2 Low Voltage

- Relocate existing Cat5e voice cables from 110 blocks to new data rack
- Provide and install quantity (1) 2-post 7 foot data rack
- Provide and install quantity (2) 48 port patch panels
- Replace quantity (24) floor jacks in basement with water damage

Labor: $ 4,800.00
Materials: $ 2,160.00

Total: $ 6,960.00

West Dundee Public Works Low Voltage

- Provide and install quantity (53) Cat 6 cables for new IP phones
- Provide and install quantity (1) 2-post 7 foot data rack
- Provide and install quantity (1) 48 port patch panels
- Provide and install cable support accessories for Cat 6 cabling

Labor: $16.050.00
Materials: $ 4,901.00

Total: $20,951.00

Summary By Location…

- **Village Hall Low Voltage Cabling $ 5,430.00**
- **West Dundee Public Safety 1 Low Voltage $20,936.00**
- **West Dundee Public Safety 2 Low Voltage $ 6,960.00**
- **West Dundee Public Works Low Voltage $20,951.00**

Grand Total: $54,277.00

Qualifications

- This quote based on labor during working hours 8 AM to 4:30 PM.
- Prices based on above counts only and guaranteed for 30 days from date.
- Payment Terms: 50% upon acceptance of proposal and 50% upon completion of project.
- Delays caused by situations beyond our control will result in renegotiation of the work schedule/pricing.
- Figures based on all areas being available and clear to install during the installation.
- All work is to be completed in a neat and professional manner, according to the EIA/TIA standard practices.
- This estimate is based upon completing the entire scope of work in one operation. If this cannot be done due to circumstances beyond Shield Communications, Inc.'s control, then demobilization and/or remobilization charges will apply.
- All work related to a customer data network, unless otherwise specified on this proposal or contract, will be billed time and material
- Permit, inspection, review fees, dumpsters, patching, or painting is excluded from this proposal.
- Parts and labor are covered unless others caused damage. Service work required because of damages to the installation will be charged on a time and material basis.
- Warranty of equipment is subject to the manufacturers warranty. Labor and lifts are not included

Shield Communications Signature Date

Customer Signature Date

REGULAR BOARD MEETING **April 15, 2024 – 7:30 pm**
Village Hall, 102 S. 2nd Street **Village of West Dundee**

I. CALL TO ORDER:

President Nelson called the Regular Board Meeting to order at 7:30 p.m.

II. ROLL CALL:

Present were Village President Christopher Nelson, Village Manager Joseph Cavallaro, Village Trustees Cheryl Alopogianis, Cheryl Anderley, Dan Wilbrandt, and Tom Price. Trustees Mark Johnson and Andy Yuscka were absent.

Also present were Village Attorney Michael Castaldo, Police Chief Anthony Gorski, Fire Chief Michael Spiro, Director of Public Works Eric Babcock, Director of Economic Development Timothy Scott, Community Development Director Thomas Moszczynski, and Finance Director David Danielson.

There were twenty-five (25) people in the audience.

III. PLEDGE OF ALLEGIANCE:

Trustee Wilbrandt led the Board and those in attendance in the Pledge of Allegiance.

IV. APPROVAL OF AGENDA:

MOTION: Moved by Trustee Price and seconded by Trustee Anderley to approve the agenda as amended. Upon roll call, the motion was approved by acclimation.

AYES: Trustees Price, Alopogianis, Anderley and Wilbrandt
NAYS: None
ABSENT: Trustees Johnson and Yuscka

V. VILLAGE PRESIDENT'S REPORT: None

VI. REPORTS AND QUESTIONS FROM TRUSTEES AND WORKING GROUPS None

VII. STAFF REPORTS: NONE

VIII. QUESTIONS FROM THE AUDIENCE: President Nelson said that people wishing to make comments and ask questions regarding Item C on the agenda would be able to do so when it is discussed as part of the agenda.

IX. CONSENT AGENDA:

A. Approval of Bill List: 04/15/2024
B. Approval of Minutes: Committee of the Whole Meeting, March 11, 2024

MOTION: Moved by Trustee Anderley and seconded by Trustee Alopogianis to approve the Consent Agenda. Upon roll call, the motion was approved.

AYES: Trustees Anderley, Wilbrandt, Price and Alopogianis

NAYS: None
ABSENT: Trustees Johnson and Yuscka

X. RESOLUTIONS AND ORDINANCES

C. 305 Oregon Avenue: Consideration of an Ordinance Approving a Special Use Permit to allow Single Room Occupancy Units and Apartments on the Ground Floor

Trustee Price introduced this topic and explained that this Special Use Permit request to allow for Single Room Occupancy Units and Apartments on the ground floor has made its way through the Planning & Zoning Commission with unanimous approval and also with approval from the Village Board.

Pat Hanley, 519 South Second Street, requested that this item be tabled since 2 Trustees are absent from the meeting.

The current use of the property includes three long-term apartments in the carriage house and 8 single-room occupancy units throughout the rest of the structure. The petitioner, Mr. Steve Fang, is seeking a special use permit to align these operations with the underlying zoning.

Steve Fang, the current owner of the property, read a statement thanking the Board and everyone in attendance for coming to tonight's Board meeting.

Steve explained that he is also part of the community and has always operated the business with an eye on its impact on neighbors. Due to the feining property and revenues along with the decline of B&Bs, the change in operations was established as a solution for guests who book regularly which would free up time and allow Mr. Fang to work on the building maintenance. He stated that they book the highest quality guests and provide a quiet, clean, and drama-free establishment who are respectful to the surrounding neighbors.

Mr. Fang stated that he is aware of the packet that has been circulated and comments on social media which he believes are outright lies. The idea has been circulated that they want to turn the property into an apartment complex, which is not true. There are no plans to add additional sleeping rooms. He said that changes have been put in place regarding visiting guests and they have been implemented. He further noted that since he has managed the property, not a single complaint has been lodged.

As a final note, nothing will change regarding the operation of the property, it will remain as status quo.

President Nelson requested that this item be tabled from a vote tonight and the Board would hear comments from residents only.

Michael Dewey, 411 Oregon, spoke to the Board and stated that he has lived 2 houses away from the property for 34 years. Before Mr. Fang took ownership of the property, it was in disrepair and an eyesore. It has since been renovated and he is proud to live next to it. He researched the property thoroughly, talked with Mr. Fang, read the Village Code regarding the Special Use Permit, and attended the P&Z meeting approving the permit.

He stated that the hospitality industry is changing rapidly and the Village must remain flexible and adjust to the market. He also feels that it is easier to enforce regulations with someone staying for longer periods and not checking in for just one night. There are regulations in place such as a 1-year inspection and license review.

He stated that he is in favor of the continued operation of the site as it exists and is managed.

Pat Hanley, 519 South Second Street, spoke to the Board and asked the question about what happened over Covid and what the reason was for changing the ordinance. He said that the building has been up for sale for a long time and had a proposed buyer. The current owner cannot make promises for the building in the future if he does not own it. He stated that the burden should not fall on West Dundee to fix the owner's problem. He said that if he had made a bad investment, he wouldn't be here, before the Board, asking them to fix it. He said it's not appropriate and the Village of West Dundee should enforce the code as it exists. He noted that B&Bs are thriving in other areas and pointed out Nashville as an example of this. He said that he is in favor of saving the Mansion, one of the most historic buildings in West Dundee, but not approving the Special Use Permit request.

Peggy Hanley, 519 South Second Street, spoke to the Board and stated that the current owners have done a beautiful job with the Mansion. It is a beautiful and calm property, but the current owners cannot guarantee what will happen to the property in the future if they do not own it. She pointed out that this could affect Dundee Highlands School if families looking to go to a better neighborhood school moved into the apartments.

She pointed out that the Village has spent a lot of money on purchasing other struggling properties in the Village at costs more than what it would cost to purchase the Mansion and asked the Board to consider this option.

Bernadette Stoecker, 219 South Third Street, spoke to the Board and stated that she and her husband Tom attended the March 25th Planning & Zoning Public Hearing regarding 305 Oregon. She and her husband feel very strongly about this topic and feel they needed to share information with neighbors, so they distributed packets on the subject.

They feel that zoning should reflect the best interest of the community and they have expressed their concerns to the Village Board dating back to 1992 when the Village allowed the operation of a Bed and Breakfast under R-B zoning. They feel it is their constitutional right to quiet enjoyment and it is important that our city planning is well managed. She expressed their concern over the excessive number of AirBnB developments within the Village. She stated that they are perplexed about the special use as it pertains to single-room occupancy on the first floor as she does not recall the property owners seeking approval for this use and feels it violates the R-B zoning. She does not recall the property owners seeking approval for the allowance of apartments.

She does not believe that it is the Village's responsibility when someone purchases a property that results in a bad investment and is looking to be rescued.

Kevin McNally, 209 Liberty Street, spoke to the Board stating that he has lived in the Village for 32 years and on his daily walks with his dog has observed that the property is in a state of decay. The brick building needs tuckpointing and the paint is peeling.

He questioned whether the current model of business for the property creates enough revenue for the upkeep of the building to keep it from falling into further disrepair. He stated that the building needs at least $200,000 in renovations and does not believe that the current business model can support that.

Written feedback was provided in advance of tonight's Board meeting and is provided below.

Terrance Seifert, 417 Oregon - It has come to my attention that the owner of the Mansion B&B wishes to modify his business plan and operations to accommodate guests who wish to stay for longer periods of

time. I believe this is a good plan that will benefit West Dundee and the owner of the business Mr. Steven Fang. It should be noted that Mr. Steven Fang lives across the street from my house and has always been an exemplary neighbor and friend. He has maintained his home and his property at 305 Oregon for over 20 years. As the Village Board knows, times are changing and the business climate in West Dundee has been rough. We all need to help Mr. Steven Fang be successful. We do not need another failed business in West Dundee. Please approve Mr. Steven Fang's Zoning request and business plan.

JoLynn Seifert, 417 Oregon - I live at 417 Oregon Ave., 4 houses west of the Mansion B&B at 305 Oregon Ave. The Mansion B&B is an amazing historical landmark in West Dundee, owned by Steven Fang and his wife Eda, for 20 years. They have kept the Mansion in beautiful condition, inside and outside. They have preserved the historical look of the property. The Mansion is an asset to our community and I am very proud of it, as everyone should be in West Dundee. I understand that Steve and Eda are asking to rent the same rooms, that have been approved to rent as B&B rooms, for a longer period, 31 days minimum, with one person per room. I support this request 100%. The request should be granted to them.

Kimberly Rork - Please keep our sleepy, family-oriented town of Dundee safe. Rooms with shared bathrooms, shared cooking space, and rooms with no kitchen are not true apartments. This is not an improvement to welcome more families, it welcomes transient living, and the sobering consequences that come with it. I have been a resident of Dundee for 38 years. It is a very special treasure in the Fox Valley. It has been disappointing to watch the decay of Spring Hill Mall. I would be sick to learn we have lowered our standards with housing as well. I vote No.

President Nelson said that a Committee of the Whole meeting would be scheduled for May 13th to continue this discussion and that notification would be sent to residents within a 250 ft radius of the property.

A. Ordinance Adopting FY 2024-2025 Budget

Included in the agenda is an Ordinance adopting the 2024/25 budget for the Village of West Dundee. State Statutes require that municipalities adopt an annual operating budget before the close of the fiscal year (April 30th). The attached Ordinance entitled Final Budget Report is presented to the Village Board for final review and formal adoption.

MOTION: Moved by Trustee Price and seconded by Trustee Alopogianis to adopt an Ordinance Approving the Village of West Dundee's Annual Budget for FY 2024/25 as presented and addressed herein.

AYES: Trustees Price, Alopogianis, Anderley and Wilbrandt
NAYS: None
ABSENT: Trustees Johnson and Yuscka

B. Main Street/Route 72 East of Dundee Middle School: Consideration of an Ordinance Approving: (1) Rezoning from SD Special Development District to R-4 Low-Density Multiple-Family District; (2) Variations from Front-, Corner Sice-, and Rear Yard-Setback Requirements and Minimum Lot Townhouses on Approximately 13 Vacant Acres

Trustee Price explained that the developer, Lennar, is proposing 90 for-sale townhomes for approximately 13 vacant acres on Main Street/Route 72 east of Dundee Middle School. The proposed concept plan was approved by the Board in September 2023 and ultimately by both the Planning and Zoning and Appearance Review Commissions.

Lennar is requesting 1) Rezoning from SD Special Development District to R-4 Low Density Multiple Family District; 2) Variations for front-, corner, side-, and rear yard setbacks and minimum lot area; and 3) a Preliminary Plat of Subdivision.

There was a discussion about the street extension concept which does not have the support from the Dundee Township Park District and District 300, but discussions are ongoing at this time. Current plans include a hammerhead-ended street and sidewalk segment, both shaped in a manner that could accommodate the street extension if the idea is supported in the future.

MOTION: Moved by Trustee Price and seconded by Trustee Alopogianis to approve and Ordinance Approving: 1) Rezoning from SD Special Development District to R-4 Low-Density Multiple-Family District; 2) Zoning Variations for Front-, Corner Side-, and Rear Yard-Setbacks and Minimum Lot Area; and 3) a Preliminary Plat of Subdivision for the purpose of constructing 92 Attached Single Family Residences (Rear-loaded Townhomes) on approximately 13 Vacant Acres on Main Street/Route 72 East of Dundee Middle School identified as Harvest View Subdivision.

AYES: Trustees Price, Alopogianis, Anderley and Wilbrandt
NAYS: None
ABSENT: Trustees Johnson and Yuscka

XI. UNFINISHED BUSINESS

A. Recommendation to Conduct Additional Clearing at Canterfield Park

Director Babcock explained that in August 2023 the Board awarded a contract to Clean Cut Tree Service to perform clearing of Canterfield Park. After reviewing the site before construction, staff recommends conducting additional clearing for site access and aesthetics. The main playground area and path are cleared but are surrounded by dead vegetation, junk trees, and invasive species. It is recommended that these are removed also.

Staff approached Clean Cut Tree Services for a quote because of their recent experience with the site and because they must correct some minor deficiencies with the original work. Clean Cut Tree Services submitted a quote in the amount of $23,000 to complete the additional clearing. A second quote came in from Looks Great Services in the amount of $387,450.

MOTION: Moved by Trustee Price and seconded by Trustee Anderley to approve a waiver to competitive bidding and award a contract to Clean Cut Tree Servies of Grayslake, IL for additional clearing at Canterfield Park at a cost of $23,000.

AYES: Trustees Price, Alopogianis, Anderley and Wilbrandt
NAYS: None
ABSENT: Trustees Johnson and Yuscka

B. Authorization to Execute an Architectural Engineering Services Proposal Between the Village of West Dundee and FGM Architects for Options for the Police and Fire Departments

Trustee Wilbrandt said that due to the condition and lack of space at Public Safety Center #1, a space needs analysis was conducted. Staff asked them for an additional professional services agreement to put together a concept plan for alternative options.

The options to be reviewed include 1) Expanding and renovating Public Safety Center #1 to meet the future needs of both the Police and Fire Departments by expanding the square footage at this location, and 2) Constructing a new Police Station elsewhere in the community. Public Safety Center #1 could then be renovated to meet the needs of the Fire Department

Manager Cavallaro said that the intent of the proposal is not to design the facility at this point but to identify the approximate square footage that is needed and an estimate to facilitate the construction of that square footage. Village staff can then take the analysis and apply it to a couple of different potential property locations. This is the initial analysis so an informed decision can be made moving forward.

MOTION: Moved by Trustee Wilbrandt and seconded by Trustee Anderley to enter into a professional services agreement with FGM, pursuant to the above-noted scope, in an amount not to exceed $25,000.

AYES: Trustees Wilbrandt, Price, Alopogianis and Anderley
NAYS: None
ABSENT: Trustees Johnson and Yuscka

XII. NEW BUSINESS

A. Concept Plan Review: Three, Four-unit Townhouse Buildings for 1.7 Vacant Acres on the South Side of Strom Drive East of Century Plaza

Trustee Price said that over the years the Village has reviewed a couple of ideas for the property. The current plan has gone through Planning & Zoning and the preliminary plan was approved, and is before the Board tonight for review. Director Scott said that the current owner-developer, Mr. Valentino Ranallo, had to pivot from his original plan for bigger apartment-, townhouse-, and duplex buildings, and he is now proposing hybrid models.

The concept plan that was provided to the Board was reviewed by Mr. Valentino Ranallo. He said that he loved the duplex plan but the cost was prohibitive and the financials did not work for that piece of land. He is proposing a hybrid of the urban townhouse and its vertical orientation with the traditional townhouse and its front-loaded garage. The developer's intention is for the units to be for sale. He said this plan requires a lot less site work.

Director Scott said that this plan provides a real opportunity to change the feeling of the land east of Century Plaza.

MOTION: Moved by Trustee Price and seconded by Trustee Alopogianis to refer a concept plan consisting of three, four-unit Townhouse Buildings for Approximately 1.7 Vacant Acres on the South Side of Strom Drive East of Century Plaza to the Planning and Zoning Commission for Review and Consideration.

AYES: Trustees Price, Alopogianis, Anderley and Wilbrandt
NAYS: None
ABSENT: Trustees Johnson and Yuscka

XIII. MISCELLANEOUS / FUTURE AGENDA ITEMS

XIV: ADJOURNMENT:

MOTION: Moved by Trustee Price and seconded by Trustee Anderley to adjourn the Regular Board Meeting. The motion was approved by acclamation.

The Regular Board Meeting adjourned at 8:35 p.m.

ATTEST:

_____	_____
Mary Jo Pape	Christopher Nelson
Village Clerk	Village President

REGULAR BOARD MEETING **April 29, 2024 – 6:00 pm**
Village Hall, 102 S. 2nd Street **Village of West Dundee**

I. CALL TO ORDER:

President Nelson called the Regular Board Meeting to order at 6:00 p.m.

II. ROLL CALL:

Present were Village President Christopher Nelson, Village Manager Joseph Cavallaro, Village Trustees Mark Johnson, Cheryl Anderley, Dan Wilbrandt, Tom Price, and Andy Yuscka. Trustee Cheryl Alopogianis was absent.

There were two (2) people in the audience.

III. PLEDGE OF ALLEGIANCE:

Trustee Yuscka led the Board and those in attendance in the Pledge of Allegiance.

IV. APPROVAL OF AGENDA:

MOTION: Moved by Trustee Johnson and seconded by Trustee Anderley to approve the agenda as amended. Upon roll call, the motion was approved by acclimation.

AYES: Trustees Johnson, Anderley, Wilbrandt, Price and Yuscka
NAYS: None
ABSENT: Trustee Alopogianis

V. EXECUTIVE SESSION: Section 5(C)(1) of the Open Meeting Act: Personnel

MOTION: Moved by Trustee Johnson and seconded by Trustee Price to recess from Regular Session to Executive Session. Upon roll call, the motion was approved.

AYES: Trustees Johnson, Anderley, Wilbrandt, Price and Yuscka
NAYS: None
ABSENT: Trustee Alopogianis

The Regular Board Meeting recessed to Executive Session at 6:02 pm

MOTION: Moved by Trustee Yuscka and seconded by Trustee Anderley to recess from Executive Session. Upon roll call, the motion was approved.

AYES: Trustees Yuscka, Johnson, Anderley, Wilbrandt, and Price
NAYS: None
ABSENT: Trustee Alopogianis

The Regular Board Meeting resumed at 7:59 pm

XIV: ADJOURNMENT:

MOTION: Moved by Trustee Yuscka and seconded by Trustee Price to adjourn the Regular Board Meeting. The motion was approved by acclamation.

The Regular Board Meeting adjourned at 8:01 p.m.

ATTEST:

_____	_____
Mary Jo Pape	Christopher Nelson
Village Clerk	Village President

Village of
West Dundee

TO: Local Liquor Control Commission
President and Village Board of Trustees

FROM: Joseph A. Cavallaro, Village Manager

DATE: May 20, 2024

SUBJECT: Class A Liquor License Request – El Pato Loco – 120 W Main Street

---

INTRODUCTION:

Andrew Burns submitted an application for a Class A (Restaurants with Dining Service) liquor license for El Pato Loco located at 120 W Main Street.

Attached is a copy of the business plan for the proposal that has also been provided.

BACKGROUND:

The liquor license application was submitted on March 27, 2024. A thorough review of the application and background check of the applicant and business was performed by the West Dundee Police Department.

A recommendation for approval has been provided. Chief Gorski's formal report is attached, and he will be in attendance on Monday evening.

A copy of the lease agreement has been provided.

The new application processing fee of $150 and the license fee of $1,900 has been submitted.

Below please find a Finding of Fact, which should be adopted by the Local Liquor Control Commission if the Commission deems the license appropriate:

1. That El Pato Loco has applied for a liquor license at 120 W Main Street and has requested a Class A license.

2. That a Liquor License Application form was completed and submitted for a Class A accompanied by a new applicant processing fee of $150.

3. That the application has been reviewed by the Village staff and the Police Department.

4. That the owners have been fingerprinted by the Village of West Dundee Police Department and a favorable background check has been received.

5. That an executed lease agreement for the premises has been submitted as required in order for a liquor license to be issued.

6. That evidence of Liquor Liability Insurance has been submitted in the form of policy declarations and endorsements has been provided.

7. That BASSET Certification on behalf of the owner is required and will be submitted.

8. That a Liquor License from the State of Illinois for the establishment will be requested upon approval and issuance of the requested West Dundee liquor license. ***A copy of an Illinois liquor license issued to El Pato Loco must be submitted to the Village of West Dundee upon receiving it from the state.***

RECOMMENDATION:

If the Commission is in agreement to approve the issuance of the requested license, the following motion would be appropriate.

LLCC MOTION: Move to adopt the Finding of Fact and authorize the issuance of a Class A liquor license to El Pato Loco located at 120 W Main Street, pursuant to satisfaction of the conditions and requirements noted in the Finding of Fact and recommend to the Village Board to issue a new license.

Village Board MOTION: Move to approve the issuance of a Class A liquor license to El Pato Loco located at 120 W Main Street.

If you have any questions, please feel free to contact me.

JAC:mjp
Attachments

CC: Andrew Burns, El Pato Loco
Anthony Gorski, Police Chief

Village of West Dundee

Village Hall – Administration Department
102 S. Second Street, West Dundee, IL 60118
Phone: 847-551-3800 Fax: 847-551-3809

APPLICATION FOR ALCOHOLIC LIQUOR LICENSE

License Period May 1, 2024 - April 30, 2025

LEGAL NAME OF BUSINESS: El Pato Loco, Inc. DATE: 3/27/24

DBA NAME: El Pato Loco IL SALES TAX #: _____

BUSINESS ADDRESS: 120 W Main St, WEST DUNDEE, IL PHONE: 8474042695

MAILING ADDRESS (if different): 128 W Main St., West Dundee, IL 60118

NAME OF APPLICANT: Andrew Burns PHONE: _____

E-MAIL ADDRESS: andy@crossmanage.net ☒ Send a copy of license by email

Pursuant to the provisions of Title 3, Chapter 2, Alcoholic Liquor Regulations, of the Municipal Code of West Dundee, Illinois, as amended, and pursuant to Chapter 43 of the Illinois Revised Statutes, as amended, the undersigned hereby makes application for an Alcoholic Liquor License as follows:

1. License Classifications and Fees: **Check mark, circle or highlight each applicable fee for Class A, A1, AA, AAA, E & F.**

☒	New Applicant		$150.00 one-time processing fee
☒	Class A	$ 1,900 (1st bar) $ 500 (2nd bar) $ 400 (each additional bar)	Restaurants, taverns, hotels, etc. with dining service (on premises consumption)
☐	Class A1	$ 1,600 (1st bar) $ 500 (2nd bar)	Restaurants with no liquor service between the hours of 9:00 pm and 6:00 am (on premises consumption)
☐	Class AA	$ 2,500 (1st bar) $ 500 (2nd bar)	Entertainment venue (on premises consumption)
☐	Class AAA	$ 3,000 (1st bar) $ 500 (2nd bar) $ 400 (each additional bar)	Bars without dining service (on premises consumption)
☐	Class B	$ 1,300	Beer & wine only with dining (on premises)
☐	Class C	$ 1,500	Package form only (off premises consumption)
☐	Class CC	$ 1,800	Package form (off premises) **AND** Dining establishments with 1 bar (on premises)
☐	Class CCC	$ 1,100	Package form – Beer & wine only (off premises)
☐	Class D	$ 900	Not-for-profit clubs (on premises)
☐	Class E	$ 100 (up to 5 tables) $ 400 (more than 5 tables)	Outdoor dining in conjunction with Class A, B, D or F (on premises)
☐	Class F	$ 2,600 $ 500 (each additional bar)	Microbrewery with dining service (on premises) **AND** in package form (off premises)
☐	Class G	$ 900	Park district operations (on premises)
☐	Class H	$ 500	Restaurants BYOB beer & wine service (on premises)
☐	Class K	$ 2,500	Movie theatre concessions (on premises)
☐	Class L	$ 750	Arts, crafts & entertainment studios (on premises)
☐	Class M	$ 750	Caterers, for events located in West Dundee
☐	Class N	$ 150	To Go Liquor Privileges
	Total Fee:	$2150	

Village of
West Dundee

TO: Village President and Board of Trustees

FROM: Thomas Moszczynski, Community Development Director

DATE: May 20, 2024

SUBJECT: Special Event & Daily Liquor Permit Request – Pump House Ribbon Cutting

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INTRODUCTION:

Attached please find a request to hold a Village sponsored event from the downtown event committee and a Daily Liquor Permit Request for Friday June 21st to hold a ribbon cutting event for the Pump House. The Downtown Event Committee is looking to hold an event that will be family friendly and community oriented. The event will include live music and alcohol sales by Emmett's Brewing Company.

BACKGROUND:

Special Event Hours: The proposed Special Event will be from 06:30pm to 09:30pm. It is expected that set up will begin around noon on the day of the event and teardown should finish by 10:00pm.

Street Closures and No Parking Hours: The municipal parking lot between 105 and 117 S 1st Street as well and the municipal lot to the east of the structures will be closed from 05:00pm to 10:00pm on the day of the event. Attached is a graphic showing the parking lot closure.

Barriers: Barricades will be provided by Public Works and will be used to contain the area where open liquor will be allowed.

Restroom Facilities and Refuse Management: In addition to the Pump House facilities, there will be an additional portable toilet and hand washing station placed directly south of the Pump House. Refuse receptacles will be provided by Public Works and strategically placed throughout the event area. Refuse will be kept within the dumpster enclosure to the north of the pump house and then hauled off site directly after the event.

Village Resources: Village resources will include delivery of barricades by Public Works and use of Village owned barricades and refuse receptacles. In addition, Village electricity will be used to provide power for the live band.

Alcohol Restrictions: Outdoor alcohol privileges have been requested in conjunction with this event. As proposed, alcohol will only be permitted in the fenced in municipal parking lot and river walk area. There will only be one entry point into the event area that will be monitored. Emmett's will be the alcohol vender and will operate out of the pump house concession area. They will provide BASSET certified servers.

FISCAL IMPACT:

The budgeted cost of the event which includes live music, a stage with a canopy, and table rentals is $2,425. This will be taken from the Village and Community Events line item. A copy of the financial recap and budget is attached.

RECOMMENDATION:

It is respectfully requested that the Local Liquor Control Commission recommend, and the Village Board approve, the issuance of a Daily Liquor Permit for Emmett's and for the Village Board to approve a Special Event Permit for the Pump House Ribbon Cutting.

LLCC MOTION: Move to recommend the approval of a Daily Liquor Permit Request for Emmett's Brewing Company for the Pump House Ribbon Cutting on Friday, June 21st, 2024 between the hours of 06:30pm and 09:30pm.

BOARD MOTION: Move to approve a Special Event Application and Daily Liquor Permit Request, Parking Restriction, and Draft Budget for the Pump House Ribbon Cutting on Friday, June 21st, 2024.

Attachments:
Special Event Permit Application
Daily Liquor License Permit Application
Map of Parking Lot Closure
Draft Budget

CC: Department Managers

Village of West Dundee

SPECIAL EVENT APPLICATION

Date Received: _____

SPONSOR & CONTACT INFORMATION

EVENT SPONSOR

Name: Village of West Dundee
Address: 102 S. 2nd Street
Phone: 847-551-3800
Email: villagehall@wdundee.org

PRIMARY CONTACT

Name: Thomas Moszczynski
Address: 100 Carrington Drive
Phone: 847-551-3805
Email: tmoszczynski@wdundee.org

DESCRIPTION OF EVENT

Event Name: Pump House Ribbon Cutting

Event Date (s): June 21, 2024 Hours: 06:30pm - 09:30pm

Location: West Dundee Municipal Lot Between 105 and 117 S. 1st St Expected Attendance: 100

Description of Event: Community event with free attendance, live music, and alcohol sales.

EVENT DETAILS – Check all boxes below that apply

- [ ] Fireworks
- [x] Alcohol
- [x] Signs / Banners
- [ ] Street Closures
- [ ] Itinerant Merchants
- [x] Entertainment / Music
- [x] Sound Amplification
- [x] Outside Electrical Service
- [ ] Outside Water Service
- [x] Temporary Structures

Detailed plans & schedules shall be attached for all checked items. These plans should include dates, locations, times, maps noting street closures etc.
Please Note: Barricades for street closures must be arranged with Public Works Department.
Also Please Note: Permit applications are required for signage, fireworks, and Liquor.

- ✓ Attach detailed plans for Trash Collection & Removal, Security, Parking, and Restrooms.
- ✓ Attach additional maps, drawings or written information you feel are necessary to process your application.
- ✓ Submit this application & all attachments to the Community Development Dept., 100 Carrington Dr., West Dundee.

Approval of this application will reserve for the above mentioned applicant/organization the requested event date/place providing all requirements outlined by the Village of West Dundee have been met.

ASSUMPTION OF LIABILITY AND INDEMNIFICATION

If the special event request is approved, the sponsor shall assume full responsibility for compliance with all conditions, fees, or any cost associated with this event. The sponsor shall be strictly liable for the acts of its agents, volunteers, officers and employees and shall indemnify and hold harmless the Village of West Dundee, its officers, agents, and employees from any claim, suit or liability whatsoever including, but not limited to, any court costs or reasonable attorney's fees arising out of or in any way connected with any acts or omissions of sponsor, it's agents, volunteers, officers and employees, or the special event. The applicant will provide a certificate of insurance naming the Village as an additional, primary, non-contributory insured as may be required by the Village.

Applicant's Signature: _____ Date: 05/16/2024

Note: All requests, depending on the type of event, shall be submitted at least 60-30 days prior to event date, as per Village Ordinance 3.8.

FOR OFFICE USE ONLY

Copies to:

Date Received: _____ ( ) Police Dept ( ) Public Works

Date Approved: _____ ( ) Fire Dept ( ) Community Development

VILLAGE OF WEST DUNDEE
DAILY LIQUOR LICENSE PERMIT APPLICATION

Date: 05/20/2024

Name of Organization: Village of West Dundee

Address: 102 S 2nd St

Name of Applicant/Contact: Thomas Moszczynski

Phone (day): 847-551-3805 (evening): _____

Email Address: tmoszczynski@wdundee.org

Event Name: Pump House Ribbon Cutting

Date(s) & Time of the Event: Friday, June 21st, 2024 06:30pm - 09:30pm

Event Location: Municipal Parking Lot Between 105 and 117 S. 1st St.

Type of Alcohol to be served: Beer and wine

Description of the security measures you will be utilizing for both liquor services and the event:

Service will be provided by one BASSET certified vendor that will check IDs.

Description of the area in which alcoholic liquor will be available for service and for consumption (attach map):

The event area will have a temporary perimiter fence to contain paterons. This area will be limitied to the municipal lot. There will be one monitored entry and exit.

Applicant's Signature _____ Date 05/16/2024

PLEASE NOTE: ***Request must be submitted at least 30 days prior to event date.***

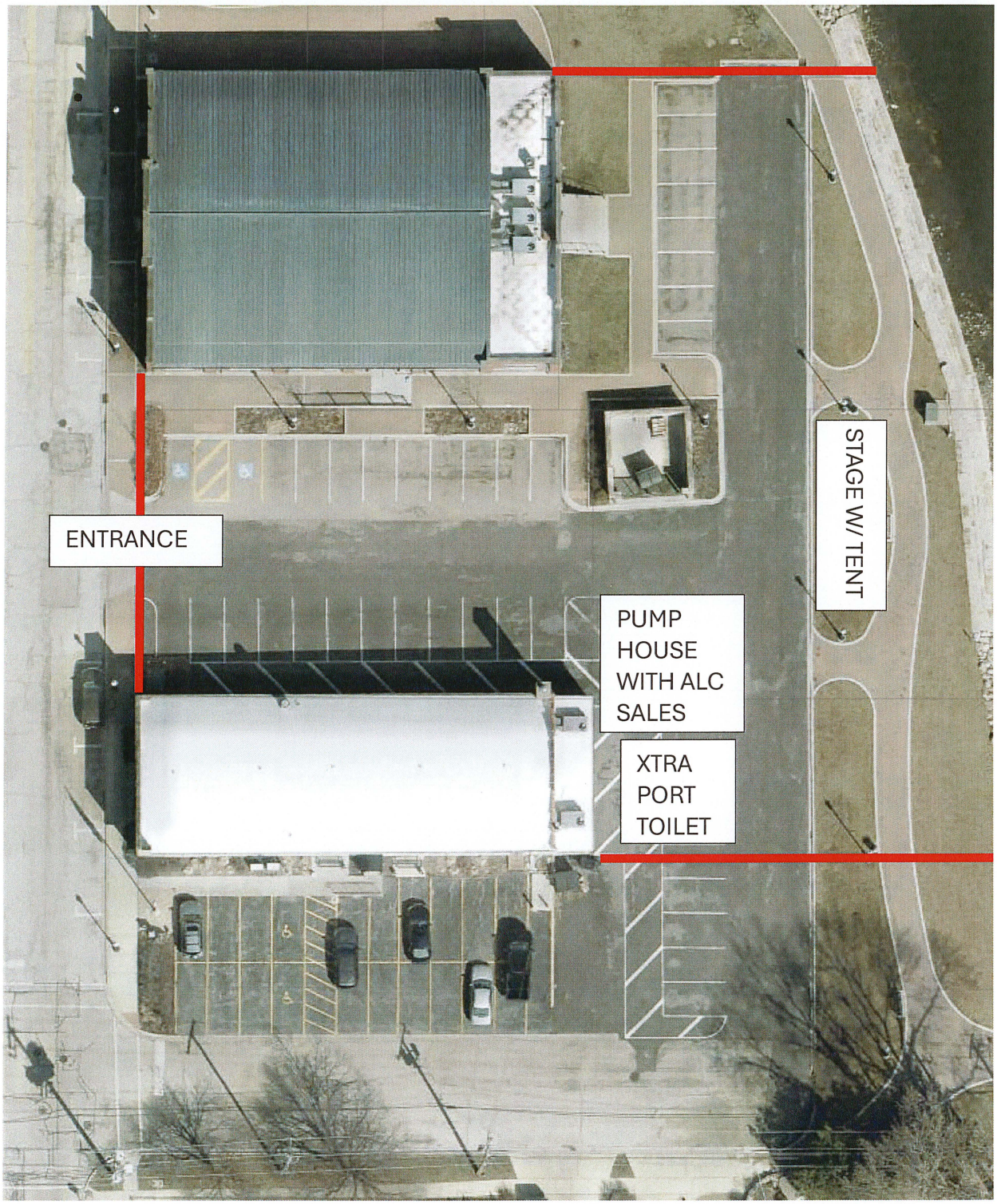
Submit this application to Village Hall, 102 S. Second Street, West Dundee, IL 60118

FOR OFFICE USE:

Date Received: _____ Fee Received ($50.00 per day): _____

Date Approved: by Local Liquor Commission: _____

by Village Board: _____


ENTRANCE
PUMP HOUSE WITH ALC SALES
XTRA PORT TOILET
STAGE W/ TENT

Village of West Dundee Pump House Ribbon Cutting Recap & Budget

	Budget	Actual Amount	Under (-) / Over (+) Budget - Actual
Expenditures			
Entertainment			
Loca Motive	700.00		
Total Entertainment	**700.00**		
Festival Logistics			
Stage	425.00		
Portable Toilets	500.00		
Rentals (Tents, Tables, Chairs)	400.00		
Supplies (Wristbands, Trashbags, Incidentals)	100.00		
Total Festival Logistics	**1,425.00**		
Marketing			
Advertising/Signage	300.00		
Total Marketing	**300.00**		
Total Expenditures	**2,425.00**		

Village of West Dundee

TO: Village President and Board of Trustees

FROM: Eric Babcock, Director of Public Works

DATE: May 14, 2024

SUBJECT: Professional Services Agreement with Baxter & Woodman - Water System Master Study, Phase 2

INTRODUCTION:

Staff requested that Baxter & Woodman prepare a proposal to complete Phase 2 of an anticipated 3-phase Water System Master Study. The proposal is finished and has been provided to the Village for consideration.

BACKGROUND:

A professional master study is an all-encompassing, detailed analysis of the entire water system, from well pumping, treatment and automation to storage and distribution. The study is intended to provide information and consultant recommendations pertaining to operational efficiencies, water quality improvements and available technological advancements.

Phase 2 of the Water System Master Study involves using information from Phase 1's GIS and mapping updates to create a fully calibrated hydraulic water model. A water model is an extremely useful tool to identify flow problems in the distribution system, test modifications in the grid, optimize extensions/loops, determine the consumption demand of new development, conduct fire flow testing, etc. and to do so in a virtual environment free of physical or monetary risk.

Baxter & Woodman's Professional Services Agreement for Phase 2 of the Master Study is attached for your review and consideration.

FISCAL IMPACT:

The Fiscal Year 2023/24 Budget includes an amount of $25,000 to facilitate Phase 2 of the Water System Master Study. Baxter & Woodman's fee of $24,800 represents a savings of $200.

RECOMMENDATION:

Therefore, it is respectfully requested and recommended that:

MOTION: Move to authorize a Professional Services Agreement with Baxter & Woodman to complete Phase 2 of the Water System Master Study at a cost of $24,800.

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

May 2, 2024

Mr. Adam Peters
Utilities Superintendent
Village of West Dundee
102 S. Second Street
West Dundee, IL 60118

Subject: Village of West Dundee – Water Model Development and Calibration (Phase 2)

Dear Mr. Peters:

The Village wishes to evaluate the overall performance of the water distribution system to address water quality concerns, low chlorine residuals, and evaluate proposed developments.

We are pleased to submit this Proposal to assist the Village in developing a WaterGEMS hydraulic model to evaluate the water distribution system. The water model will be based on the Village's water system GIS, which was updated in Phase 1 to create data that is water model compatible. The following is our scope and fee for the Project:

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 the Village and project team to ensure the goals of the Project are achieved.
      C. Prepare and submit monthly invoices 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
      Conduct up to two meetings with Village staff at times during the Project to clarify system layout and operations questions and review model results.

2. WATER MODELING
   2.1. Existing System Review - the Village is to provide:
      A. Existing water system GIS.
      B. Water distribution system maps, plans, and as-builts, including any recent changes and improvements, with pipe diameters, ages, and typical materials.
      C. Engineering reports previously completed on the water system.
      D. Water pumping records.
      E. Water consumption records from individual service accounts, in Excel or another acceptable electronic format.

F. Descriptions of existing storage facilities.
G. Description of standard operating procedures for the water system, including setpoints.
H. Water main break records, in Excel or another acceptable electronic format.
I. List of known problem areas (low pressure, high pressure, poor water quality, low fire flow, etc.).
J. Existing capital improvement plan and planned projects.

2.2. GIS Data Adjustments:

A. Unique Structure IDs will be maintained from the Phase 1 project. This will establish a link with the WaterGEMS® model, allowing model results to be incorporated within the GIS.
B. Missing data necessary for model construction will be identified. Atlases of applicable areas will be provided for markup by Village staff. Markup data will be incorporated into the GIS prior to WaterGEMS® model construction. The existing pipe segmentation within the GIS will be reviewed and revised as necessary to conform to conventions used within the modeling software.
C. At the completion of the modeling project, WaterGEMS® network model data will be exported back into the existing GIS. This one-to-one relationship will allow any alterations that have been made to the water network within the modeling software to be maintained and incorporated into the existing geodatabase. This strategy will allow WaterGEMS® model output to be incorporated within the GIS data for Village use and permits future updates to be migrated into and out of the geodatabase utilized by WaterGEMS®.
D. Provide a digital copy of the revised ArcGIS dataset in a format as specified by Village staff.

2.3. Model Preparation:

A. Prepare a water model in WaterGEMS for the Village's water system using existing atlas and GIS information. Work directly with Village's staff to concur on design information, including control elevations, system pressures, and system constraints. Confirm with Village's staff the resulting system in the modeling software accurately represents the actual distribution system.
B. Perform "distribution stress tests" by flowing fire hydrants in specific areas to determine the existing pipe roughness ("C" Coefficient) and assist in the model calibration. The fire hydrant flow tests involve measuring flows from selected fire hydrants throughout the water system. Conduct an estimated 10 to 12 fire hydrants tests with the Village's assistance. The Village will provide two staff for the fire hydrant testing. The Village will issue notifications to police, fire agencies, and the public, as necessary.

C. Calibrate the model by using fire hydrant test and adjust the model until the field and model data match within certain limits. Typical accuracy will be 1 psi (+/-) during average static conditions and 5 psi (+/-) during high flow testing.
   i. In the event attempts to calibrate the model reveal unexpected and unknown field conditions, it may be necessary to make a field investigation into why the model will not calibrate, e.g., locate closed valves in the system, and conduct additional flow tests. This additional work will be performed on a "Cost-Plus" basis in addition to the original Engineering Fee.

2.4. Distribution System Analysis: The following is a list of recommended scenarios that will provide the information most critical to the current needs. Scenarios will be evaluated under varying demand conditions, including Average Day Demand, Maximum Day Demand, and Peak Hour Demand.

A. Pressure Characteristics throughout the System: Pressures will be determined at each node in the model. Low pressures during peak demand may be caused by excessive head loss in the supply mains or high ground elevation. A determination of unacceptable variations in service pressure will be completed.

B. Areas of excessive head loss or high velocities: Pipes with excessive head loss or high velocities may require replacement of pipes or paralleling with larger diameter pipes. Excessive head loss under maximum day conditions may indicate that additional looping or water main upsizing is required.

C. Areas with inadequate fire flows: Utilizing the fire flow analysis portion of the software, fire hydrants will be simulated and the available fire flow capacity of each will be estimated. Test how the system reacts to simulations of fire flows at all fire hydrants in the system at maximum day demand. The results produced by the model will provide the Village with the predicted fire flows and the location and pressure of the lowest pressure nodes in the model for each hydrant. These results will be compared against ISO requirements. Particular attention will be paid to areas of critical need, such as schools, commercial and business zones, and dense residential areas.

2.5. Exhibits: Prepare water system exhibits showing pressure and available fire flows for average day and maximum day water demands; and areas with inadequate fire flows. Confirm with Village's staff the exhibits accurately represent water system.

ENGINEERING FEE

The Village 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 total of **$24,800.00**.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.** Upon your written authorization to proceed, we will begin working immediately.

We appreciate the opportunity to submit this Proposal and to continue working with you and the Village. Please contact me at 815-444-3230 or cgrieves@baxterwoodman.com if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Carolyn A. Grieves, PE
Vice President

CC: Eric Babcock, Director of Public Works
Attachment

VILLAGE OF WEST DUNDEE, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\WDUNV\220304-Water Master Plan\Contracts\Work\.01\0220304.01_Proposal_WaterModelPhase2.docx

Village of West Dundee

TO: Village President and Board of Trustees

FROM: Eric Babcock, Director of Public Works

DATE: May 14, 2024

SUBJECT: Professional Services Agreement with Baxter and Woodman - Sludge Treatment and Disposal Study

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INTRODUCTION:

Staff has requested that Baxter & Woodman submit a proposal to investigate options for the disposal of regeneration waste at the Randall Road Water Treatment Plant, which is presented here for the Board's consideration.

BACKGROUND:

The proposed study is intended to identify dilution possibilities for the concentrated radium and barium that results from softener regeneration at the Randall Road plant. These concentrations are a byproduct of the barium treatment system that was installed in Fiscal Year 2022/23 to address an IEPA maximum contaminant level violation at the East Dundee Wastewater Treatment Plant. At the levels of barium and radium that are currently deposited by the system, special radiological handling is required for its removal and disposal. Given that the special handling inflates the cost by roughly 400% over typical sludge removal, diluting the radium and barium content with a slurry is likely to be beneficial from a cost and safety perspective.

A copy of Baxter & Woodman's proposal is attached for your review and consideration.

FISCAL IMPACT:

The Fiscal Year 2024/25 Budget for Fund 2 provides an amount of $27,000 to conduct this study, which is the exact amount of Baxter & Woodman's proposal.

RECOMMENDATION:

Therefore, it is respectfully requested and recommended that:

MOTION: Move to authorize a Professional Services Agreement with Baxter and Woodman to conduct a sludge treatment and disposal study for the Randall Road Water Treatment Plant at a cost of $27,000.

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

December 13, 2023

Mr. Adam Peters
Utilities Superintendent
Village of West Dundee
102 S. Second Street
West Dundee, IL 60118

Subject: Village of West Dundee – Randall Rd WTP Sludge Treatment and Disposal

Dear Mr. Peters:

The Village of West Dundee (Village) wishes to evaluate the means of treating the ion exchange wastewater from the Randall Road Water Treatment Plant (WTP) to remove sufficient barium to allow the East Dundee Water Reclamation Facility to meet the barium discharge limits in the effluent. The current method of pretreatment reduces the barium concentration below the minimum required, but in doing so, radium is also precipitated in a concentration that results in significant costs to the Village for disposal.

We are pleased to submit this proposal to assist the Village in developing modifications to the pretreatment system that will reduce the volume of sludge produced and reduce the concentration of radium such that the sludge can be disposed more economically.

SCOPE OF SERVICES

PART 1 – Data Collection and Analysis

1. PROJECT MANAGEMENT – Plan, schedule, and control activities to complete the Project. These activities include budgeting, scheduling, and monitoring the scope of services.

2. KICKOFF MEETING – A Project Workshop meeting with Village staff and the Project team will be held. The purposes of the meeting are to establish clear lines of communication, introduce the Village staff to the team members, and establish the Village's detailed needs, objectives, and goals for the Project.

3. ION EXCHANGE WASTEWATER COLLECTION – Members of the team will visit the Randall Road WTP to collect samples of the wastewater stream containing the radium and barium. It is anticipated that this can be performed during one softener regeneration. Several samples during the regeneration will be collected and a composite sample will be produced that will be tested. A sample of the current precipitating agent (ferric sulfate) will also be collected for the purpose of testing the precipitation capabilities.

4. TREATMENT PROCEDURE – Using a multi-jar testing unit, various dosages of precipitant will be used to determine the optimum dosage for barium removal. Additional dosages or lower dosages

will be tested to determine the effect on both barium and radium precipitation. The goal is to determine minimum dosage necessary to reduce the barium in the waste stream discharged to East Dundee that will facilitate meeting the requirements of the NPDES permit for barium. The sludge produced will be tested for radium to determine if there is corresponding reduction in precipitated radium that would aid disposal.

5. SAMPLE ANALYSES – Deliver the wastewater and sludge samples to PACE Analytical for analyses including both radium and barium concentrations. The Village will pay the analytical fees directly. An allowance of $ 3,000.00 has been included in the engineering fee.

6. ANALYSE REVIEW – Review the results of the radium and barium analyses to determine the optimum barium reduction dosage and to evaluate the possibility of using a lower dosage to remove sufficient barium to meet East Dundee requirements, and whether or not a lower dosage will beneficially affect the production of radium in the sludge.

7. SLUDGE DISPOSAL INVESTIGATION – Using the data collected during the testing analyses, review up to three possible treatment and disposal options for the sludge produced. This is due to an increase concentration of radium in the backwash/treatment tank.

PART 2 – Report of Findings and Recommendations

8. MEET WITH THE VILLAGE – Meet with the Village representatives to discuss the findings and recommendations. Based upon the results of the meeting, prepare the report of findings and recommendations.

9. REPORT – The report will include the following;

   A. A narrative outlining the procedure used to collect the liquid to be tested and analyzed.
   B. A description of the testing procedure used to determine the optimum ferric sulfate dosage as well as the possible lower dosages.
   C. A summary of the results of the analytical testing performed on the liquid and sludge.
   D. Recommendations for treatment of the ion exchange wastewater that could reduce the volume of sludge produced.
   E. A narrative outlining the possible sludge disposal treatment and disposal options.
   F. A summary of equipment cost and operational costs associated with each option.
   G. Recommendations for treatment of the sludge on a long-term basis to reduce the radium concentration and decrease disposal costs.

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 total of **$27,000.00**.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.** Upon your written authorization to proceed, we will begin working immediately.

We appreciate the opportunity to submit this proposal and to continue working with you and the Village. Please contact Harry Harman at 815-444-3235 if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

John V. Ambrose, PE
President/CEO

CC: Eric Babcock, Director of Public Works
Attachment

VILLAGE OF WEST DUNDEE, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\WDUNV\2326396-Randall Rd WTP Sludge Disposal\Contracts\Work\2326396.00_Proposal_RandallRd_WTP_Investigation.docx

Village of West Dundee

TO: Village President and Board of Trustees

FROM: Eric Babcock, Director of Public Works

DATE: May 14, 2024

SUBJECT: 2024 Landscape Agreement with the Carrington Reserve HOA

INTRODUCTION:

The Carrington Reserve Homeowners Association has presented the Village with a proposal to perform landscape maintenance for Village-owned properties within the Carrington Reserve subdivision, which is presented for the Board's consideration.

BACKGROUND:

Following efforts to clearly identify natural area maintenance obligations throughout Carrington Reserve, HOA board members recently met with staff to inquire about the maintenance of parkways that directly abut Village-owned natural areas. The HOA explained that although their landscaping contractor has been maintaining these areas for several years, they believe that the maintenance obligation belongs to the Village, and analysis proved their belief to be accurate.

Since the HOA's contractor has been providing landscaping services for these areas to the satisfaction of Carrington residents for such a long time, staff asked the HOA to break out the Village-owned areas from their contract and provide a cost for continuing the work as it has been done. The HOA did so, which came in the form of the attached proposal, representing continuation of all landscape maintenance services for one year at a total cost of $11,245.

The proposal includes the following services:

- Weekly mowing.
- (1) application of bug control.
- Fall cleanup & raking of leaves.
- (4) applications of fertilizers.
- Spring cleanup, raking & debris removal.

Public Works analyzed the additional obligation area and determined that with just weekly mowing alone, conducting the same work in-house will cost $16,328, broken down as follows:

	Hours	Rate	Total
Full-Time Staff (x1)	8	$37.00	$296.00
Seasonal Staff (x2)	8	$16.00	$256.00
Pickup Truck (x1)	2	$35.00	$70.00
Landscape Trailer (x1)	2	$3.00	$6.00
		Total (Per Week)	$628.00
		Total (Per Year - 26 Weeks)	$16,328.00

With current personnel and equipment, Public Works is able to maintain all public mowing and landscaping obligations on a one-week rotation. In order to conduct the additional Carrington work in-house, the Village will need to purchase up to three (3) additional riding or zero-turn mowers and another landscape trailer to haul them to the site; if the existing rotation is to be upheld and not extended. It is important to note that in most cases, a lengthening of that schedule will cause certain public areas to fall out of compliance with the grass/weed height ordinance.

Also, seasonal staff are only available for approximately 70 to 80% of the total mowing season, meaning that full-time staff will be needed to fill that gap. This will not only significantly increase the $16,328 estimate, but also negatively impact operations as a whole without adding at least one permanent, full-time position.

In this case, the HOA's contractor has the cost advantage because they do not have to uniquely mobilize to the site to conduct this work, and they have been doing it for some time. Added benefits from the Village's perspective is that the HOA will be managing the work and ensuring that it is performed according to their own expectations.

With all factors considered, staff believes that the HOA's proposal represents the optimal arrangement for all parties and recommends approving it for the one-year term.

A copy of the proposal is attached for your review and consideration, along with an exhibit that identifies the areas covered by the Agreement (shown in purple).

FISCAL IMPACT:

The Fiscal Year 2024/25 Budget does not include funding for this proposal, as the situation was not known or contemplated at the time the budget was being formulated. That said, the budget impact of the HOA's proposal will be significantly less than the initial capital investment of equipment and expansion of Public Works staff associated with conducting the work in-house.

RECOMMENDATION:

Therefore, it is respectfully requested and recommended that:

MOTION: Move to approve an Agreement with the Carrington Reserve Homeowner's Association to conduct landscape maintenance for all parkway sections abutting Village-owned natural areas at a cost of $11,245.

Carrington Reserve Homeowners Assoc
McGill Management



May 10, 2024

CR HOA and Village of West Dundee
2024 Landscape Proposal/Agreement

To: Village of West Dundee
Joe Cavallaro/Eric Babcock

Carrington Reserve Homeowners Association (HOA) proposes to provide the following services for the 2024 Landscape season (4.15 through 11.15.2024). Which includes the following:

- The following services will be provided by Yellowstone Landscape as a subcontractor of Carrington Reserve.
- Mowing, Fertilizer, and Chinch Bug applications to all areas outlined Village of West Dundee Maintenace CR Maintenance Obligation Exhibit dated 04.02.24. Shown as "Village Owned Property", maintained by the Village.
    - Weekly mowing
    - 4 Applications of Fertilizers
    - 1 Application of Bug control application.
    - Spring Clean-up, raking-remove debris etc. (Done)
    - Fall Clean-up, raking of leaves and general clean of area
- This agreement is based on Yellowstone contracted with Carrington
- Village of West Dundee contracting with Carrington HOA by June 1st for the amount below, and lump sum payment within 30 days

Total Amount for 2024: $11,245.00

Regards,

Dan Finnegan
President
Carrington Reserve HOA
630.240.4328
finnegand7@gmail.com

McGill Management/Holly Repeta
1314 N. Rand Road
Arlington Heights, IL. 60004

Accepted:

_____ _____

Village of West Dundee date

Carrington Reserve Homeowners Association date

Village Owned Property
Maintained by the Village

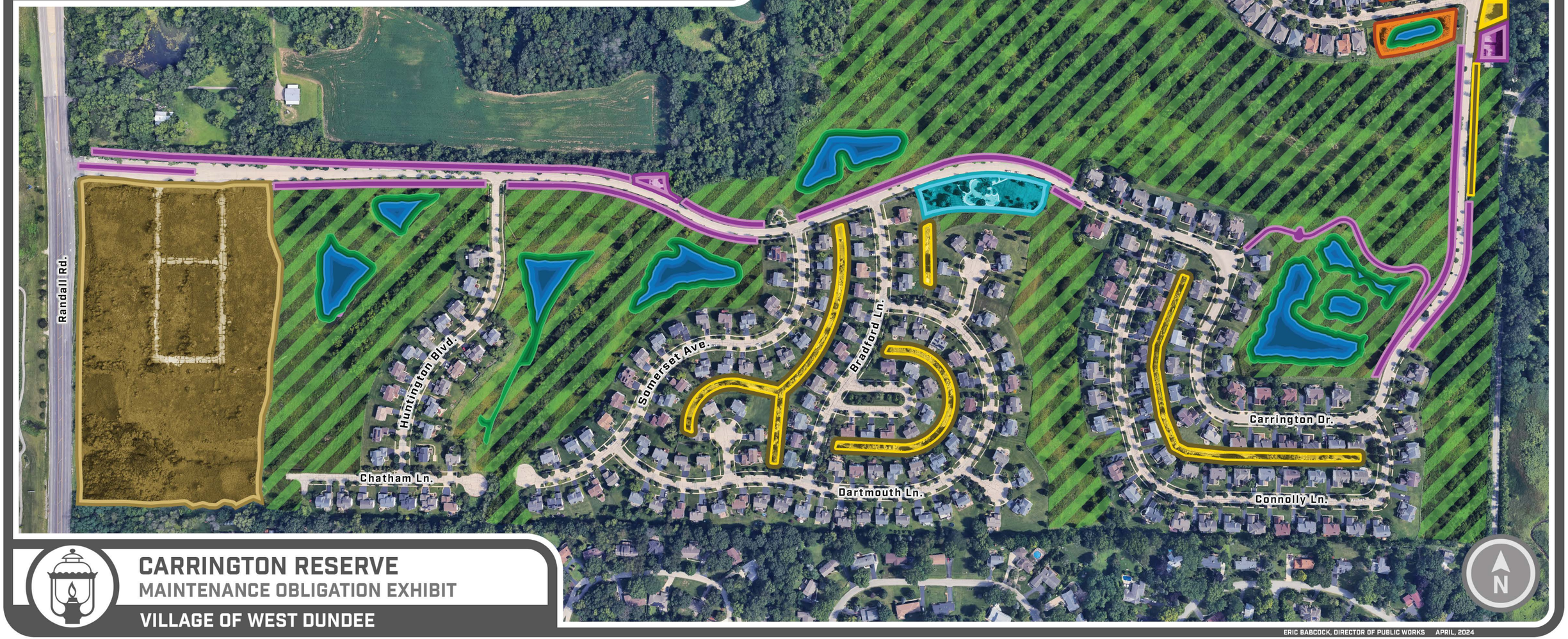
Village Owned Property
Maintained by Dundee Township Park District

Village Owned Natural Area
Maintained by RES

Privately Owned Property
Owned & Maintained by Carrington Crossing, LLC

HOA Owned Natural Area
Annual Prescribed Burning, Spot Herbiciding, Cutting & Hand Pulling of Invasive Species

HOA Owned Property
Mowing, Spot Herbiciding, Cutting & Hand Pulling of Invasive Species



CARRINGTON RESERVE
MAINTENANCE OBLIGATION EXHIBIT
VILLAGE OF WEST DUNDEE

ERIC BABCOCK, DIRECTOR OF PUBLIC WORKS APRIL, 2024

Village of
West Dundee

TO: Village President & Board of Trustees

FROM: Joseph A. Cavallaro, Village Manager

DATE: May 20, 2024

SUBJECT: Camera – Video/Lighting Trailer Pricing

INTRODUCTION:

Pursuant to the Staff's recommendation, and the Village Board's inquiry, attached please find 2 proposals that we received regarding the procurement of trailer-mounted surveillance cameras for Spring Hill Mall.

Based on what we have ascertained, there are only 2 firms in the Chicago area that provide the rental of this equipment.

Both quotes were provided based on a rental duration of 10 months and 4 trailer-mounted cameras that provide surveillance and recording capabilities, lights for visibility, security of the equipment itself, as well as a voice alert regarding motion detection and trespassing warning.

The 2 quotes as received are in the amount of $108,000 and $80,400.

RECOMMENDATION:

Direction from the Village Board on whether the Board agrees with the value of this type of increased surveillance and capability for the Spring Hill Mall property is respectfully requested. If the board agrees that additional capabilities and technologies are warranted, it is recommended that a rental agreement be pursued with WCCTV in the amount of $80,400.

FISCAL IMPACT:

This is not a TIF-eligible expense and therefore would be an expenditure from Fund 5 Community Development.

MOTION: Move to pursue a rental agreement with WCCTV in an amount not to exceed $80,400 for 4 lighting and surveillance cameras for Spring Hill Mall.

If you have any questions, please feel free to contact me.

CC: Department Managers

Village of
West Dundee

TO: Joseph Cavallaro, Village Manager

FROM: Michael Spiro, Fire Chief

DATE: May 13, 2024

SUBJECT: Camera Trailer Pricing

Per our discussion regarding the procurement of trailer-mounted surveillance cameras for Spring Hill Mall, I have summarized two price quotes for your consideration. These cameras are intended to provide the premises with surveillance, recording, lighting, and security features.

LVT Quote:

- Rental Duration: 10 months
- Quantity: 4 trailer-mounted cameras
- Features:
    - Surveillance and recording capabilities
    - Integrated lights for enhanced visibility
    - Security functionalities
    - Voice alert system

Total Cost: $108,000

WCCTV Quote:**

- Rental Duration: 10 months
- Quantity: 4 trailer-mounted cameras
- Features:
    - Surveillance and recording functionalities
    - Built-in lighting solutions
    - Advanced security features
    - Voice alert technology

Total Cost: $80,400

Both companies offer trailer-mounted cameras with surveillance, recording, lighting, and security features, including voice alert systems. These cameras are available for a 10-month rental period, and we would require four units total for comprehensive coverage of Spring Hill Mall.

Please review the provided quotes and if you require further clarification on any details, I am here to assist you.

Subject: Re: LVT mobile surveillance technology - recap & pricing overview
Date: Wednesday, May 8, 2024 at 3:19:50 PM Central Daylight Time
From: Matt Terry
To: Michael Spiro

[External]

Michael, let me know if the other vendors come in lower than LVT on their pricing and I'll check to see if we can match or beat it.

Thanks,
Matt

On Wed, May 8, 2024 at 2:17PM Matt Terry <matt.terry@lvt.com> wrote:

> Hi Michael,
>
> Pleasure meeting you today on our call - thanks for your time and interest in LVT. We're excited about a potential partnership with West Dundee.
>
> In follow up, I've attached several resources for your reference that may be helpful as you evaluate LVT internally - see the attached documents.
>
> Here's a quick pricing summary for our D3 mobile surveillance unit on the full PaaS subscription.
>
> **LVT Subscription Plan**
> **D3 Mobile Security Unit - Solar w/ Smart Backup Generator (12-Month Subscription)**
> - Four D3 mobile solar w/ generator trailers: $2,700/month per trailer (w/ GOV discount pricing - standard price $3,995/month) = $2700 x 4 trailers = $10,800 per month
> * *The monthly subscription includes the hardware/cameras, software/VMS for unlimited users, cellular service & data (up to 15 GB per month) and covers service, maintenance & repairs.*
> ** *Subscription includes two free methanol fuel cell refuels per year for the backup generator (fuel cells exchanged approximately every 6 months). Additional refueling events during the 12-month period are subject to a refuel fee of $1250.*
>
> Additional resources from the LVT website:
>
> - What Makes LVT different? LVT Differentiators
> - Prevent Violent Incidents in Parking Lots: VIDEO - 18 Seconds

- Prevent Catalytic Converter Theft: VIDEO - 39 Seconds
- Deter Theft/Crime: VIDEO - 33 Second

Also exciting to share - LVT is the official jersey partner for the Utah Jazz. https://www.lvt.com/jazz

I'll reach out next week to check in and make sure that you have what you need. In the meantime, don't hesitate to reach out with any questions.

Best regards,
Matt

--

MATT TERRY, *Enterprise Account Executive*
Phn: 801.870.5253
Eml: matt.terry@lvt.com
Web: www.LVT.com

MADE IN THE USA Contract Holder OFFICIAL PARTNER

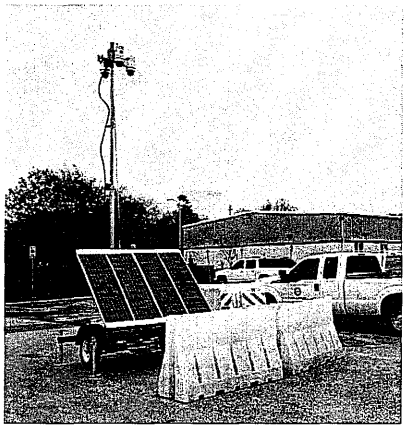
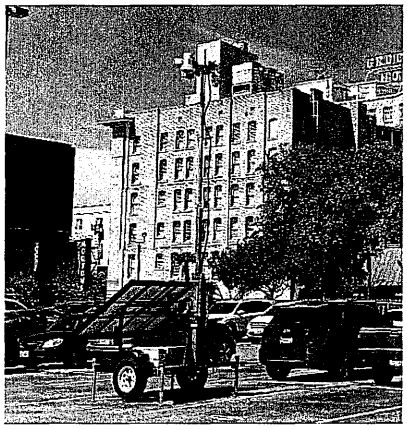
wcctv
WIRELESS CCTV

WIRELESS CCTV

Proposal for:

Village of West Dundee (IL)

Private and Confidential


Prepared for: Mike Spiro

Date: May 09, 2024

Prepared by: Demond Crawley

851 International Parkway
Suite 140
Richardson, TX 75081

Cell: (469) 967-0517

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1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a Central Command, or on the move from a laptop, iPhone, iPad, or Android device.

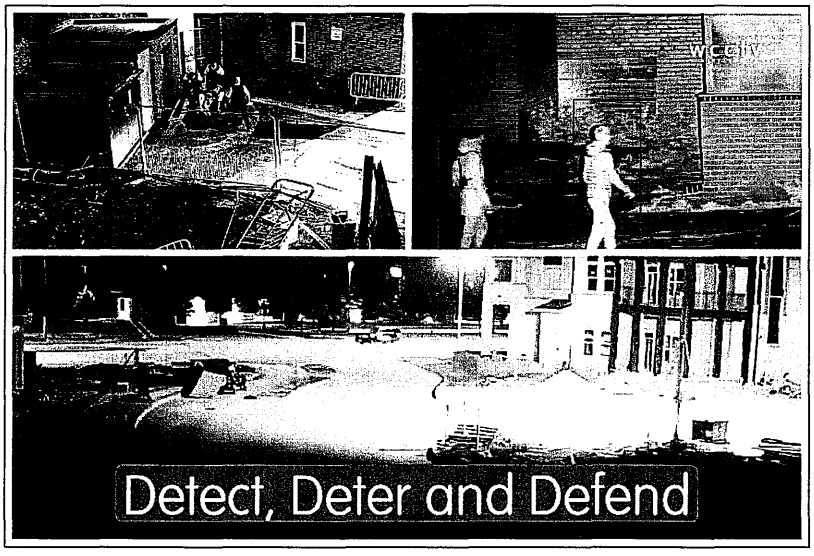
Why WCCTV?

Benefits of working with WCCTV include:

- 20 years' experience in mobile video surveillance
- Products Designed for Job Site Security
- Full Turnkey Service
- Detect – Identify – Deter
- Project Management Feature
- Time Lapse Video Feature

All WCCTV units have the following standard features

- Verizon 4G Certified
- 4G LTE Capable
- Wi-Fi Capable
- Environmentally tested
- 110v or 12v Power Options (Shore Power or Solar)
- Edge Recording (up to 4Tbyte)
- Video Analytics*
- Heartbeat Diagnostics*
- Out of Hours Monitoring Service
- Daytime Video review for Project Management

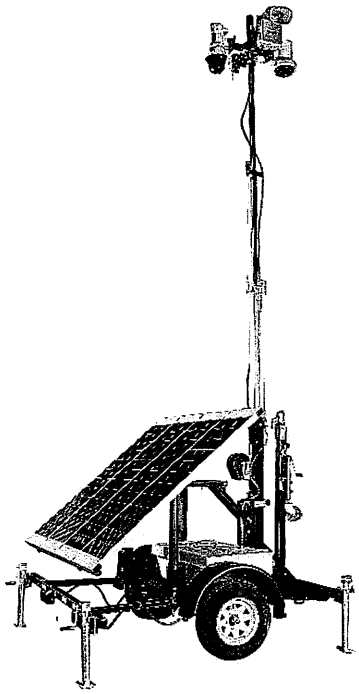


2. Solutions and Systems Overview

WCCTV Surveillance Trailer Range:

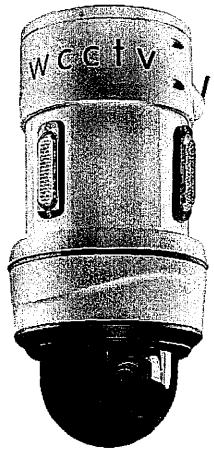
Wireless CCTV has a Range of Surveillance Trailers purpose-built to complement the Mini Dome camera Range in scenarios where neither pole nor shore power are viable options.

Surveillance Trailer
Cameras
WCCTV IR MINI DOME
Recording
4 TBYTE HDD
Detection
Video Analytics
Blue Light Siren
Communication
4G LTE
LAN Wi-Fi
Smart Switch
Power
750-watt Solar / 800 AmpH
Infrastructure Required
Level Ground (7' x 7')
Services
Remote Monitoring
4G LTE Data-plans 50GB & 300GB
Heartbeat Diagnostics



The Following Options are available

Options
Additional Cameras (up to 3)
Secondary PTZ IR
Fixed IR
TL Camera
Thermal Camera
Services
Time Lapse Set Up
Monthly Time Lapse
One-Off Time Lapse Production



3. Price

Solution	Fixed Cost	Rental Term	Unit Rate per Month	Qty	Total Monthly Rate	Total Fixed Costs
Solar Trailer - 1 PTZ/1 Multisensor		10 months	$1,810.00	4	$7,240.00	
Delivery per unit	$1,000.00			4		$4,000.00
Collection per unit	$1,000.00			4		$4,000.00

4. Headline SLAs (where applicable)

In the event of a conflict the following provisions will apply to the supply of the suggested solution in place of those specified in the conditions of business:

Site Installation

WCCTV Installation
Installation of the equipment will not take place until you have confirmed that all necessary and stated measures are in place on site such as site access and power. If we arrive on-site and the above measures are not met, we will still charge full installation costs. If the installation is canceled within 24 hours of the installation date, WCCTV will charge $650.00 and propose alternative installation dates.

Work to be provided by Client:

- Access to the site is to be provided on the day of installation. Confirmation of which to be provided before the site visit.
- Recharge of solar unit within 48 Hours of a low voltage alert from WCCTV support
- Any other specific items as stated in this section and agreed during site walk.

Post Installation
Following installation, the customer accepts the testing phase and cycle for working order of the camera systems and monitoring alerts. These testing cycles are primarily finalized within 48 working hours of installation.
Please note – the following activities may impact this testing phase and delay the full commissioning of the camera unit.

- Staff on Site post working hours (established in the site security document).
- Excessive environmental alerts (passing cars, flags, shadows, unsecured items)
- Please also note – excessive alerts being received after commissioning can result in a discontinuation of alerts and alarms until the cause of the excessive alerts has been rectified.
- Any movement of the cameras or solar trailer will also result in a new testing cycle and will delay alerts and alarms for the 48-hour commissioning period.

Decommissioning
Client to issue decommissioning request with 15 days' notice period.

Heartbeat Diagnostics
WCCTV owns and operates an internal proactive IT and service reporting system called Heartbeat that constantly communicates with all WCCTV systems currently deployed back to our technical team.

It is a comprehensive health, status and operation checking application that automatically detects any issues with your system - allowing for swift corrective action to be taken. It detects the following:

- **Connection Issues:** We will report if the connection to your WCCTV system fails, or the system goes offline.
- **Camera Failures**: We can detect if a camera has developed a fault.
- **Hard Disk Failures**: We can detect any hard disk failures or if the system stops recording.
- **Time & Date Inaccuracy**: Reports when the time is incorrect or tampered with.

Service and Maintenance

WCCTV Service and Maintenance
WCCTV is responsible for onsite service and maintenance of equipment.

- **Critical Failure:** site visit within 24 hours of fault diagnosis [Monday-Friday 8 am-6 pm]
    - WCCTV will notify the client of potential weekend system downtime for the client to:
        a) Arrange an out-of-hours service visit with WCCTV at $350.00
        b) Provide alternative security coverage
- **Non-Critical Failure:** site visit within 5 working days of fault diagnosis [Monday-Friday 8 am-6 pm]
- **Preventative Maintenance** - WCCTV includes preventative service and maintenance visits with every managed service deployment.

- **Call out/Re-Deployment -** Any call out will be charged at $350 - *only applicable if the issue is deemed to be client-related. i.e. Power failure, damage, etc., or a need to relocate the camera system.*

Warranty - included in any purchase of WCCTV devices with an active service plan. A warranty is also included for the duration of any rental period. Excludes 3rd party damage and general wear and tear on cables, camera covers, and antennae.

Solar Recharge

WCCTV systems are powered autonomously via batteries and solar typically have 5-15 days of battery autonomy if persistent bad weather affects the solar recharge.

During winter months the system may enter low voltage at which point WCCTV will receive a low voltage alert (LVA) – At this point, the device will require a 24-hour recharge.

WCCTV Recharge
WCCTV will Visit the site and recharge the system as part of the original service plan.

Alert Notifications

WCCTV partners with Dallas-based, Promontory Insight (PMI). PMI will assist with the following activities and alerts:

- Verify all incoming alarms.
- Based on a suspicious or verified alarm WCCTV will always issue an audio warning to any intruder during the specified monitoring hours.
- All verified intrusions will be immediately reported to Law enforcement and nominated key holders/ or static or mobile guard to attend the site immediately if suspicious activity continues.
- WCCTV monitoring will continue to manage the alarm until a site resolution has been reached either by instruction from the authorized Key Holder/ or Police.
- We can also arrange for an email and still image and footage to be sent on every alarm trigger (if required).

Technical Support
WCCTV tech support performs several roles. We have 8500 active SIM

- Performance issues of the sim/network
- Bandwidth restrictions over the network
- Scheduled maintenance on the 3G/4G cell site
- Position of cell site in relation to the site

Technical support is FOC for the life of the equipment during the rental contract. The tech support team is contactable from 8 am – 6 pm ECT on 877 805 9475 (option 2) or service@wcctv.com.

Customer Viewing Credentials
On completion of installation, WCCTV will create a username and password for the end user to have live video access to the cameras during site operation hours. WCCTV will provide Written Guides and Video Tutorials as well as dedicated remote training sessions.

Footage Retrieval service
For Incidents that take place during site operational hours, WCCTV will provide a footage retrieval service
To qualify, a footage retrieval request must:

- Come from a WCCTV End User or WCCTV VAR
- Must have an active WCCTV Service Package or
- Be within a Managed Service Rental Agreement

The incident requested must:
- Have taken place within the field of view of the camera
- Have taken place within the last 10 days
- Must be within a 24-hour time frame
- Must have a completed Footage Retrieval Form

If the above criteria are met, WCCTV will endeavor to find the highlighted incident and upload it to a shared folder for the client's review.

SLA's:
- WCCTV will provide best endeavors to retrieve the incident within 48 working office hours of the completed request
- WCCTV will allocate 1 hour to reviewing footage – additional time can be purchased upon request via video upload
- WCCTV will upload maximum 1 hour of footage for review – additional hours can be purchased at $20.00 per hour
- Once uploaded the shared file will be held for 5 days before being deleted (this does not affect the item within the parameters of your edge storage)
- Download of footage may result in increased data usage resulting in overage charges for overuse of monthly data allocation.

Time Lapse Video
Time Lapse Video can be applied to ANY WCCTV Device at the beginning or during a project. WCCTV will provide a range of Time-lapse video productions based on the client's needs.

Data Package
Each WCCTV device has a monthly data plan of 20GB per month (approx. 30 hrs of live connectivity). This is more than adequate for the following use cases:

- Remote video security via triggered alerts
- Client led Project management daytime viewing (average 30 mins per day)
- Time Lapse Video retrieval from 1 camera

In rare cases additional data is used – WCCTV charges $30 for every 5GB over the 50GB per month.

300GB upgrade plans are available on request.

WCCTV will also provide daily and weekly data usage updates for any devices that show higher than normal use.

5. WCCTV Heartbeat - Proactive Diagnostics

What does WCCTV Heartbeat detect?

Connection Issues: We will report if the connection to your WCCTV system fails, or the system goes offline

Camera Failures: We can detect if a camera has developed a fault or has been tampered with.

Hard Disk Failures: We can detect any hard disk failures or if the system stops recording.

Recording Issues: Reports if the system records for less time than expected.

Time & Date Inaccuracy: Reports when the time is incorrect or tampered with

6. Acceptance Form

Wireless CCTV Acceptance Form

To: Wireless CCTV LLC, 851 International Parkway Suite 140, Richardson, TX 75081

The Customer:_____

Agrees and accepts the terms of the Proposal from Wireless CCTV LLC and dated 05-09-2024

_____ _____

Signature *(Customer Representative)* Position

_____ _____

Print *(Customer Representative)* Date

Conditions of Business

Part 1: General

1 Interpretation

1.1 In these Conditions of Business the following terms have the following meanings unless the context otherwise requires:

'Contract'	the contract between you and us for provision of goods and/or services in accordance with the Proposal and incorporating the parts of these Conditions applicable to or identified in the Proposal;
'Customer', 'you' and **'your'**	the person, firm, company or organization to whom the Proposal is addressed;
'Equipment'	the Standard Packages and the Ancillary Items specified in the Proposal which are provided to or rented or purchased by you;
'Insolvency Event'	each and any of the following in relation to a party to the Contract: (a) any action (corporate or otherwise), legal proceedings or other procedure is taken by any person in any jurisdiction in relation to or with a view to (i) the winding up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party or otherwise seeks protection under the Bankruptcy Code or similar statute; (ii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrator, nominee, supervisor or similar administrative functionary in respect of a party or any of its assets and that procedure is not terminated or discharged within 30 days; (iii) the enforcement of any security interest in any material assets of a party and that procedure is not terminated or discharged within 30 days; or (iv) the attachment, sequestration or execution over or affecting any material assets of a party and that procedure is not terminated or discharged within 30 days, (b) the party is unable to pay its debts as they fall due or is insolvent, or (c) the party becomes insolvent, make any assignment for the benefit of creditors, goes into liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise;
'Normal working hours'	between 9.00 a.m. and 5.00 p.m. each day except for Saturdays, Sundays and public holidays;
'Proposal'	a proposal given by us and accepted by you for supply of the suggested solution identified in the Proposal; and
'WCCTV', **'we'**, **'us'** and **'our'**	Wireless CCTV LLC, located at 866 Presidential Drive, Ste 406, Richardson, TX, 75081

1.2 References to 'writing' or 'written' include references to any communication effected by post, facsimile or e-mail.

1.3 If there is a conflict between any of the terms contained in the Proposal and these Conditions of Business the terms in the Proposal shall prevail.

1.4 Headings in the Contract are for convenience only and shall not affect its interpretation.

2 Conditions

2.1 Subject to any variation made in accordance with Condition 2.3 the terms contained in a Contract are the only terms upon which we are prepared to provide goods or services to you to the exclusion of any purchase order or any other pre-printed forms or instructions issued by you to us.

2.2 Proposals are valid for 30 days only.

2.3 No variation to the Contract shall be effective unless such changes are agreed in writing and signed by one of our directors. OUR AGREEMENT HEREUNDER IS LIMITED TO THE EXPRESS TERMS OF THIS CONTRACT (these Terms and any Proposal accepted by you, as modified) AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY YOU OR ANY ATTEMPT BY YOU TO VARY THE TERMS OF THIS CONTRACT OR ANY PROPOSAL HEREUNDER.

2.4

3 Termination

3.1 Without prejudice to any rights we may have for damages or compensation or other materials, we may by written notice terminate the Contract if you:
(a) fail to make any payment on the due date;
(b) are in material breach of the Contract and such breach is incapable of remedy;
(c) are in material breach of the Contract and you fail to remedy such breach within thirty days after written notice from us specifying the breach and requiring it to be remedied; or
(d) are subject to or suffer an Insolvency Event.

3.2 You may by written notice terminate the Contract if we:
(a) are in material breach of the Contract and such breach is incapable of remedy; or
(b) are in material breach of the Contract and we fail to remedy such breach within thirty days after written notice from you specifying the breach and requiring it to be remedied; or
(c) are subject to or suffer an Insolvency Event.

Village of
West Dundee

TO: Village President & Board of Trustees

FROM: Joseph A. Cavallaro, Village Manager

DATE: May 20, 2024

SUBJECT: Professional Services Agreement – Demolition of Spring Hill Mall

---

BACKGROUND:

Please be advised that based on the purchase of Spring Hill Mall, and the Village's planned redevelopment efforts. The Village's next step is to pursue the demolition of all the structures inside Ring Road except for Cinemark, which the Village currently owns, and Kohl's, which is owned by Kohl's Corporation.

The Village staff has solicited 3 professional services agreements and proposals to complete the bid specifications in order to secure bids to complete the demolition work. Below is the scope of service and the major areas that have been defined and requested to be in the proposals:

1) Project management, planning, and coordination with Village staff
2) On-site property and building inspections.
3) Asbestos, hazardous substances, universal waste building surveys, inventories, and lab confirmation analysis.
4) Asbestos/hazardous substance survey reports, mapping, and qualifications.
5) Asbestos and hazardous material specification and removal oversight.
6) Utility reconnaissance, location, and abandonment planning, including the use of GPR private and public utility locations.
7) Demolition planning, sequencing, material re-uses, and property protection plans.
8) Preparation of Demolition and Abatement Contractor Bid Documents
9) Bid walk, bid clarifications, bid analysis, award recommendations.
10) Project Management/Administration

All the engineering firms were provided with the same basic scope of services and the necessary documentation to complete the design and bidding services through the formal bidding process. None of the proposals include engineering services during construction, or construction oversight, which will need to be negotiated separately for on-site engineering during the actual demolition process (HR Green's included a proposal for such).

The nuance of the demolition proposal is that it is planned to include the selective demolition of the mall property, excluding both Cinemark and Kohl's. It is to be understood that through the engineering design process, additional work and costs will be incurred to engineer facade requirements and to maintain or create the freestanding structures of Cinemark and Kohl's in terms of their connected elevations.

The demolition will require a set of structural and architectural plans and details to ensure a 4th exterior is provided for both Kohl's and Cinemark if needed. This will be an additional expense to the contract and supplemental contract addition.

We solicited a proposal from Baxter & Woodman, who completes most of the Village engineering work, but we also sought a set of proposals from 2 other engineering companies that demolition contractors recommended during the budgeting discussion to ascertain firms who have had experience in this area.

We solicited and received 2 other proposals, one from Deigan & Associates, out of Lake Bluff, and the other from HR Green, out of McHenry.

The proposals include Baxter & Woodman in the amount of $306,000, HR Green in the amount of $165,290, and Deigan & Associates in the amount of $158,211.

FISCAL IMPACT:

This professional services agreement is a TIF-eligible expense and would be included in the Spring Hill Mall TIF Fund H.

RECOMMENDATION:

With the disparity in the professional service proposals, staff spoke to all 3 firms directly. We believe that the professional services proposal as outlined by HR Green is comprehensive in nature and covers the required tasks. They have a full understanding of what is being asked of them in terms of the creation of the required bid specifications, and they have a clear understanding that additional work above and beyond the standard demolition may be required as it relates to Kohl's and Cinemark.

In addition, based on the demolition contractor's suggestion and recommendation of their firm, along with their multiple experiences in this specific area, the staff is comfortable recommending a professional services agreement be entered into between the Village of West Dundee and HR Green to prepare bid specifications for the demolition of Spring Hill Mall, except for Cinemark and Kohl's.

MOTION: Authorization to enter into a professional services agreement between the Village of West Dundee and HR Green in an amount not to exceed $165,290 is respectfully requested and recommended.

CC: West Dundee Department Managers
John O'Sullivan, Village of Carpentersville

the deigan group
environmental managers/consultants

28835 N Herky Dr. Unit 120
Lake Bluff, Illinois 60044
Phone 847.578.5000
www.deiganassociates.com

January 24, 2024 Amended May 16, 2024

Professional Services Work Agreement

Mr. Joseph A. Cavallaro
Village Manager
Village of West Dundee

sent via email to: JCavallaro@WDundee.org

RE: Work Agreement for Pre-demolition Planning and Bidding Services
Spring Hill Mall Properties

Dear Mr. Cavallaro:

The **deigan group** is providing this Work Agreement to conduct pre-demolition consulting and related work to define a biddable, accurate scope of contractor work for the abatement, demolition and site preparation work at the above-referenced property being assembled by the Village of West Dundee for redevelopment. We have amended our January 24, 2024 Work Agreement to reflect unanticipated delays in the start of the project, the presence of occupied retail buildings connected to the demolition site, clarifications on work scope, and observations from an updated site visit on May 16, 2024.

Anticipated Scope of Work

We manage our projects effectively to the Village's completion goals and objectives. The objective of this assignment is to achieve a pad-ready site from having accurate, competitive bid documents for an economic demolition and abatement contractor procurement. We anticipate the following sequence of tasks to achieve this objective for West Dundee:

1. Project management, planning, and coordination with Village staff.
2. On-site property and building inspections.
3. Asbestos, hazardous substances, universal waste building surveys, inventories, lab confirmation analysis.
4. Asbestos/hazardous substance survey reports, mapping, quantification.
5. Utility reconnaissance, location, abandonment planning, including use of GPR private and public utility locates. Transformer inventory and electrical plan to

preserve uninterrupted service to existing buildings not slated for demolition and required parking lot lighting for remaining retail units (Kohls & Cinemark).

6. Demolition planning, sequencing, material re-uses, property protection plans including protection of existing retail buildings with connecting walls, and contractor performance standards.
7. Preparation of Demolition and Abatement Contractor Bid Documents.
8. Bid walk, bid clarifications, bid analysis, award recommendations.
9. Project Management/Administration through bid phase. Resident engineering and inspection is not included at this time, but can be provided after Contractor schedule is defined.

Schedule

We will start immediately upon approval of this Work Agreement and estimate that work will be completed within approximately 90 days following Village Notice to Proceed. The schedule goal would be to achieve contractor procurements and begin work during the Fall/Winter 2024-2025 construction season. Much of this type of contractor abatement and demolition work can proceed into winter work season of 2024/2025. We will work closely to achieve the Village's schedule goals.

Commercial Terms & Budget Estimates

We will conduct this work for a not to exceed fee of **$158,211.00**.

Task Description	**Not to Exceed Budgetary Estimate**
Task 1 - Project management, planning, meetings, and coordination with Village staff.	$15,200.00
Task 2 - On-site property and building inspections.	$5,490.00
Task 3 - Asbestos, hazardous substances, universal waste building surveys, inventories, lab confirmation analysis.	$23,850.00
Task 4 - Asbestos/hazardous substance survey reports, mapping, quantification.	$7,385.00
Task 5a - Utility reconnaissance, location, abandonment planning, including use of GPR private and public utility locates.	$9,410.00
Task 5b-Subcontract Electrical Engineer to assess power loop services.	$10,000
Task 6 - Demolition planning, sequencing, material re-uses, property protection plans, existing building temporary exterior connecting wall protection.	$15,070.00
Task 6b-Subcontract A/E for Architectural Plans/Specs for post-demolition connecting walls, ingress/egress, façade restorations, ADA/fire code compliance as needed. Potential separate restoration contract excluded from demolition contractor scope.	$30,000
Task 7 - Preparation of Demolition and Abatement Contractor Bid Documents.	$20,480.00
Task 8 - Bid walk, bid clarifications, bid analysis, award recommendations.	$4,470.00
Task 9 – Overall Project Management/Administration.	$16,856.00
Total Not to Exceed Fee	**$158,211.00**

Our work described above will be performed at the following hourly rates.

Personnel	2024 Hourly Rates
G. Deigan, Principal	$165.00
B. Brown, P.E., Engineer	$160.00
M. Brady, Director	$105.00
B. Peter, Project Manager	$115.00
C. Brown, Env Specialist	$115.00
J. Kunde, Asbestos Specialist	$120.00
K. Arnold, Asbestos Specialist	$120.00
D. Eberlein, Finance Mgr.	$101.00
Support Personnel (CADD, Clerks, Techs)	$65.00

Terms & Conditions

Deigan & Associates, LLC proposes to conduct our environmental contracting work based on hourly rates for professionals and support staff. Direct external expenses incurred in conducting the work will be invoiced at cost plus 10%. Our hourly rates for principal staff are presented above. Additional support staff and other technical consultants may be added as needed or as technical issues arise, with hourly rates commensurate with their experience and professional level. We will invoice monthly with net 30-day payment terms. We will begin work with a signature approval below and Village Board approval. General terms & Conditions with our insurance coverages listed are attached.

Sincerely,

The deigan group

Gary J. Deigan

Principal

Work Agreement Dated January 24, 2024, Amended May 16, 2024 Authorization to Proceed and Acknowledgement of Fees/Budgetary Estimates and Enclosed Terms & Conditions:

_____

Signature Authorized Representative

Date: _____

Enclosure: General Terms & Conditions

GENERAL TERMS AND CONDITIONS

1. **Parties**. References herein to **the deigan group** doing business as **Deigan & Associates, LLC** with whom **Village of West Dundee** (CLIENT) has entered into an Agreement to which these Terms and Conditions are incorporated.

2. **Work/Contract Documents/Order of Precedence.** The term "Work" includes labor, materials and equipment used to perform the services described in the Contract Documents.

   The Contract Documents consist of the Agreement, Addenda, General Terms and Conditions, Change Orders to the Agreement, Specifications, and Drawings. In the event of any ambiguity and/or inconsistency between or among the various Contract Documents, the following descending order of precedence shall apply:

   a. Change Orders to this Agreement.
   b. Terms and Conditions.
   c. Agreement and Addenda.

3. **CLIENT's Responsibility**

   CLIENT shall grant or cause to be granted to Deigan & Associates, LLC access to all sites as necessary for the performance of the Services under this Agreement.

   CLIENT shall furnish or cause to be furnished to Deigan & Associates, LLC all documents and information known to CLIENT that relate to the scope of work. Deigan & Associates, LLC shall be entitled to rely on such information.

   Unless otherwise required by law or set forth in the Agreement, CLIENT shall be responsible for accurately locating, horizontally and vertically, and prominently marking any buried or concealed pipes, tanks, cables, utilities, or other manmade obstructions ("Underground Facilities") that may affect or be affected by Deigan & Associates, LLC scope of services. Deigan & Associates, LLC shall be entitled to rely on such information.

   Unless otherwise required by law or set forth in the Agreement, CLIENT shall report to the appropriate federal, state, or local public agencies, as required, any conditions at the site that may present a potential danger to public healthy, safety, or the environment.

   Unless otherwise agreed herein, CLIENT shall secure all necessary approvals, permits, licenses, easements, and consents necessary to the performance of the services hereunder.

4. **Deigan & Associates, LLC Responsibility**

   Deigan & Associates, LLC will advise CLIENT of the status of the Project, and will make reasonable efforts to coordinate its activities with other activities of CLIENT at the Project site. Deigan & Associates, LLC shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

   Deigan & Associates, LLC and CLIENT intend that Deigan & Associates, LLC will complete the Services set forth in the Agreement. If any of the Services are eliminated, or if Deigan & Associates, LLC is not retained to perform subsequent phases, Deigan & Associates, LLC responsibility under this Agreement shall extend only to the Services that it completes.

   Under no circumstances will Deigan & Associates, LLC assume ownership of, or legal liability for, CLIENT's waste under CERCLA or other laws pertaining to hazardous materials and wastes or assume the status of

generator, storer, treater or disposal facility for CLIENT's waste under RCRA or any state law governing the treatment, storage, or disposal of waste. The parties further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances, which may be undertaken as part of the services performed by Deigan & Associates, LLC, including subsurface sampling, entails uncertainty and risk of injury or damage that cannot be avoided even with compliance of generally accepted industry practices.

5. **Standard of Care.** Deigan & Associates, LLC shall perform its services to CLIENT in accordance with generally accepted standards as applied to similar projects performed under similar conditions prevailing in the community at the time such services are rendered.

   Deigan & Associates, LLC makes no representation, warranty or guarantees, express or implied, including without limitation the implied at law warranties of merchantability and fitness for a particular purpose, as to the work to be provided under this Agreement, except as provided in the preceding paragraph.

6. **Compensation.** As the work progresses in accordance with the Agreement, CLIENT hereby agrees to make payment to Deigan & Associates, LLC therefore, based upon the accepted proposal and made a part hereof. Invoices will be submitted monthly. Invoices will be submitted on Deigan & Associates, LLC standard invoice format which will detail: quantities and unit rates for unit price work; percent complete for lump sum line items, and; labor hours worked and total expenses for time and materials work. If actual invoice documentation (e.g. time sheets and expenses receipts) is requested by CLIENT, the labor and expenses associated with gathering, sorting, mailing and copying supporting documentation will be billed to CLIENT on subsequent invoice(s).

   Should CLIENT dispute all or any portion of Deigan & Associates, LLC invoice, CLIENT shall notify Deigan & Associates, LLC of the disputed amount and reasons for the dispute within fifteen (15) days of receipt of the invoice. In any event, CLIENT shall pay Deigan & Associates, LLC all undisputed portions of the invoice within the payment terms of the Agreement or not greater than thirty (30) days past the date of the invoice. Unpaid balances shall be subject to an additional charge at the rate of one and one-half percent (1-1/2%) per month from the date of invoice. In addition, Deigan & Associates, LLC may, after giving seven (7) days written notice to CLIENT, suspend services without liability until CLIENT has paid in full all amounts due Deigan & Associates, LLC on account of services rendered and expenses incurred, including interest on past-due invoices.

7. **Insurance.** Deigan & Associates, LLC agrees to maintain at its own expense, Automobile Liability, Comprehensive General Liability, Contractor's Pollution Liability and Professional Liability insurances as follows:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			G71561963 002	9/12/2022	9/12/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Contractual Included						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Pollution Liab	$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			5250555200	9/12/2022	9/12/2023	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE			G71561987 002	9/12/2022	9/12/2023	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		W2CH352905	10/1/2022	10/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab			G71561963 002	9/12/2022	9/12/2023	Occurrence/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of insurance

Deigan & Associates, LLC will, upon request, furnish appropriate insurance certificates to CLIENT. Insurer will provide not less than thirty (30) days written notice to CLIENT prior to any material modification or cancellation of the above insurance policies.

8. Indemnification Provisions

Except as provided in Article 8 below, Deigan & Associates, LLC shall indemnify CLIENT against all claims and suits by third parties for loss of or damage to property, or for personal injury to persons, including death, and from all judgments recovered therefore, to the extent arising out of the negligent acts or negligent omissions of Deigan & Associates, LLC in connection with Deigan & Associates, LLC performance of work under this Agreement.

CLIENT agrees that Deigan & Associates, LLC has not contributed to the presence of hazardous wastes or other hazardous substances that may exist or be discovered in future at the site, and that Deigan & Associates, LLC does not assume any liability for the known or unknown presence of such materials. Therefore, Deigan & Associates, LLC indemnification of CLIENT shall not include loss or damage arising out of or relating to hazardous waste handling, transportation, treatment, storage, disposal, or cleanup or other Environmental Liability. Environmental Liability includes, but is not limited to specification of a product, material or process containing hazardous substances; failure to detect the existence or proportion of hazardous substances in a product, material or process; the abatement, replacement or removal of a product, material or process containing hazardous substances; and also includes activities resulting in the actual, alleged or threatened discharge, dispersal, release or escape of pollutants ("pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, nuclear material waste and waste materials to be recycled, reconditioned or reclaimed) and also any material that is toxic, carcinogenic, mutagenic, biologically infectious, explosive, flammable or characterized as hazardous under applicable federal, state or local law.

When and to the extent Deigan & Associates, LLC arranges on behalf of CLIENT for the handling, transportation, treatment, storage or disposal of hazardous substances or wastes, CLIENT shall release, indemnify, hold harmless and defend Deigan & Associates, LLC from any and all claims, demands, judgments or other liability associated with such activity. Any manifests or forms in connection with such activity shall be executed by or in the name of CLIENT. The Parties do not intend that Deigan & Associates, LLC shall be a generator of such hazardous substances or wastes as a result of the performance of the Work hereunder

CLIENT hereby indemnifies and holds harmless (including reasonable attorney's fees) Deigan & Associates, LLC and any employee or agent against all liability to third parties (other than liability solely the fault of Deigan & Associates, LLC or any employee or agent thereof) arising from or in connection with the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the Services hereunder. CLIENT's obligation to indemnify Deigan & Associates, LLC or any employee or agent thereof will survive the expiration or termination of this Agreement by either party for any reason. Deigan & Associates, LLC shall promptly notify CLIENT of any third party claim and CLIENT may, at its option, conduct the defense of any such third party action arising as described herein and Deigan & Associates, LLC shall cooperate with such defense.

9. **Limitation of Liability.** Notwithstanding any other provision of these General Terms and Conditions, and unless a higher limit of liability is expressly provided elsewhere in this Agreement in a provision making specific reference to this Article 9, Deigan & Associates, LLC total liability to CLIENT for any loss or damages from claims arising out of or in connection with this Agreement from any cause including Deigan & Associates, LLC strict liability, breach of contract or professional negligence, errors and omissions shall not exceed the payable proceeds of Deigan & Associates, LLC liability insurance provided in Article 7 hereof and in effect at the time of the work. CLIENT hereby releases Deigan & Associates, LLC from any liability exceeding such amount. In no event shall either Party be liable to the other for special, indirect, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the Work.

10. **Litigation Support and Services.** CLIENT and Deigan & Associates, LLC agree that environmental projects may involve some form of legal process or proceedings during or after performance of the project. Such legal process or proceedings normally include production of records, forms of discovery e.g., depositions, interrogatories, etc., filings and court testimony. CLIENT agrees that if Deigan & Associates, LLC participates in such legal process or proceedings to which Deigan & Associates, LLC is not a Party, CLIENT shall reimburse Deigan & Associates, LLC for such participation. Deigan & Associates, LLC shall be reimbursed for labor, reproduction costs, travel expenses, legal fees and such other expenses as are reasonable and necessary in connection with the legal process or proceedings. Prior to any participation, Deigan & Associates, LLC shall notify CLIENT and advise CLIENT of the estimated cost.

    Regarding litigation in which CLIENT is named as a Party litigant, or if not named as a Party, litigation in which CLIENT has an interest, CLIENT may seek the services of Deigan & Associates, LLC in providing testimony as a consultant or as an expert regarding its services in the matter to which its services relate or other related matters. Deigan & Associates, LLC agrees to provide such services. The fee or billing rate for such services will be established at the time such services are requested.

11. **No Third Party Beneficiary.** Deigan & Associates, LLC and CLIENT agree that the scope of services performed is for the sole and exclusive benefit of CLIENT. This Agreement does not create any right or benefit in anyone other than CLIENT and Deigan & Associates, LLC. Client understands that his buyer or buyers lender may elect to perform their own Phase I or Phase II Environmental Assessment, irrespective of the findings and conclusions of Deigan & Associates, LLC report. Deigan & Associates, LLC assumes no responsibility for costs or disputes related to other assessments conducted on the property.

12. **Governing Law.** The interpretation and enforcement of this Agreement is to be governed by and construed in accordance with the laws of the state in which the work is being performed.

13. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the Parties and supersedes all other prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by the duly authorized representatives of both Parties.

    Any terms and conditions set forth in Client's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the services, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by Deigan & Associates, LLC. Deigan & Associates, LLC acknowledgement of receipt of any purchase order, requisition, notice or authorization or Deigan & Associates, LLC performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

HRGreen®

1391 Corporate Drive | Suite 203
McHenry, IL 60050
Main 815.385.1778 + **Fax** 713.965.0044

HRGREEN.COM

May 14, 2024

Village of West Dundee
Attn: Joseph Cavallaro – Village Manager
102 South Second Street
West Dundee, IL 60118

Re: Request for Proposal
Spring Hill Mall Demolition Engineering Services

Dear Mr. Cavallaro,

On behalf of HR Green, we are pleased to submit this Engineering Services proposal for the Village of West Dundee Spring Hill Mall Demolition project. The mission statement of HR Green is "Building Communities and Improving Lives", and nothing exemplifies that statement better than working on projects such as this that are allowing the Village to complete another major step towards achieving a new, long-term vision of improvement and redevelopment.

The depth and thoroughness of our contract proposal showcases our extensive experience in addressing similar projects and the knowledge of key aspects of a major undertaking.

From the thoroughness of our initial contacts through review of historical documentation to site investigations as part of the proposal preparation process including meeting with the property maintenance management group, to the assemblage of a team including True North Consultants which brings their environmental and permitting experience, we are demonstrating the level of detail we bring to all of our projects.

We understand the sensitivity of major projects such as the mall demolition in close proximity to existing commercial corridors and in managing stakeholders' expectations. These expectations begin early in the evaluation process and do not end at the completion of design; they intensify during the construction phase. Our design and our construction engineers have a proven record of working to assist municipalities in foreseeing and preemptively addressing potential concerns such as permitting, contractor equipment routing, and managing these sensitive relationships while representing our client's best interest and verifying that the project conforms to approved plans and specifications.

By selecting HR Green for the engineering services for this high-profile demolition project, the Village will be partnering with an experienced team that has completed numerous similar demolition projects to the satisfaction of our clients, as evidenced by the positive references (list attached) from all parties involved in various roles, from municipal representatives through contractors, for similar projects.

HR Green is acutely aware of the high-profile nature of this project and the public attention it will garner. Our team has a diverse portfolio of building demolition projects ranging from redevelopment ready complete wastewater treatment plant removal to multi-story hotel partial demolition to accommodate above/below ground infrastructure reuse and remaining site redevelopment, to numerous industrial building demolitions for the purpose of facilitating property assemblage and redevelopment.

Our proposal scope and fee detail allows for discussion regarding project scope and budget conservation should the Village have a desire to obligate Village staff to perform some or all of a task such as dry utility disconnection coordination. The extent of additional available and reliable site-specific documents, such as sanitary and storm sewer Record Drawings, may also provide for potential fee and scope modifications.

The proposal was structured this way as we had no knowledge whether the Village wanted to or was aware of the potential of taking on any work scope in-house, using existing and possibly previously committed staff. If this is desired in partnership with the Village we are open to those discussions, and if the Village does not have a desire for this scope modification the attached proposal can be utilized in its current form.

We look forward to working with the Village, its elected officials and residents as we help the Village achieve a long-term redevelopment of its future.

We focus on effective communication with our clients throughout the process and will keep you informed of the project progress. Our team is eager, available, and ready to start immediately to work on this project. Please do not hesitate to contact me at (847) 878-4030 or Scott at (815) 509-8302.

Sincerely,

HR GREEN, INC.

Sean Murphy, PE
Project Manager
Governmental Services

Scott Marquardt, PE
Client Service Manager
Governmental Services Midwest/Associate

cc: Tim Hartnett, HRG Business Line President

HRGreen®

PROFESSIONAL SERVICES AGREEMENT

For
Village of West Dundee

Spring Hill Mall Demolition

Asbestos/Hazardous Substances/Universal Waste Services

Engineering/Bidding Services

Construction Observation and Project Management Services

Mr. Joseph A. Cavallaro
Village Manager
Village of West Dundee
102 South Second Street
West Dundee, IL 60118
847-551-3800

Prepared by:
Mr. Sean Murphy, PE
Project Manager - Gov. Services-Engineering

Reviewed by:
Mr. Timothy J. Hartnett
President - Gov. Services-Engineering / Principal

HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, IL 60050
815-385-1778

HR Green Project No.: 2402593

May 14, 2024

Demolition Project/Industry References:

Municipal References:	
Ron Raphael, PE, CFM, CSM Deputy Director of Community Development Elk Grove Village, IL Direct (847) 357-4234 Mobile (630) 865-7795	Matthew J. Roan Village Manager Elk Grove Village, IL Office: (847) 357-4004
Demolition Contractor References:	
Karsten D. Pawlik VP Operations Alpine Demolition Services St. Charles, IL Office: (630) 761-0700 Mobile (630) 918-3906	Jerry Zumbrock Sitework Project Manager/Estimator Albrecht Enterprises, Inc. Des Plaines, IL Office (847) 827-2444 Mobile (847) 372-8403
Utility Abandonment/Removal Contractor References:	
Miles Kellenberger Sitework Project Manager/Estimator Kellenberger Plumbing & Underground, Inc. Elgin, IL Office: (630) 742-4385 Mobile (224) 470-0402	Roy Garcia Owner Road and Sons, Inc. Woodstock, IL Mobile (815) 814-4863

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8.0 TERMS AND CONDITIONS

THIS AGREEMENT is between Village of West Dundee (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

The Site is currently improved with the Spring Hill Mall comprising of approximately 750,000 square feet of building. The Spring Hill Mall is scheduled for demolition with the exception of the existing Cinemark building and the Kohl's anchor building.

1.1 General Understanding – Asbestos/Hazardous Substances/Universal Waste Services

CLIENT is requesting COMPANY to provide the following services, prior to demolition activities, to evaluate the environmental conditions at the site in accordance with applicable regulatory requirements and publicly bid the demolition project:

A. A hazardous materials survey to assess the presence of asbestos, lead-based paint, and hazardous building components.
    1. Due to the interior height of the structure, scissor lift equipment is included to perform bulk sample collection in locations not accessible from a 12-foot ladder.
B. Project specifications for the proper removal and disposal of hazardous materials in accordance with applicable Federal, State, and local regulations.

1.2 General Understanding – Engineering/Bidding Services

The CLIENT is requesting the COMPANY to provide plans and specifications, as necessary, to demolish the existing mall with the exception of the existing Cinemark and Kohl's anchor buildings, remove select paved areas, plan site drainage in a manner that employs existing surface attributes and subsurface infrastructure to limit on-site earth moving and material import/export activities, abandon select water main and services, abandon select sewer (sanitary and storm) main and services, coordinate disconnection of dry utility services, and restore surfaces at Spring Hill Mall.

COMPANY proposes to provide the following engineering and bidding services:

A. Topographic, sanitary sewer, storm sewer, and water main structure data collection survey services.
B. Coordination with natural gas, electric, and communication utility providers to assist CLIENT with disconnection/abandonment of dry utilities serving structures proposed for demolition.
C. Project management, planning, and coordination with CLIENT'S staff.
D. Common wall existing conditions structural investigation at Kohl's and Cinemark necessary for demolition to remaining building transitions.
E. Preparation of project specifications, demolition Contractor bidding documents and bidding assistance.

1.3 General Understanding – Construction Observations and Project Mgmt. Services

The CLIENT is requesting the COMPANY to provide Owner Representative Services for the Spring Hill Mall Demolition Construction Observation and Project Management Services project phases.

COMPANY serving as OWNER'S REPRESENTATIVE (hereinafter "OR") will act as the agent and representative of the CLIENT in order to help ensure that the project is completed according to the CLIENT'S project documents and special provisions within the approved project budget. The OR will be responsible for assisting and representing the CLIENT with advising on and assisting with coordination of three primary phases including: A) Pre-Construction Phase; B) Construction Phase; and C) Post Construction/Project Closeout Phase.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Asbestos/Hazardous Substances/Universal Waste Services: True North Consultants (TNC).

A. TNC will perform an Asbestos-Containing Material (ACM) Survey including the following scope of work in accordance with the applicable regulatory requirements.
   1. Inventory of Suspect ACMs
   2. Bulk Sample Collection
      a. The collection and analysis of up to eight hundred (800) samples is included in the lump sum cost. Should the total number of projected samples described above not be sufficient to meet project objectives, additional bulk sample analysis may be performed for a unit cost of $12.00 per sample.
      b. Bulk Sample Analysis
      c. Report
         i. Written report will include information regarding the presence, location and quantity of identified materials within the site structure(s) and an exhibit identifying the location of all identified ACM.

B. TNC will perform a Lead-Based Paint (LBP) Survey including representative testing of painted surfaces on the interior and exterior of the on-site structure that may be considered for on-site recycling. The scope of services will be performed to assess the presence of lead-containing paints and coatings on recyclable materials, specifically brick and CMU block. The survey includes the following scope of work, in accordance with the applicable regulatory requirements.

   1. Visual Assessment
   2. Paint Sample Collection
      i. The scope of work includes collection of up to sixty (60) paint chip samples. Should the number of projected samples described above not be sufficient to meet project objectives, additional bulk sample analysis may be performed for a unit cost of $20 per sample.
   3. Paint Sample Analysis
   4. Report
      i. Written report will include information regarding the locations of lead-containing paints and coatings (if any), comparisons of results to federal guidelines, and any recommendations for management of lead-painted or coated structural components.

C. TNC will perform a Hazardous and Other Regulated Materials (HAZMAT) Survey of the aforementioned structure(s) at the site to identify potential hazardous materials,

universal waste materials and other regulated materials that may be present. The HAZMAT Survey includes the following scope of work in accordance with the applicable regulatory requirements.

1. Interviews and Document Review:
   Conduct interviews with knowledgeable personnel as specified by the Client and review documentation as provided by the Client concerning the location and approximate quantities/volume of hazardous and other regulated substances at the Site including petroleum products, containerized chemicals, mercury, and polychlorinated bi-phenyl (PCB) containing equipment, refrigerants, universal wastes, white goods and other materials that may require special handling and disposal.

2. Visual Assessment :
   Conduct a visual inspection of the on-site structure to identify potentially hazardous materials, universal waste materials, and other regulated materials present. For each identified material, the approximate quantity/volume of materials will be estimated. The scope of the investigation shall be limited to visual identification and will not include "intrusive" investigation activities, sampling, or laboratory analysis. Intrusive investigation includes the removal of energized electrical components and equipment, hydraulic cylinder and tank evaluation, and deconstruction of electrical/light components.

3. Report:
   Provide a written report including information regarding the presence, location, and quantity of identified materials within the site structure and recommendations for the management of identified materials.

D. TNC will sub-contract a ground penetrating radar (GPR) firm to conduct GPR screening activities at the site.

1. The intent of the GPR screening is to locate potential orphaned underground storage tank (UST) system(s) and associated piping, as well as locate potential former UST system excavations in the vicinity of the former Sears anchor building. The Sears building contained an auto service center with at least two USTs identified in historical databases. The database indicated that one waste oil UST was removed, and one gasoline UST was exempt from registration, with the current status not documented. The GPR screening will be conducted on the exterior portion of the site in the current parking area and within the former interior bay as access allows for GPR equipment.

2. TNC will prepare a summary letter report documenting the results of the GPR screening along with the GPR survey documentation identifying any anomalies detected.

2.2 Land Surveying

A. COMPANY will perform a limited Topographic Survey for part of the subject parcel identified as Spring Hill Mall located in West Dundee, IL. Topographic Survey will locate visible existing exterior improvements and site topography utilizing an unmanned aerial vehicle (UAV) within the area located inside the Ring Road being approximately 90 acres. Spot grades will be taken at 50-foot intervals. Storm, sanitary sewer and watermain structures will be surveyed including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011) and NAVD88 (US Survey Feet). The drawing will be completed in AutoCAD Civil 3D release 2023 including one-foot contours.

B. The unmanned aerial vehicle (UAV) mission may include some overlap onto adjoining owners' property. The COMPANY'S FAA certified Remote Pilot will monitor the flight path and adhere to FAA rules and regulations relating to unmanned aerial system flights. COMPANY is not responsible for contacting adjoining owners that may fall within this flight path. Notification of owners is at the discretion of the CLIENT.

2.3 Engineering/Bidding Services

A. Initial Site Visit and Data Gathering

1. COMPANY will coordinate with the CLIENT to identify and collect Spring Hill Mall building/property related documents, atlases, surveys, and other records available in the CLIENT's various department's files.
2. COMPANY will coordinate with and visit the Winger Property Management (WPM) office to review existing mall site and building related documents. COMPANY will collect documents relevant to developing project Bidding Documents.
3. COMPANY will provide design phase structural engineering services for review of available building construction plans and record drawings, and on-site non-destructive existing conditions investigation, of common wall at the two (2) mall-to be-demolished/anchor store-to-remain locations. Existing conditions and corrective options, based on observed and available building plan/record drawings, will be summarized, and provided to CLIENT in memorandum form. The options will be to provide a "weathered-in" conversion of an existing interior wall to an exterior wall necessary to withstand prevailing weather conditions and comply with current building code requirements.
    i. COMPANY has assumed two (2) separate eight (8) hour investigative trips will be required to accommodate Contractor's work at each building occurring on different days.
    ii. Due to the unknown type and extent of existing conditions, and corrective actions to address these conditions, production of structural/architectural plans, specifications, and details is not included in this proposal as the COMPANY is unable to determine the extent of required work prior to this evaluation. Upon CLIENT review of the options provided, **CLIENT action/decision of the**

selection option is required. Upon CLIENT selection of a preferred option, COMPANY will submit a contract addendum for preparation of the necessary structural/architectural plans, specifications, and details required to provide a "weathered-in" conversion of an existing interior wall to an exterior wall. The extent of architectural aesthetic improvements to be included will be as directed by the CLIENT.

4. COMPANY will compile an "existing conditions" document set composed of select documents received from the CLIENT and WPM. COMPANY will schedule and attend an on-site coordination meeting with CLIENT to discuss project related sanitary/water main alterations; parking lot lighting zones and removal limits; parking lot demolition limits; site surface restoration options/limits; and other subjects revealed during review of existing conditions documents.
    i. Alterations, limits, and CLIENT'S proposed options will be marked on the existing conditions exhibits and serve as a concept plan. COMPANY will utilize concept plan to guide topographic data collection at limits of surface demolition and generation of Preliminary Engineering Plans.
    ii. COMPANY has assumed one (1) on-site four (4) hour meeting including travel time.

B. Site Plans and Exhibits

1. Provide a Demolition/Utility Plan. This will indicate above and below ground items proposed as: remain, demolish/remove, adjust, abandon in place, and furnish/install.
    i. Plans will show the location and preferred method for removing and/or abandoning wet utilities.
    ii. Plans will identify existing sub-surface pipe indicated to remain and convey surface water at project completion including any proposed system alterations, new interconnections (including repurposing existing pipe from non-storm systems), and new end treatments.
    iii. Dry utilities will be shown per atlases received from individual providers in response to the JULIE Joint Planning/Design Notification. Disconnections and equipment removals will be performed by each utility owner and per that provider's standards.
2. Provide a Grading and Restoration Plan. This will show the grading condition the site is to be left in at the end of the project to provide for positive drainage and will include proposed contours, structure inverts, and pipe inverts. It will show the methods and materials preferred for restoration of the site.
3. A Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will be prepared, in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES), established by the Illinois Environmental Protection Agency (IEPA). The SWPPP and NOI will be included with the specifications.
4. A Storm Water Technical Memorandum will be provided. This will not include stormwater modeling or calculations but will be limited in scope to documentation of pre-existing impervious areas and percentages, and documentation of designed post-demolition impervious areas and percentages.

E. Bid Assistance

1. Assemble CLIENT Bid package using the project plans and special provisions developed in the design phase. Front End documentation as provided by the CLIENT.
2. Provide the CLIENT with a Bid Notice for the CLIENT to distribute/advertise.
3. Host Bidding documents on a file sharing site for distribution of Bid Documents to Contractors CLIENT determines to be qualified to submit a proposal.
4. Draft prequalification form for CLIENT'S web site, perform Contractor pre-qualification research and reference calls, and distribute Bidding documents.
5. Distribute Bid Notice and prequalification form to demolition Contractors.
6. Assist CLIENT with answering RFIs, clarifications, and issuing addendums, as necessary.
7. Produce pre-Bid meeting agenda for distribution to all attendees.
8. Schedule and host a mandatory pre-Bid meeting.
9. Produce and issue Addendum #1 containing, at a minimum, the pre-Bid meeting agenda and sign in sheet.
10. Attend the Bid opening and compile Bids into a Bid tabulation.
11. Contact Bid Bond agent/agency regarding validity of apparent low Bidder's Bond.
12. Analyze Bids with CLIENT and draft award recommendation letter.
13. The Bid documents will be provided to CLIENT and pre-qualified firms in an electronic format via file sharing site established specifically for this project.

2.4 Construction Observation and Project Management Services

COMPANY will provide part-time construction observation services on a time and material, not-to-exceed contract amount basis. COMPANY will be on-site to observe and verify that items being constructed, and materials being utilized, are in general conformance with the approved plans and specifications.

Any additional work due to an extended schedule or by the Contractor's performance, unforeseen conditions, or changes requested by the CLIENT shall warrant a Contract Addendum.

A. Pre-Construction Phase

1. Prepare a pre-construction meeting agenda, including a project contacts list with CLIENT, COMPANY, Contractor, applicable emergency services representatives, and other applicable stakeholders' office and direct telephone numbers.
2. Attend a project pre-construction meeting with the CLIENT, Contractor, and sub-Contractor(s).
3. Receive and distribute documents and information submitted by the Contractor or requested by the CLIENT.

5. The Final Engineering Plans are anticipated to include the following items listed below and are to be completed in accordance with good engineering practices:
    - Cover – one (1) sheet
    - General Information/Notes – one (1) sheet
    - Hazardous Substances Exhibit – one (1) sheet
    - Overall Demolition and Utility– one (1) sheet
    - Demolition and Utility Plan– four (4) sheets
    - Overall Grading and Restoration– one (1) sheet
    - Grading and Restoration Plan– four (4) sheets
    - Erosion Control Spec/Notes – one (1) sheet
    - Erosion Control Details – one (1) sheet
    - Construction Details – four (4) sheets

C. Utility Coordination

1. COMPANY will submit JULIE Planning/Design and Joint Meet Notifications. COMPANY will attend utility provider Joint Meetings. COMPANY has assumed two (2) on-site three (3) hour meeting including travel time.
2. COMPANY will create electronic folders, for each dry utility provider, with utility service/account information provided by CLIENT and WPM. The documents and information will be referenced and/or provided to the appropriate utility provider on an as-needed basis to initiate and facilitate disconnection requests.
3. COMPANY will coordinate with the dry utility companies by way of phone and/or email to schedule and facilitate site/building access during removal or abandonment of dry utilities.
    i. COMPANY will maintain individual utility provider contact logs, tracking contact persons, service request numbers, dates/times of contact, and other utility service abandonment related information.
    ii. COMPANY has assumed one (1) on-site three (3) hour meeting, including travel time, with four (4) separate dry utility providers.
4. COMPANY will convey utility companies' removal/abandonment forms and fees to the CLIENT (as needed).

D. Project Specifications

1. Develop project specifications for: removal and disposal of hazardous materials (by TNC); demolition of existing mall and select anchor store structures; partial demolition of existing pavement as required to maintain access and parking for remaining businesses; site management/protection; scheduled and milestone meeting schedules; alteration, removal, and/or abandonment of existing wet utilities; and restoration of disturbed surfaces.
2. Project Specifications will be provided in Special Provisions format to be inserted in the CLIENT'S standard format front end Contract Documents package.
3. Develop an anticipated project construction schedule. Timing and schedule will be discussed at a mandatory pre-Bid meeting held during the Bidding process.

4. Provide technical review of shop drawings and other submittals by Contractor on behalf of CLIENT.

B. Construction Phase – Asbestos/Hazardous Substances/Universal Waste

1. Clearance Air Monitoring

   i. TNC will conduct asbestos clearance air monitoring for the evaluation of airborne "asbestos" fibers at the completion of asbestos abatement activities at the site. The scope of services shall include clearance air monitoring within established regulated areas as applicable.

   ii. Upon receipt of analytical results, TNC shall submit a final summary letter report including methods, findings and recommendations.

   iii. The unit cost is inclusive of all labor, equipment and materials to perform air clearance over the course of one shift. TNC estimates that a total of four (4) clearance events shall be performed during the course of the project.

2. Construction Meetings

   i. TNC will attend bi-weekly construction meetings while environmental activities are performed on-site. For the purposes of this proposal, TNC has assumed that meetings shall be held at the site and meetings shall be no longer than two hours in length. TNC has included a total of four (4) bi-weekly meetings spanning two (2) months of environmental remediation activities.

C. Construction Phase – Demolition and Site Restoration

1. COMPANY estimates, based on prior experience and consultation with industry professionals, that the Contractor's site work construction phases and durations should be as follows: Sanitary Sewer and Water Abandonment – Three (3) weeks, Demolition – Twenty (20) weeks, Grading and Restoration – Six (6) weeks. Total project duration of twenty-six (26) weeks, considering typical overlap of phases, so the COMPANY has budgeted twenty-six (26) weeks at an average of twenty-six and one half (26.5) hours per week. These manhours provided for construction observation are based upon COMPANY providing the CLIENT with twenty-six (26) work weeks (non-weekend work) of construction observation services. Any additional work due to an extended schedule dictated by the Contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum. The contract documents shall specify said total contract duration time, which may be adjusted based on Contractor input during the bidding period. Said adjustments may include provisions for peak industry workload accommodations, or additional or expedited construction periods for CLIENT benefit, and would only be modified as documented in a contract Bid addendum.

   COMPANY anticipates that a Construction Engineer/Field Technician will be required for on-site observation time as listed below. COMPANY will document the quality and progress of the Contractor's work in a standard Field Book and provide a bi-weekly project progress email including photos submitted to CLIENT.

Sanitary Sewer and Water Abandonment – Three (3) weeks, five (5) days a week = 15 days x 8 hrs./day = 120 hrs.

Demolition – Twenty (20) weeks, five (5) days a week = 100 days x 5 hrs./day = 500 hrs.

Grading and Restoration – Six (6) weeks, three (3) days a week = 18 days x 4 hrs./day = 72 hrs.

TOTAL HOURS = 692

This time includes travel time to and from the project and Field Book documentation.

2. Review Contractor's construction schedule submittal and coordinate milestone events requiring CLIENT'S involvement/input.
3. Respond to Contractor "Requests for Information" (RFI).
4. Monitor construction progress and attend progress meetings with Contractor, sub-Contractor(s), and CLIENT and confirm action items are distributed and addressed in a timely manner to keep the project moving forward.
5. Review and track Contractor's schedule updates and provide updates to CLIENT.
6. Coordinate with Contractor and CLIENT to manage project progress payments; provide report and recommendations to CLIENT for payment.
7. Coordinate and review "change orders" and evaluate cost and time impacts to the project; report to CLIENT for required consideration and processing.
8. Develop and maintain a "Punchlist" in conjunction with Contractor and CLIENT throughout the duration of the project and confirm punch list completion prior to project close-out and acceptance.

D. Post-Construction / Project Close-Out Phase

1. Monitor and administer "Project Close-Out Activities" including Contractor's issuance of certificates of substantial completion, completion of punch list work scope, coordination of final lien waivers, and submittals by Contractor of guarantees/warranties (as applicable). Coordination of final "walk-through" inspections with Contractor and CLIENT.

2. Review Contractor's application for final payment and make recommendation to CLIENT for approval/payment and acceptance.

Disclaimer

COMPANY shall not supervise, direct or have any control over the Contractor's work, nor shall COMPANY have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor. COMPANY also is not responsible for the Contractor's safety precautions or programs in connection with the work. Their rights and responsibilities are solely those of the Contractor.

COMPANY shall not be responsible for any acts or omissions of the subcontractor, or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the contract drawings and documents.

3.0 Deliverables and Schedules Included in this Agreement

COMPANY will provide CLIENT with a Bid document containing drawings and specifications for completion of the project and tentative schedules for the project.

It is anticipated that at 50% and 90% milestones review meetings will be held with CLIENT to present project exhibits and specifications for review with CLIENT'S staff. Any corrections or revisions to the documents will then be finalized prior to Bidding.

It is anticipated that this project's letting will be Fall/Winter 2024.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement but not limited to:

- Boundary Survey
- Dry Utilities Mapping
- Tree Inventory Survey
- Building Interior Survey
- Plat of Survey/Topography
- Record Drawings
- Time-lapse Drone Limited Aerial Imagery Services Throughout Demolition Phase (typically performed at a set time interval at specific repeatable locations)
- Construction Layout (Contractor's responsibility)
- Grants and Funding Applications
- Structural Fill Geotechnical Testing Services (to be required per proposed Bidding documents as sub-contracted service by the demolition Contractor)
- Architectural/Structural Design, Plans, Details, Specifications, and/or Construction Inspections Related to the Separation of the Kohl's and Cinemark Buildings at the Limits of Mall Demolition. **This is specified in Section 2.3.A.ii as a required addendum to the project contract scope following CLIENT direction of selected option.**
- Meetings and Correspondence with Property and Business Owners
- Permitting or Application Fees, Review or Closure Fees, or Other Local, State, Federal Agency Fees
- Soil Testing and Remediation Consulting Services (to be revisited after environmental investigation)
- Repair and/or Replacement of Building System and Finish Damage Incurred as a Result of Investigation and/or Sampling Activities
- Stormwater Management Report or Stormwater Calculations

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Hazardous Materials Survey, Project Specification, and Clearance Air Monitoring
True North Consultants, Inc.
1000 East Warrenville Road, Suite. 140
Naperville, IL 60563
Phone: (630) 717-2880

6.0 Client Responsibilities

The CLIENT is to provide COMPANY with project information to include, but not limited to:

- GIS exhibits and data
- Access to building interior and roof
- Existing Architectural and Site/Civil plans/drawings/surveys/records/reports including Title report
- Coordinate property records/information transfer with Village of Carpentersville
- Remove Village owned water meter and data sending unit equipment prior to start of demolition
- Issue required Village of West Dundee construction related permits
- Project related correspondence with business and property owners

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. (See Exhibit A for Company Standard hourly rates). Time and Material (not to exceed) per project. If budget has not been established at the time of this agreement the fee percentage of the project budget will be used and amended as the scopes, budgets, and schedules are made available and a separate task order will be created, reviewed and executed prior to starting those tasks.

7.2 Invoices

Invoices for COMPANY'S services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.3 Exclusion:

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis: Time and Material basis with a Not to Exceed fee of $345,785.00. See Exhibit A for man-hour estimate and current rate sheet.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY'S services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY'S reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY'S waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for the purpose of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT'S sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT'S use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY'S express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore,

agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor

and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractors and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 OMITTED

8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.28 Construction Observation Without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.30 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.31 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.32 OMITTED

8.33 Intellectual Property Ownership of Tendered Materials

COMPANY retains title and full intellectual property ownership of all tendered documents and materials, including without limitation, analysis methods and equations, calculations, print layouts, layer operational definitions, drawings, models, plans, set of tools, etc. All such documents and materials are considered confidential and CLIENT shall not copy such documentation or materials or disclose them to third parties without COMPANY'S prior written consent. CLIENT shall sign COMPANY'S GEOSPATIAL NONDISCLOSURE AGREEMENT and take reasonable precautions to prevent unauthorized access and use of the software and documentation by third parties. To the extent permitted by the COMPANY Geospatial Nondisclosure Agreement and relevant law, CLIENT shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the COMPANY'S analysis, reports, maps, or other products, or attempt to do so.

8.34 OMITTED

8.35 OMITTED

8.36 OMITTED

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY'S services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Sean Murphy, P.E.
Project Manager

Approved by: Timothy J. Hartnett

Printed/Typed Name: Timothy J. Hartnett

Title: Principal Governmental Services-President Date: May 14, 2024

VILLAGE OF WEST DUNDEE

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Exhibit A

Man-Hour Estimate – Engineering/Bidding Services Phase

	TASK	Personnel Category	MAN-HOURS	LABOR COST
2.1	Hazardous Materials Survey Services			
	2.1.A - ACM Survey	TNC		$36,200
	2.1.B - Lead Paint Survey	TNC		$10,200
	2.1.C - Haz and Regulated Substances	TNC		$9,400
	2.1.D - Ground Penetrating Radar	TNC		$2,000
		Subtotal:		**$57,800**
2.2	Land Surveying			
		Professional	4	$900
		Senior Field	36	$6,660
		Field Pers.	130	$14,820
		Subtotal:	170	**$22,380**
2.3	Engineering and Bidding Services			
	2.3.A - Initial Site Visit and Data Gathering			
		Senior Prof.	40	$10,290
		Structural	28	$7,000
	2.3.B – Site Plans and Exhibits			
		Senior Prof.	28	$6,860
		Professional	38	$6,460
		Technician	120	$18,000
	2.3.C – Utility Coordination			
		Senior Prof.	20	$4,900
		Professional	28	$4,760
	2.3.D – Project Specifications			
		TNC		$7,200
		Senior Prof.	22	$5,390
		Professional	24	$4,080
	2.3.E – Bid Assistance			
		Senior Prof.	22	$5,390
		Professional	22	$3,740
		Subtotal:		**$84,070**
	Direct Costs			
	Mileage – Survey			$270
	Mileage – Civil			$450
	Mileage – Structural			$80
	UAV Fee – Survey			$240
		Subtotal:		**$1,040.00**
		Contract Total:		**$165,290.00**

Exhibit A

Man-Hour Estimate – Construction Observation and Project Management Services Phase

	TASK	Personnel	MAN-HOURS	LABOR COST
2.4	Construction Obs. And Project Mgmt. Services			
	2.4.A – Pre-Construction			
		Senior Prof.	20	$4,900
		Professional	16	$2,800
	2.4.B – Construction Phase Environmental			
	Clearance Air Monitoring	TNC		$4,600
	Bi-Weekly Meetings	TNC		$2,400
	2.4.C – Construction Phase Demolition			
	Construction Observation	Field Pers.	692	$131,480
	Project Management	Senior Prof.	52	$12,740
	Administrative Assistance	Admin.	13	$1,235
	2.4.D – Post-Construction/Close Out			
		Field Pers.	24	$4,560
		Senior Prof.	16	$3,920
		Subtotal:	**883**	**$168,635**
	Direct Costs			
	Mileage – Construction Observation			$11,050
	Mileage – Project Management			$810
		Subtotal:		**$11,860.00**
		Contract Total:		**$180,495.00**

Exhibit A

HRGreen

HR GREEN
Billing Rate Schedule
Effective January 1, 2024

Professional Services	**Billing Rate Range**
Principal	$250- $370
Senior Professional	$250- $370
Professional	$170- $250
Junior Professional	$100- $175
Senior Technician	$130- $180
Technician	$75- $145
Senior Field Personnel	$140- $225
Field Personnel	$100- $170
Junior Field Personnel	$75- $125
Administrative Coordinator	$75-$130
Administrative	$75- $130
Corporate Admin	$100- $160
Operators/Interns	$75- $150

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.

2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of $0.90 per mile or $85.00 per day.

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

April 26, 2024

Mr. Joseph A. Cavallaro
Village Manager
Village of West Dundee
102 S. 2nd Street
West Dundee, IL 60118

Subject: Village of West Dundee – Spring Hill Mall Demolition

Dear Mr. Cavallaro:

The Village of West Dundee has purchased the Spring Hill Mall shopping center for redevelopment except for the Kohl's store that owns its building and property. The demolition excludes the Kohl's store and Cinemark Theater, which are to remain open during and upon completion of construction. Baxter & Woodman, Inc. is pleased to submit this Proposal for engineering services to complete selective demolition of the Spring Hill Mall.

The following is our proposed scope of services to successfully complete the Project.

DESIGN AND BIDDING 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 – Conduct six (6) meetings for this project with the Owner:

A. Project kickoff meeting.

B. Review of documents and data collected from the Village of West Dundee and the Village of Carpentersville.

C. Field meeting with Owner's staff.

D. Review of draft drawings for selection of options for utility disconnection or rerouting, and site and structure demolition.

E. Review of draft construction contract documents, specifications, and drawings with selected options for utility disconnection or rerouting, and site and structure demolition.

F. Review of final construction contract documents, specifications, and drawings for site and structure demolition.

1.3. COLLECT EXISTING DATA

A. Collect and reproduce copies of available Civil and Site, Architectural, Structural, Mechanical, Electrical, and Plumbing record drawings, and surveys from the Village of West Dundee and the Village of Carpentersville.

B. Obtain copies of available geospatial data and maps for site from the Kane County Government, Department of Geographic Information Systems (GIS).

C. Collect and reproduce copies of available utility atlases, and GIS and property data within project limits from the Village of West Dundee and the Village of Carpentersville.

D. Collect aerial maps to develop drawings delineating contractor's staging area(s) and access route(s).

E. Create lists of missing or conflicting data.

1.4. TOPOGRAPHIC SURVEY

A. Perform partial topographic site survey within be 300 feet of mall building structures to verify locations of natural and man-made features, utilities, and grades at critical locations 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.

1.5. UTILITY LOCATES AND COORDINATION

A. Complete a Design Stage Request with JULIE 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. Update base drawings for design.

1.6. SUBSURFACE UTILITY EXPLORATION (SUE)

A. Employ a SUE subconsultant to explore and horizontally and vertically locate existing underground utilities at critical locations. SUE subconsultant fee is included in our engineering services fee.

B. Provide an investigation location map prior to this work.

C. Coordinate topographic survey activities with SUE subconsultant's field marking of utilities.

D. Attend one (1) site visit with SUE subconsultant for project initiation coordination of Scope of Services.

1.7. ELECTRICAL SITE ASSESSMENT

A. Locate utility feeds (power and communications) to the remaining buildings. Identify possible conflicts with the continuity of power and communications utilities during and after the demolition.

B. Evaluate options for service relocations to be installed prior to demolition to maintain services to the buildings to remain.

C. Evaluate existing lighting controllers and the capability to light the remaining parking lots for the occupied buildings.

1.8. PRE-DEMOLITION ASBESTOS SURVEY

A. Employ a subconsultant to complete National Emissions Standards for Hazardous Air Pollutants (NESHAP) pre-demolition asbestos inspection for building structures proposed to be demolished. Pre-demolition asbestos inspection subconsultant fee is included in our engineering services fee.

B. Provide personnel licensed by the State of Illinois Department of Public Health (IDPH) for asbestos inspector, asbestos management planner, and asbestos project designer as necessary to perform the required work.

C. Identify suspect asbestos-containing materials (ACM) within the buildings and categorize all accessible suspect ACMs in accordance with the Environmental Protection Agency (EPA) and IDPH rules and regulations into homogeneous sampling areas.

D. Collect samples in accordance with all local, state, and federal rules and regulations, including Illinois and EPA NESHAP. All suspect asbestos-containing materials will be sampled.

E. Sampling of roofing materials, if accessible, will be performed during the survey. Subconsultant can place a temporary patch following the sampling. However, subconsultant shall not be liable for any damage due to leaking.

F. Destructive sampling will be conducted, as necessary, and in coordination with Client personnel. Repair of interior finishes (i.e., floors, walls, ceilings, etc.) necessary to conduct the NESHAP pre-demolition survey is excluded from the scope of work.

G. Discreet sampling will be utilized as often as possible.

H. Analyze all samples by Polarized Light Microscopy (PLM) for asbestos content with a standard turn-around time of five to seven days. Certain materials may be found/uncovered during the inspection that may require analysis by Transmission Electron Microscopy (TEM). In these circumstances, as determined by the subconsultant, TEM shall be utilized.

I. Prepare a report with estimated quantities, locations and friability of the ACMs identified for each location. Report shall include data necessary for preparation of the State of Illinois Demolition/Renovation Notification.

J. Prepare project design specifications for asbestos abatement.

K. Prepare an estimate for asbestos abatement based on current unit prices and estimated quantities.

1.9. PRE-DEMOLITION UNIVERSAL WASTE SURVEY

A. Employ a subconsultant to complete pre-demolition universal waste inspection for building structures proposed to be demolished. Pre-demolition universal waste inspection is included in our engineering services fee.

B. Provide properly trained and knowledgeable personnel to perform a visual inspection of the work areas for mercury-containing equipment, pesticides, batteries, lamps, aerosol cans, thermostats (universal waste), and other possible environmental concerns and hazardous substances such as: polychlorinated biphenyls (PCBs), chemicals, underground storage tanks (USTs), Indoor Air Quality, mold, etc.

C. All accessible universal wastes and other concerns will be visually inspected, and approximate quantities will be recorded.

D. Sampling of universal wastes will not be performed as part of the inspection.

E. Provide a written report detailing universal wastes and other environmental concerns identified.

F. Prepare project design specifications for universal waste removal and disposal.

G. Prepare an estimate for universal waste removal and disposal based on current unit prices and estimated quantities.

1.10. SITE VISITS FOR DESIGNERS

A. Conduct site visit to familiarize the designers with the site and clarify any discrepancies on legal surveys, record drawings, utility atlases, GIS data and property data.

B. Conduct visual site survey to identify and locate existing utility feeds for water, sanitary sewer, storm sewer, gas, electric and communications services where possible.

C. Meet on site with the Owner to define suitable contractor's staging and vehicle parking area(s), and site access route(s).

2. PRELIMINARY DESIGN

2.1. Develop site plan drawing showing existing natural and manmade features, utilities, and grades based on geospatial data and maps, construction record drawings and critical location site survey. Incorporate locations of structures and site features to be demolished, final grading and site restoration on site plan drawing.

2.2. Develop overall site plan drawing showing contractor's staging and vehicle parking area(s), and site access route(s) using aerial maps.

2.3. Specify structure demolition.

A. Removal and disposal of asbestos containing materials identified during pre-demolition inspection.

B. Demolition and removal of above ground structures and slabs-on-grade.

C. Demolition and removal of below grade slabs, foundations, and footings to a depth of five feet below proposed grade.

D. Breaking up of concrete slabs more than five feet below grade to permit drainage.

E. Recycling and/or disposal of demolition debris.

F. Backfilling and/or filling void spaces from structure demolition with compacted granular material.

2.4. Specify site demolition and restoration.

A. Demolition and removal of pavement, sidewalks, lighting, signage, foundations, and miscellaneous site improvements inside of the curbline adjacent to the buildings.

B. Restoration of disturbed areas within limits of construction with topsoil, and seed and straw.

2.5. Specify utilities and services abandonments, relocations, and disconnections.

A. Relocations of utilities and services to be installed prior to demolition in order to maintain services to the buildings to remain.

B. Disconnection, capping and/or plugging of utilities and services not required for existing facilities to remain.

3. FINAL DESIGN

3.1. Prepare for review and approval by the Owner and its legal counsel the forms of construction contract documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

3.2. Prepare for review and approval by the Owner design documents consisting of specifications that will be prepared in conformance with the format of the Construction Specification Institute and drawings describing the general scope, extent, and character of construction work to be furnished and performed by the Contractor selected by the Owner.

3.3. Reproduce copies of pertinent available drawings for attachment to the bidding documents. Drawings are for the bidders' information only and are not part of the bidding documents.

4. STORMWATER POLLUTION PREVENTION PLAN

4.1. Prepare Stormwater Pollution Prevention Plan (SWPPP), which provides a narrative, construction details, and specifications to be implemented by the Owner's contractor to reduce soil erosion and sedimentation during demolition work at the site. The SWPPP will utilize the BDE-2342 form created by the Illinois Department of Transportation, will be provided to the Owner as Adobe Acrobat (PDF) file for printing as needed by the Owner, and will require signatures by the contractor and the Owner's authorized representative. We will also submit the SWPPP electronically to the IEPA.

4.2. Prepare and submit, on behalf of the Owner, Notice of Intent (NOI) to use coverage under the IEPA's General Construction Site Runoff Permit ILR10 for site. Submissions of potential and required additional notices are not included. These may include Incidence of Non-compliance (ION) notices if polluted runoff leaves the site and the Notice of Termination (NOT) required after the site has been permanently stabilized. It will be the responsibility of the Owner's contractor(s) to prepare and submit such reports, in accordance with the terms and conditions to be provided in the SWPPP. The application fee per NOI, required by the IEPA, is not included in our fee.

5. PEER AND CONSTRUCTABILITY REVIEWS

5.1. Conduct engineering and construction team QA/QC internal peer reviews of final drawings and specifications.

5.2. Revise Drawings and Specifications based on comments from engineering and constructability reviews.

6. OPINION OF PROBABLE PROJECT COST

6.1. Prepare a final opinion of the probable total project cost including construction, engineering services, and contingencies based on the design documents approved by the Owner.

7. BIDDING ASSISTANCE

7.1. Assist the Owner in solicitation of construction bids from as many qualified bidders as possible.

7.2. Respond to bidders' questions on the construction contract and design documents. Issue one (1) addendum revising construction contract and/or design documents as necessary.

7.3. Attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

BAXTER & WOODMAN
Consulting Engineers

The Engineer's fee for the stated scope of design and bidding services is based upon the 2024 Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel and sub-consultant fees, the total of which will not exceed $306,000.00. The Engineer may adjust the hourly billing rates and out-of-pocket expenses on or about January 1 of each subsequent year and Agreement will be amended accordingly prior to the continuation of services.

CONSTRUCTION SERVICES

The scope of engineering services during construction will be negotiated between the Village and the Engineers when design and bidding assistance are complete, and this Agreement will be amended accordingly prior to the commencement of said services.

If this Proposal is acceptable, please sign and return one copy for our files. **The attached standard terms and conditions apply to this Proposal.**

Thank you for the opportunity to submit a Proposal for this important Project. If you have any questions or need additional information, please feel free to contact me at 815-444-3210 or via email cbrunner@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Charles A Brunner

Charles A Brunner, P.E., S.E.
Vice President

Attachment

VILLAGE OF WEST DUNDEE, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

\\corp.baxwood.com\project\Azure\WDUNV\2400246-Spring Hill Mall Dem_Promo\Letter Proposal Draft.docx

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.

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.