

Resolution No. 08-18

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE
APPROVING A CONSULTANT AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE
AND INTEGRATED PUBLIC RESOURCES, LLC FOR WASTEWATER TREATMENT
FACILITY SERVICES**

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. The Consultant Agreement between the Village of East Dundee and Integrated Public Resources, LLC for wastewater treatment facility services as attached hereto as ATTACHMENT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village Administrator.

Section 2. The Village President and Village Clerk shall be and are hereby authorized to execute EXHIBIT A on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

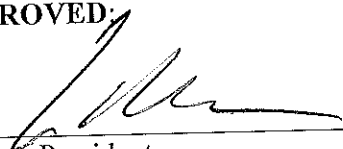
Passed by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 21st day of May, 2018.

AYES: Trustees Lynam, Selep, Hall and Andresen

NAYS: Ø

ABSENT: Trustees Wood and Mahony

APPROVED:



Village President

Attest:



Village Clerk

**INDEPENDENT CONSULTANT AGREEMENT
(WASTEWATER TREATMENT FACILITY SERVICES –
INTERGRATED PUBLIC RESOURCES, LLC)**

INDEPENDENT CONSULTANT AGREEMENT (WASTEWATER TREATMENT FACILITY SERVICES – INTEGRATED PUBLIC RESOURCES, LLC) (“Agreement”) made this 21st day of May, 2018 (“Effective Date”), by and between the **VILLAGE OF EAST DUNDEE**, an Illinois municipal corporation (“Village”), with offices at 120 Barrington Avenue, East Dundee, Illinois 60118, and Integrated Public Resources, LLC, a Wisconsin limited liability company authorized to conduct business in the State of Illinois (“Consultant”); and

WHEREAS, the Village has determined that Consultant can provide a service desired by the Village, by providing services to the Village related to the Village’s wastewater treatment facilities as directed by the Village’s Director of Public Works; and

WHEREAS, Consultant is qualified and desires to provide said service based on the terms set forth below; and

WHEREAS, the Village finds that the health, safety, and welfare of the citizens of the Village will be benefited by the services provided by Consultant.

WHEREAS, the Village will be benefited by the services that will be provided by Consultant, the full responsibility for providing for the health, safety, and welfare of the citizens of the Village remains the sole responsibility of the Village.

NOW, THEREFORE, BE IT AGREED THAT:

1. **INDEPENDENT CONSULTANT**: The Village agrees to retain Consultant as an independent contractor to provide the services described herein, and Consultant agrees to provide such services.
2. **TERM**: The term of the Agreement shall be for one (1) year from May 1, 2018, and shall renew for one (1) year periods thereafter, and may be terminated as set forth in Sections 6 and 7 below.
3. **CONSULTANT RESPONSIBILITIES**: Consultant agrees to perform the services set forth in Exhibit A attached hereto and made a part hereof.
4. **VILLAGE RESPONSIBILITIES**: The Village agrees to the payment terms set forth in Exhibit B attached hereto made a part hereof.
5. **INSURANCE**: As part of the indemnification of the Village required from Consultant in this Agreement, but without limiting the same, Consultant agrees to carry, during the life of this Agreement, at its expense, public liability insurance, including, but

not limited to coverage for bodily injury, death, and property damage written on the comprehensive form, in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. This aggregate can be satisfied with the combined General Liability and Excess Liability policy limits. Consultant shall furnish evidence of such insurance to the Village prior to the Effective Date, and then on an annual basis thereafter, with the exception of Professional Liability Insurance, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, Village Engineer, attorneys and employees as additional insureds but only for claims to the extent caused by the negligence or services provided by Consultant. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. Consultant shall also carry, during the life of this Agreement; a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish the Village a Certificate of Insurance evidencing such coverage.

Consultant's policy or policies of insurance shall specifically recognize and cover Consultant's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by Consultant shall be primary and non-contributory, and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of Consultant's insurance but only to the extent of and caused by the Consultant.

All Certificate(s) of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve 30 days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon Consultant's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

6. **DEFAULT:** In the event that either party fails to perform under this Agreement, the other party shall notify the non-performing party of the default, in writing, setting forth the nature of the default. The party that has failed to perform shall have fifteen (15) days after receipt of the notice to correct such failure or take substantial steps toward correcting the failure. If, after fifteen (15) days, the default has not been corrected, or substantial steps taken to correct the default, the party serving the notice may then declare the Agreement terminated.

7. **TERMINATION:** Either party may terminate this Agreement for any reason at any time upon prior written notice to the other party, subject to complying with any of its continuing obligations under this Agreement and the survival of the Insurance

(Section 5) and Indemnification (Section 10) provisions for the applicable statute of limitations periods.

8. **INDEPENDENT CONSULTANT:** Consultant is retained by the Village only for the purposes and to the extent set forth in this Agreement, and its relation to the Village shall, during the term of this Agreement and period of its services hereunder, be that of an independent contractor. Consultant shall not be considered as having an employee status, nor shall the Village withhold any sums for the payment of income taxes, or FICA taxes, nor shall Consultant be entitled to participate in any plans, arrangements, or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village.

9. **NOTICE:** All notices, demands, elections, and other instruments required or permitted to be given or made by any party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending party at the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing. Service on the legal counsel for either party is sufficient notice to the party.

(a) Notice to Village shall be sent to:

Village of East Dundee
Attention: Village Administrator
120 Barrington Avenue
East Dundee, Illinois 60118
Fax: (847) 426-2956

(b) Notices to Consultant shall be sent to:

Integrated Public Resources (IPR)
1700 Hutchins Road
Machesney Park IL 61115
Fax: (815) 636-9591

10. **INDEMNIFICATION:** As a material inducement for the Village to enter into this Agreement, and as far as the following listed are insured by Consultant's General and Excess Liability insurance policies, Consultant agrees to defend, indemnify and hold harmless the Village and its elected officials, officers, Village Engineer that are identified at the time of the effective date of the agreement, attorneys, (but not for actions taken by the Village's attorneys against Consultant) and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and

consultants, court costs and fines, asserted against them or imposed upon them, individually, jointly or severally, but only to the extent caused directly or indirectly out of or in connection in any way with Consultant's operation of the program or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the negligence of Village, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village shall have the right to counsel of its choice and the right to direct its own defense.

The scope of Consultant's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of Consultant, its officers, agents, employees, consultants or subconsultants, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Consultant, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) loss or damage of any kind to the extent resulting from Consultant's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to Consultant.

In the event that any of the above claims or losses are attributable to the Professional actions that are insured by the Consultant's Professional Liability Insurance, the Consultant's obligation is limited to indemnification of the Village for the the same. Such indemnification will make the Village, et al whole.

11. **CORPORATE CONSULTANT:** The Village is entering into this Agreement with Consultant, a Wisconsin limited liability company authorized to conduct business in the State of Illinois, based upon the representations and assurances of Consultant that it is to perform under this Agreement. This Agreement may not be assigned by either the Village or Consultant without the approval of the other.

12. **MUTUAL COOPERATION:** The Village and Consultant, agree to fully cooperate, consult and inform each other regarding any and all decisions and activities associated with or having a significant impact on Consultant's program, to achieve the mutual goals and purposes of this Agreement. Consultant shall not take any action that would bring discredit or disrepute to the Village.

13. **PERMITS:** Consultant shall obtain all necessary permits, licenses, consents and other approvals required of the Consultant by regulatory bodies to complete the work, at Consultant's cost. If such permits, consents, and other approvals

need to be issued to the Village, Consultant will assist the Village in applying for them, at the Village's cost.

14. **ASSIGNMENT**: Contractor shall not assign, sublet, transfer, or convey this Agreement to any person or entity without the prior written consent of the Village, which may be withheld.

15. **EXECUTION**: This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

16. **ENTIRETY OF AGREEMENT**: This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference including Consultant's proposed Agreement dated April 5, 2018), contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Village. In the event that there is a conflict between the terms in this Agreement and the Consultant's Agreement, this Agreement shall govern.

17. **AUTHORITY**: This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives, and assigns.

18. **ENFORCEABILITY**: If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

19. **CHANGE IN LAWS**: Consultant shall immediately notify the Village of any change in conditions or any known change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

20. **COMPLIANCE WITH LAWS**: Consultant certifies as follows:

- a. That any work to be performed by it or its consultants, employees and agents on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, regulations, and directives, including but not limited to all local zoning ordinances and regulations, and other applicable codes that are in effect at the time that Services are provided.
- b. Each party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.
- c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).
- d. That (1) no Village employee or agent is interested in the business of Consultant or this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has

any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

- e. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Consultant hereunder. Any complaint of such discrimination received by Consultant shall be immediately forwarded to the Village.
- f. That it shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Consultant agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Consultant further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Consultant in all its contracts and agreements with consultants and subconsultants for this program. Any contracts entered into by Consultant relating to its use of Village-owned property shall require Consultant and its subconsultants to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).
- g. That it will comply with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") as follows: the definition of a public record in the FOIA includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and FOIA. To facilitate a response by the Village to any FOIA request,

Consultant agrees to provide all requested public records within five (5) business days of a request being made by the Village. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from Consultant's actual or alleged violation of the FOIA or Consultant's failure to furnish all public records as requested by the Village. Furthermore, should Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to Consultant request to utilize a lawful exemption.

- h. That neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in United States Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Consultant further represents and warrants to the Village that Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Consultant agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

21. **JURISDICTION AND VENUE**: This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its

enforcement, venue shall be in the Circuit Court of Kane County, Illinois and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

22. **CAPTIONS**: The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.

23. **EXHIBITS**: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

Exhibit A – Consultant Responsibilities

Exhibit B – Payment Terms

Exhibit C – Consultant's April 5, 2018 Agreement

24. **EFFECTIVE DATE**: The Effective Date of this Agreement shall be the date that the Village President and Village Clerk sign this Agreement, which date shall be the date stated on the first page of this Agreement.

IN WITNESS WHEREOF, the Village President and Village Clerk have, pursuant to the authority given by the Board of Trustees of the Village of East Dundee, and Consultant have signed this Agreement on the 31 day of may, 2018.

VILLAGE OF EAST DUNDEE,
an Illinois municipal corporation

INTEGRATED PUBLIC RESOURCES, LLC,
a Wisconsin limited liability company
authorized to conduct business in the
State of Illinois

BY: [Signature]
Village President

BY: [Signature]
Authorized Officer

Date: May 31, 2018

Date: May 31, 2018

ATTEST: [Signature]
Village Clerk

ATTEST: [Signature]

Date: May 31, 2018

Date: May 31, 2018

EXHIBIT A

CONSULTANT RESPONSIBILITIES

Consultant agrees to provide Professional services from Jason Vohs for the Village's wastewater treatment facilities as directed by the Village's Director of Public Works.

EXHIBIT B

PAYMENT TERMS

1. **Fee for Services.** The amount paid to Consultant by the Village for the services pursuant to the Agreement shall be Sixty Five and No/100 Dollars (\$65.00) per hour of time spent by Consultant. Consultant shall account for time spent performing services under the Agreement in tenth (0.1) of an hour increments. Consultant shall be reimbursed for project related out-of-pocket expenses. Consultant shall not be reimbursed for travel time, but will be reimbursed mileage expense.

2. **Invoices and Payment.** Consultant shall submit monthly invoices in an approved Village format to the Village Administrator for the actual fees earned and eligible through the date of the invoice. The Village shall pay to Consultant the amount billed within thirty (30) days after receiving such an invoice.

3. **Records.** Consultant shall maintain records showing actual time devoted, type of work performed, shall submit such records in support of its invoices, and shall permit the Village to inspect and audit all data and records of Consultant for work done pursuant to the Agreement.

EXHIBIT C

CONSULTANT'S APRIL 5, 2018 AGREEMENT



Integrated
PUBLIC RESOURCES

AGREEMENT

Mr. Phil Cotter
Village of East Dundee
401 Elgin Ave
East Dundee, IL 60118

Date: April 5, 2018

Job No. _____

PROJECT DESCRIPTION: As needed wastewater services.

SCOPE OF SERVICES:

Integrated Public Resources, LLC agrees to provide the following Scope Of Services for this project:
■ Assistance with the wastewater treatment facilities as directed by the Director of Public Works.

Items Not Included In The Scope Of Services:

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.
■ Applications for IEPA permitting or fees associated with those applications.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope Of Services and fee is based upon the understanding that the Owner will provide the following:
■ Access to sites, materials, and any pertinent operations and maintenance data or information.

The Village of East Dundee, Illinois agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of the Integrated Public Resources, LLC.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

Integrated Public Resources, LLC agrees to provide the Scope Of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
- Lump Sum: \$
- Other: Time and expenses. Jason Vohs rate - \$65.00 per hour

COMPLETION SCHEDULE:

Integrated Public Resources, LLC agrees to complete this project as follows: Commencing services as May 1, 2018.

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and Integrated Public Resources, LLC Is Hereby Authorized To Proceed With The Services.
 This Agreement Confirms Our Written Proposal, Dated:

This Agreement Confirms Our Verbal Estimate Given On _____

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement

OWNER: Village of East Dundee

By: _____

(Authorized Signature)

Title: _____

Date: _____

IPR, LLC

Machesney Park, IL

By: _____

Type In Name TIMOTHY C. BLANK, PE, BCEE

Title: _____

SA, VICE PRESIDENT

Date: _____

4/5/2018

Project

Manager: _____

Jason Vohs

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956

Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025

PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.IPR-P3.COM

1. Integrated Public Resources, LLC (IPR) will bill the Owner monthly with net payment due in ~~fifteen~~ ³⁰ (15) days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, IPR may, after giving forty-eight (48) hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by IPR to collect monies due IPR *pwc*
2. The stated costs and scope of work constitute our best estimate of the costs and tasks required to perform the work as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or project development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the project scope. IPR will promptly inform the Owner in writing of such situations so that changes in this Agreement can be negotiated as required.
3. The stipulated cost is firm for acceptance by the Owner thirty (30) days from date of the agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by IPR in the interest of the project including, but not limited to, equipment rental and testing will be billed to the Owner at invoice cost plus 10%.
6. McMahon, Inc., as a subcontractor to IPR will maintain insurance coverage in the following amounts:

General Liability			
Bodily Injury	- Property Damage Per Incident	\$1,000,000	
	- Annual Aggregate	\$2,000,000	
Automobile Liability			
Bodily Injury		\$1,000,000	
Property Damage		\$1,000,000	
Excess Liability Coverage		\$5,000,000	

Reference amounts stated in village's agreement *pwc*

If the Owner requires coverages or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. IPR's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to such insurance coverages and amounts.

7. Any Opinion Of Probable Cost requires full underground investigations. If, at the Owners option, underground characterization is not completed, the Owner shall bear the cost of unforeseen conditions not covered by contingencies attached to the Opinion Of Probable Cost.
8. When IPR, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed cost only after the Owner has been notified and agrees to these costs.
9. The Owner agrees to provide such legal, accounting, and insurance counseling services as may be required for the project for the Owner's behalf. All unresolved claims, disputes and other matters in question between the Owner and IPR shall be submitted to mediation.
10. Termination of this Agreement by the Owner or IPR shall be effective upon ~~seven~~ ¹⁴ (7) days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between IPR and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, IPR may, upon seven (7) days written notice suspend its services without further obligation or liability to the Owner unless, within such ~~seven~~ ¹⁴ (7) day period the Owner remedies such violation to the reasonable satisfaction of IPR *pwc*
11. Re-use of any documents or Auto-CAD representations pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify, and hold harmless IPR from all claims, damages, and expenses including attorney's fees arising out of such re-use of the documents or Auto-CAD representations by the Owner or by others acting through the Owner.
12. Purchase Orders - In the event Owner issues a purchase order or other instrument related to the project, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order or other similar instrument, it is understood and agreed that IPR shall indicate the purchase order number on the invoices sent to the Owner.
13. IPR will provide all work in accordance with generally accepted industry practices. IPR will not provide or offer to provide work inconsistent with or contrary to such practices. Similarly, IPR will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of work subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
14. IPR intends to serve as the Owner's representative for work as defined in this Agreement and to provide advice and consultation to the Owner.
15. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. IPR shall have no responsibility for such issues or resulting damages.