

# City of Rock Falls

603 W. 10<sup>th</sup> Street  
Rock Falls, IL 61071-2854

*Mayor*  
William B. Wescott  
815-380-5333

*City Administrator*  
Robbin Blackert  
815-564-1366



*City Clerk*  
815-622-1100  
Ext. 4

*City Treasurer*  
Kay Abner  
815-622-1100

Rock Falls City Council Agenda  
Council Chambers  
603 W 10<sup>th</sup> Street, Rock Falls IL 61071

August 18, 2020  
6:30 p.m.

Call to Order at 6:30 p.m.  
Pledge of Allegiance  
Roll Call

## **Audience Requests**

## **Community Affairs**

Bethany Bland, President/CEO, Rock Falls Chamber of Commerce

## **Consent Agenda**

1. Approval of the Minutes of the August 4, 2020 Regular Council Meeting
2. Approval of bills as presented

## **City Administrator Robbin Blackert**

1. Proposal from Terracon Consultants for Asbestos Survey, Micro Industries Building, 200 W 2<sup>nd</sup> St, Rock Falls IL 61071

## **Information/Correspondence**

James Reese, City Attorney  
Brian Frickenstein, City Engineer

## **Department Heads**

## **Alderman Reports/Committee Chairman Requests**

### **Ward 1**

Alderman Bill Wangelin  
Alderman Gabriella Palmer - Finance/Insurance/Investment Committee Chairman

## Ward 2

Alderman Brian Snow – Building Code Committee Chairman

Alderman Casey Babel

## Ward 3

Alderman Jim Schuneman – Utility Committee Chairman/Tourism Committee Chairman

Alderman Rod Kleckler – Public Works/Public Property Committee Chairman

## Ward 4

Alderman Lee Folsom – Police/Fire Committee Chairman

Alderman Violet Sobottka – Ordinance/License/Personnel/Safety Committee Chairman

## **Mayor's Report**

1. Appointment of Chris Heier to the Fire Pension Board, to fill the vacancy created by the retirement of Gary Cook, Term to be immediate through April 2022

## **Executive Session**

1. Personnel – Section 2(c)(1) – Employee hiring, firing, compensation, discipline and performance
2. Collective Bargaining – Section 2(c)(2) – Collective negotiating matters and deliberations concerning salary schedules

## **Action Taken from Executive Session**

## **Adjournment**

Next City Council meeting – 09-01-2020 at 6:30 p.m.

Posted: 08-14-2020

Michelle Conklin, Deputy City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108 promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

REGULAR MEETING MINUTES OF THE MAYOR AND ALDERMEN  
OF THE CITY OF ROCK FALLS

August 4, 2020

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. August 4, 2020 in the Council Chambers by Mayor William B. Wescott.

Deputy City Clerk Michelle Conklin called the roll following the pledge of allegiance. A quorum was present including Mayor Wescott, Aldermen Palmer, Wangelin, Snow, Babel, Schuneman, Kleckler, Folsom and Sobottka. In addition, Attorney Matt Keegan, Attorney James Reese and City Administrator Robbin Blackert were present.

Consent Agenda items 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the July 21, 2020 Regular Council Meeting
2. Approval of bills as presented

A motion was made by Alderman Snow and second by Alderman Sobottka to approve Consent Agenda items 1 and 2.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Palmer to approve Ordinance 2020-2489 - Authorizing Sale of Surplus Property and Further Authorizing the Mayor to Execute an Agreement with Syndeo Networks, Inc. for the Same.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Amendment No. 1 to Redevelopment Agreement between the City of Rock Falls and Zesty Meatloaf.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Palmer and second by Alderman Wangelin to approve the purchase of a 2020 Ford Transit Van for the Twin City Emergency Response Team in the amount of \$27,667.10 from Kunes Country Ford-Lincoln of Sterling.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Palmer and second by Alderman Schuneman for approval of Utility Write-Offs - April 2020 through June 2020

**Vote 8 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Ordinance 2020-2490 - Authorizing a Variance from Certain Provisions of Rock Falls Municipal Code Relating to Construction in the Right-of-Way Pursuant to Petition of U.S. Cellular.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Sobottka to enter into Executive Session for the purpose of:

1. Section 2(c)(21) - Review of Closed Session Minutes
2. Section 2(c)(1) - Personnel - Employee hiring, firing, compensation, discipline and performance

3. Section 2(c)(2) – Collective Bargaining – Collective negotiating matters and deliberations concerning salary schedules

**Vote 8 aye, motion carried. (6:46 p.m.)**

A motion was made by Alderman Snow and second by Alderman Sobottka to return to regular session.

**Vote 8 aye, motion carried. (7:14 p.m.)**

A motion was made by Alderman Snow and second by Alderman Folsom to retain all previously reviewed Executive Session minutes as well as the Executive Sessions minutes that were just reviewed.


**Vote 8, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Folsom to approve the bid from Keith Stouffer for the Assistant Superintendent position in the Water Department pending the Side Letter of Agreement.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Folsom and second by Alderman Sobottka to Adjourn.

**Viva Voce Vote, motion carried. (7:16 p.m.)**

  
Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 08/18/2020

To the Mayor and City Council of the City of Rock Falls, Your Committee on Finance would respectfully report that they have examined the following bills presented against the City, and have found the same correct and would recommend the payment of the various amounts to the several claimants as follows:

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Tourism		3214.84
General Fund		98925.60
TIF-Downtown Redevelopment		311.50
Building Code Demolition Fund		370.50
Industrial Development		110.00
Electric		713022.83
Fiber Optic Broadband	Taxable	39096.50
Sewer		275225.54
Water		25632.31
Garbage Fund		42931.72
Customer Service Center		3731.52
Motor Fuel Tax Fund		\$11,527.47
		\$1,214,100.33

Alderman Kleckler  
Alderman Wangelin  
Alderman Palmer

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/07/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS	996.20	61.75
2796	U.S. CELLULAR	1,242.90	109.58
5185	OUTDOOR NEWS		25.00
689	PITNEY BOWES GLOBAL	1,980.78	2.36
	TOURISM		198.69
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	17,641.00	3,630.00
172	CITY OF ROCK FALLS	996.20	1.00
4392	WILLIAM B WESCOTT	120.00	40.00
689	PITNEY BOWES GLOBAL	1,980.78	0.89
753	ROCK FALLS CHAMBER OF COMMERCE	3,000.00	500.00
	ADMINISTRATION		4,171.89
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS	996.20	0.50
4972	ROBBIN BLACKERT	300.00	100.00
689	PITNEY BOWES GLOBAL	1,980.78	1.45
	CITY ADMINISTRATOR		101.95
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	17,641.00	55.00
172	CITY OF ROCK FALLS	996.20	1.50
689	PITNEY BOWES GLOBAL	1,980.78	59.61
	PLANNING/ZONING		116.11
04	BUILDING		
172	CITY OF ROCK FALLS	996.20	116.05
2797	MARK SEARING	120.00	40.00
689	PITNEY BOWES GLOBAL	1,980.78	11.20
	BUILDING		167.25

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INVOICES DUE ON/BEFORE 08/07/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS	996.20	376.15
689	PITNEY BOWES GLOBAL	1,980.78	87.89
	CITY CLERK'S OFFICE		464.04
06	POLICE		
1165	CEC OF THE SAUK VALLEY INC	1,496.80	129.90
1472	WARD, MURRAY, PACE & JOHNSON	17,641.00	220.00
172	CITY OF ROCK FALLS	996.20	46.25
295	PAM ERBY	300.00	50.00
689	PITNEY BOWES GLOBAL	1,980.78	18.00
	POLICE		464.15
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	996.20	191.85
689	PITNEY BOWES GLOBAL	1,980.78	24.92
	CODE HEARING DEPARTMENT		216.77
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	1,715.84	9.18
5141	CINTAS CORPORATION	219.03	78.75
5258	SUNRISE SUPPLY		92.28
55	ARAMARK UNIFORM SERVICES, INC.	2,887.75	99.70
689	PITNEY BOWES GLOBAL	1,980.78	0.10
T0005346	ESSENCE CHEMICAL COMPANY	1,470.50	1,047.50
	STREET		1,327.51
12	PUBLIC PROPERTY		
533	LECTRONICS, INC.	1,752.00	39.00
	PUBLIC PROPERTY		39.00

INVOICES DUE ON/BEFORE 08/07/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	17,641.00	220.00
172	CITY OF ROCK FALLS	996.20	16.15
295	PAM ERBY	300.00	50.00
423	AT&T	2,965.95	68.87
4655	WHEELHOUSE, INC.	198.50	3,064.16
4796	VERIZON WIRELESS	3,556.36	167.86
689	PITNEY BOWES GLOBAL	1,980.78	5.04
	FIRE		3,592.08
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	17,641.00	110.00
	INDUSTRIAL DEVELOPMENT		110.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
5198	MATTHEWS INTERNATIONAL CORP	311.50	311.50
	DOWNTOWN REDEVELOPMENT		311.50
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	886.76	122.25
1472	WARD, MURRAY, PACE & JOHNSON	17,641.00	770.00
1702	INTERSTATE ALL BATTERY CENTER	151.60	50.97
172	CITY OF ROCK FALLS	996.20	20.90
194	GRUMMERT'S HARDWARE - R.F.	1,715.84	109.13
219	CRESCENT ELECTRIC	799.57	510.33
2451	MENARDS	1,113.27	143.66
283	ANIXTER INC	119,102.00	11,359.55
2851	FASTENAL COMPANY		42.00
4626	ENGEL ELECTRIC CO.	5,240.81	1,155.00
4656	THOMPSON TRUCK AND TRAILER	2,640.19	38.56
4938	MICHLIG ENERGY LTD	60,448.01	11,502.65
4995	CLOUDPOINT GEOSPATIAL	22,993.75	2,433.34
5018	USIC LOCATING SERVICES LLC	2,007.96	595.80



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INVOICES DUE ON/BEFORE 08/07/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5022	AIMS MECHANICAL, LLC	289,656.00	40,968.00
5141	CINTAS CORPORATION	219.03	56.48
631	MURRAY & SONS EXCAVATING, INC	71,763.50	4,665.00
689	PITNEY BOWES GLOBAL	1,980.78	5.01
964	UUSCO		1,812.00
T0001279	PORTER BROTHERS ASPHALT		4,311.00
	OPERATION & MAINTENANCE		80,671.63
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5197	COS SYSTEMS INC	1,000.00	500.00
5207	INTERNET SERVICES PROVIDER NET	13,700.00	4,500.00
5225	SYNDEO NETWORKS INC	40,627.50	33,721.50
5255	SMARTRG INC	1,125.00	375.00
	FIBER OPTIC BROADBAND/TAXABLE		39,096.50
SEWER FUND			
30	SEWER		
4040	ILLINOIS ENVIRONMENTAL		119,019.45
5105	STANLEY CONSULTANTS, INC.	5,167.50	5,300.00
631	MURRAY & SONS EXCAVATING, INC	71,763.50	3,780.00
	SEWER		128,099.45
38	OPERATION & MAINTENANCE		
110	BONNELL INDUSTRIES, INC.	2,525.01	105.44
1472	WARD, MURRAY, PACE & JOHNSON	17,641.00	220.00
172	CITY OF ROCK FALLS	996.20	11.95
34	ALTORFER INC.	729,858.51	53.52
4119	USA BLUE BOOK	3,151.24	910.95
4446	MORING DISPOSAL, INC.	131,957.22	1,200.00
4796	VERIZON WIRELESS	3,556.36	76.02
4995	CLOUDPOINT GEOSPATIAL	22,993.75	2,433.33
5141	CINTAS CORPORATION	219.03	34.05
533	ELECTRONICS, INC.	1,752.00	78.00
689	PITNEY BOWES GLOBAL	1,980.78	5.71
	OPERATION & MAINTENANCE		5,128.97

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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WATER FUND			
48	OPERATION & MAINTENANCE		
110	BONNELL INDUSTRIES, INC.	2,525.01	505.00
1472	WARD, MURRAY, PACE & JOHNSON	17,641.00	220.00
172	CITY OF ROCK FALLS	996.20	25.70
194	GRUMMERT'S HARDWARE - R.F.	1,715.84	66.57
2796	U.S. CELLULAR	1,242.90	217.76
2847	PDC LABORATORIES, INC.	1,182.50	298.00
4207	O'REILLY AUTOMOTIVE INC	1,330.18	33.64
4361	FERGUSON WATERWORKS #2516	30,060.42	16.55
4528	MODERN SHOE SHOP		377.98
4651	MOST PLUMBING & MECHANICAL LLC	2,013.25	512.00
4796	VERIZON WIRELESS	3,556.36	114.03
4995	CLOUDPOINT GEOSPATIAL	22,993.75	2,433.33
55	ARAMARK UNIFORM SERVICES, INC.	2,887.75	97.83
689	PITNEY BOWES GLOBAL	1,980.78	2.35
T0005121	DORNER COMPANY		2,594.70
	OPERATION & MAINTENANCE		7,515.44
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	17,641.00	55.00
	GARBAGE		55.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS	996.20	153.25
689	PITNEY BOWES GLOBAL	1,980.78	46.25
760	ROCK FALLS POSTMASTER	7,240.00	3,500.00
	CUSTOMER SERVICE CENTER		3,699.50
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5085	ASPHALT SALES CO		10,884.74
	MOTOR FUEL TAX		10,884.74
	TOTAL ALL DEPARTMENTS		286,432.17

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INVOICES DUE ON/BEFORE 08/14/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	9.15
2528	LAMAR ADVERTISING COMPANY	4,605.00	1,535.00
5118	SIKICH, LLP	5,000.00	1,000.00
T0004396	NORTHWEST IL FILM OFFICE		436.00
T0004900	FINE LINE ENGRAVING		36.00
	TOURISM		3,016.15
GENERAL FUND			
01	ADMINISTRATION		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	9.15
4331	CIRCUIT CLERK OF LEE COUNTY		300.00
5118	SIKICH, LLP	5,000.00	10,000.00
795	SBM BUSINESS EQUIPMENT CENTER	3,634.14	14.50
	ADMINISTRATION		10,323.65
02	CITY ADMINISTRATOR		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	4.57
795	SBM BUSINESS EQUIPMENT CENTER	3,634.14	14.50
	CITY ADMINISTRATOR		19.07
04	BUILDING		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	18.30
	BUILDING		18.30
05	CITY CLERK'S OFFICE		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	18.30
795	SBM BUSINESS EQUIPMENT CENTER	3,634.14	107.00
	CITY CLERK'S OFFICE		125.30
06	POLICE		

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INVOICES DUE ON/BEFORE 08/14/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	1,441.89
2380	AUTOZONE	143.01	37.04
350	GISI BROS. INC.	3,370.14	112.74
4508	LEXISNEXIS RISK SOLUTIONS	120.00	30.00
4572	CHARLES SCHWAB & CO INC	324,251.02	25,716.23
5096	TREASURER, STATE OF ILLINOIS	60.00	5.00
5097	ILLINOIS STATE POLICE	360.00	30.00
5098	ILLINOIS OFFICE OF THE	360.00	30.00
5167	PORTER LEE CORPORATION		919.00
5277	PAPER RECOVERY SERVICE CORP	135.00	75.00
533	ELECTRONICS, INC.	1,869.00	318.00
651	NICOR	6,761.88	33.71
683	P. F. PETTIBONE & CO.	35.00	17.00
T0003285	APRIL HOUSE		2,000.00
	POLICE		30,765.61
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	2,403.25	724.38
	CODE HEARING DEPARTMENT		724.38
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	1,301.98
194	GRUMMERT'S HARDWARE - R.F.	1,900.72	26.98
4207	O'REILLY AUTOMOTIVE INC	1,363.82	28.99
4827	KELLEY WILLIAMSON COMPANY	3,109.58	533.72
55	ARAMARK UNIFORM SERVICES, INC.	3,085.28	88.60
T0005357	TAX-EXEMPT LEASING CORP		37,961.81
	STREET		39,942.08
12	PUBLIC PROPERTY		
1279	WILCO RENTAL	1,499.17	11.22
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	3,560.26
4640	TERRACON CONSULTANTS	1,037.50	1,052.50
651	NICOR	6,761.88	120.31
	PUBLIC PROPERTY		4,744.29

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INVOICES DUE ON/BEFORE 08/14/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	1,419.01
651	NICOR	6,761.88	101.16
T0003588	DIXON PROP SHOP		82.00
	FIRE		1,602.17
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	23,141.00	370.50
	BUILDING CODE DEMOLITION FUND		370.50
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	10,256.67
1449	QUALITY READY MIX	9,674.88	110.00
1853	MOORE TIRES INC.	2,718.77	719.32
194	GRUMMERT'S HARDWARE - R.F.	1,900.72	10.79
2780	IMBCA		1,921.47
4148	BHMG ENGINEERS	190,544.15	3,173.46
4215	POWER LINE SUPPLY	13,100.66	99.00
437	ILLINOIS MUNICIPAL ELECTRIC	957,563.74	609,982.03
4626	ENGEL ELECTRIC CO.	6,395.81	1,812.00
5118	SIKICH, LLP	5,000.00	4,000.00
533	ELECTRONICS, INC.	1,869.00	149.00
67	B & D SUPPLY CO.	141.63	38.95
T0005356	D & A PROPERTIES		78.51
	OPERATION & MAINTENANCE		632,351.20
SEWER FUND			
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	58,272.08	6,091.20
5256	BDP INDUSTRIES		12,632.21
T0005358	VISU-SEWER OF ILLINOIS LLC		91,555.92
	SEWER		110,279.33

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INVOICES DUE ON/BEFORE 08/14/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	22,005.64
1449	QUALITY READY MIX	9,674.88	645.00
194	GRUMMERT'S HARDWARE - R.F.	1,900.72	26.08
2517	WM CORPORATE SERVICES, INC	7,713.20	594.46
3010	CUSTOM MONOGRAM	2,252.50	590.60
34	ALTORFER INC.	729,912.03	69.01
4827	KELLEY WILLIAMSON COMPANY	3,109.58	594.52
5118	SIKICH, LLP	5,000.00	2,000.00
631	MURRAY & SONS EXCAVATING, INC	80,208.50	4,749.00
651	NICOR	6,761.88	443.48
	OPERATION & MAINTENANCE		31,717.79
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	30,076.97	2,364.21
	WATER		2,364.21
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,009.01	43.46
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	7,266.67
1449	QUALITY READY MIX	9,674.88	1,401.25
194	GRUMMERT'S HARDWARE - R.F.	1,900.72	38.94
2451	MENARDS	1,256.93	244.25
2606	MIKE'S REPAIR SERVICE	457.80	71.99
4361	FERGUSON WATERWORKS #2516	30,076.97	1,288.82
4651	MOST PLUMBING & MECHANICAL LLC	2,525.25	2,860.00
4827	KELLEY WILLIAMSON COMPANY	3,109.58	180.00
5118	SIKICH, LLP	5,000.00	2,000.00
651	NICOR	6,761.88	240.38
67	B & D SUPPLY CO.	141.63	116.90
	OPERATION & MAINTENANCE		15,752.66
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	133,157.22	41,876.72

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/14/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GARBAGE FUND			
50	GARBAGE		
5118	SIKICH, LLP	5,000.00	1,000.00
	GARBAGE		42,876.72
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1289	CITY OF ROCK FALLS UTILITIES	145,509.04	32.02
	CUSTOMER SERVICE CENTER		32.02
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS, INC.	1,099.86	642.73
	MOTOR FUEL TAX		642.73
	TOTAL ALL DEPARTMENTS		927,668.16



July 24, 2020

City of Rock Falls  
603 West 10<sup>th</sup> Street  
Rock Falls, Illinois 61071-1523

Attn: Robbin Blackert  
P: 815-564-1366  
E: rblackert@rockfalls61071.com

RE: Proposal for Asbestos Survey  
Micro Industries Building  
200 West 2<sup>nd</sup> Street  
Rock Falls, Illinois  
Terracon Proposal No. P11207175

Dear Ms. Blackert:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to City of Rock Falls to provide asbestos-containing material (ACM) survey services for the above-referenced site.

## A. PROJECT INFORMATION

The site is located at the northwest corner of 2<sup>nd</sup> Avenue and 2<sup>nd</sup> Street in Rock Falls, Whiteside County, Illinois. The site consists of an approximately 1.55-acre tract of land located at 200 West 2<sup>nd</sup> Street, Rock Falls, Illinois (Whiteside County PIN #11-28--276-002 and 004). The site is improved with five interconnected structures totaling approximately 150,000-square feet with no basement and asphalt parking lot.

We understand the existing structures are being considered for demolition and require asbestos surveys before the buildings can be razed. Terracon was provided with a Structure Inspection and Assessment report for the site dated 2019 and prepared by Willett Hofmann and Associates. The complex consists of five structures that are connected internally. The oldest building is located on the west end of the site and the most recently constructed is on the east side of the site. See the attached diagram that was generated based on our review of the Willett Hofmann and Associates report. Framing failure and significant timber decay were noted in Building C, Building E (especially the north wall). The report recommended repairs and/or demolition of Buildings C and E. Deterioration of Building D was noted and recommendations for monitoring were made. If unsafe conditions are noted during our survey, we will notify you and stop assessing that portion of the building. If this information is not accurate, please inform us immediately so we can review our proposed scope of services and make any necessary revisions.

Terracon Consultants, Inc. 192 Exchange Blvd. Glendale Heights, IL 60139  
P [630] 717-4263 F [630] 357-9489 [www.terracon.com](http://www.terracon.com)

Environmental



Facilities



Geotechnical



Materials



## **B. SCOPE OF SERVICES**

Due to the delapidated condition of the building, Terracon will mobilize a two person team that will include a State of Illinois Department of Public Health (IDPH) licensed asbestos building inspector to conduct an asbestos survey of the buildings as required by United States Environmental Protection Agency (USEPA) regulation 40 Code of Federal Regulations (CFR) 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP) prior to renovation and/or demolition.

Terracon will conduct a visual assessment of the interior and exterior of the buildings to identify and quantify materials suspected of containing asbestos (suspect asbestos-containing material (ACM)). Suspect ACM will be physically assessed for friability and evidence of damage or degradation.

Based upon the findings of the visual assessment, bulk sample collection will be conducted in accordance with the sampling protocols outlined in USEPA 40 CFR Part 763-Asbestos, Subpart E-Asbestos-Containing Materials in Schools (40 CFR 763; known as the Asbestos Hazard Emergency Response Act [AHERA]).

A minimum of three samples per homogeneous area of suspect material will be collected and sample collection will result in some isolated damage; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. Sampling will be limited to readily visible and accessible suspect building materials. As the building is slated for demolition, Terracon may perform sampling that requires demolition or destructive activities such as knocking holes in walls, dismantling equipment or removing protective coverings. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel. Sampling will not include suspect materials that cannot be safely reached with provided ladders or man-lifts.

Terracon will sample the roofing only if reasonable access can be obtained, based on the provided Structure Inspection and Assessment report the roofs of the buildings may not be structurally sound. If the roofing is unsound suspect materials will be assumed to be ACM until the materials can be sampled. As the accessible roofing will be sampled as part of this survey, City of Rock Falls must agree to defend and hold Terracon harmless from subsequent liability and damages that may result from sampling the roofing materials. Terracon will apply temporary patching to roof sample locations, but it is recommended that a roofing contractor be retained to repair areas damaged during the roof sampling. We have attached a roofing sampling release, which must be executed prior to sampling roofing materials.

## Proposal for Asbestos and Lead-Based Paint Survey

Micro Industries Building ■ Rock Falls, IL

July 24, 2020 ■ Proposal No: P11207175



Collected bulk samples will be submitted under chain of custody (COC) to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), for analysis by visual estimation using polarized light microscopy/dispersion staining (PLM/DS) techniques in accordance with USEPA's *Method for the Determination of Asbestos in Bulk Building Materials* (600/R-93/116), on a turn-around time (TAT) of five business days following receipt by the laboratory.

When PLM analysis of friable bulk samples identifies greater than zero, but less than 10% asbestos, USEPA regulation 40 CFR Part 61 (NESHAP) states the analysis should be verified with the more quantitative point counting technique. If point counting is not performed these friable material samples must be considered ACM, including those reported with asbestos content of greater than 0%, but less than or equal to 1%. If PLM analysis reveals the presence of asbestos in the range described above, Terracon will contact City of Rock Falls to discuss the merits of point count analysis. City of Rock Falls approval will be obtained before authorizing re-analysis.

When PLM analysis of nonfriable material samples, such as vinyl/asphaltic products (floor tiles/floor sheeting, mastics, shingles etc.), where small, thin asbestos fibers may have been potentially milled into the non-organic binder matrix, identifies the amount of asbestos as non-detected, USEPA recommends these materials be further analyzed using transmission electron microscopy (TEM) due to the difficulty in analyzing such small, thin asbestos fibers in resin-bound materials by PLM analysis. If this scenario presents itself, Terracon will contact City of Rock Falls to discuss the merits of TEM analysis. City of Rock Falls approval will be obtained before authorizing reanalysis.

### Report

Terracon will prepare a technical report describing the sample methodology and the results of the survey. The report will describe the number, type, and location of suspect ACM samples, the analytical results, representative photographs, and the estimated quantity and the condition of materials identified as ACM. Terracon will provide recommendations as to any additional sampling or remediation procedures that may be deemed necessary, based on regulatory requirements, guidelines and industry standards. One full electronic version (PDF®) of the report will be submitted.

### Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report will be submitted within 25 business days after receipt of your written notice to proceed, assuming site access can be obtained within three days after the notice to proceed. If this schedule is unacceptable, please let Terracon know and we will attempt to revise the schedule. To comply with the proposed schedule, the following items are required to be provided by the Client at the time of notification to proceed:

- A signed notice to proceed evidencing acceptance of this scope of services;
- Right of entry to conduct the assessment, including unrestricted access to building interiors and roofs;

- Notification of any restrictions or special requirements (such as confidentiality) regarding accessing the site.

### Scope and Report Limitations

The findings and conclusions presented in the final report will be based on the site's current utilization and the information collected as discussed in this proposal. The analysis, comments, and recommendations presented in the written report will be based on the information collected as described in this proposal. If requested by City of Rock Falls, Terracon may provide a verbal report prior to completion of a final written report. The content of the final written report takes precedence over any verbal reports, which may be provided.

Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report.

As indicated herein, this survey will be limited to readily and safely accessible areas of the subject property. Terracon cannot guarantee a building or building components to be hazard-free as the possibility exists that suspect materials may be hidden from sight or in inaccessible locations, or the homogeneous construction areas identified may not be truly homogeneous.

The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

### Reliance

Our report will be prepared for City of Rock Falls exclusive use and reliance. Reliance by any other party is prohibited without our mutual written authorization. If City of Rock Falls is currently aware of additional parties that will require reliance on the report, the names, addresses, and relationship of these parties should be provided for our approval before authorization to proceed. Terracon will grant reliance on our report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). In the future and with City of Rock Falls prior consent, we may grant reliance to additional third parties. Each additional party will be required to execute a Terracon Reliance Agreement and may be required to submit a reliance fee of \$250. Reliance on the report by City of Rock Falls and all other authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement(s), and our report.

### C. COMPENSATION

The services proposed herein will be conducted for the following lump sum fee of **\$13,525.00**. The fee includes mobilization to the site and includes up to 250 PLM bulk samples analyzed on a 5-day TAT. If additional samples are necessary, the samples will be invoiced at \$15.00 per sample with City of Rock Falls approval.

Terracon will proceed with these services in accordance with written authorization. If activities outlined herein do not reflect your intended objectives, a modification of the proposed scope can be prepared. If conditions are encountered at the site, which require significant changes in the scope of services which will increase the cost of the services, you will be contacted for discussion and approval of such changes before we proceed.


Terracon's invoice will be submitted at the completion of our services or on a 30-day billing cycle, whichever comes first. If our scope of services extends beyond 30 days, you may be invoiced for a portion of the project services that have been completed to date.

#### D. AUTHORIZATION

The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid if authorized within 60 days from the proposal date. This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to [dave.moon@terracon.com](mailto:dave.moon@terracon.com).

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,  
**Terracon Consultants, Inc.**



Heather E. Eckard  
Project Manager

for



Mitch Reiber, CIH  
Principal

Attachment: Roof Sampling Authorization  
Agreement for Services

## ROOF SAMPLING AUTHORIZATION

Terracon Consultants, Inc. has been requested by our Client, the proposed building purchaser, to sample the currently installed roofing materials for determination of the presence of asbestos containing materials. The sampling and analysis is being conducted for informational purposes.

As part of the sampling procedure, it may be necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate. Terracon will repair the roof by applying temporary patching at the sample locations. The Client, building owner, and occupants should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon recommends that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched.

Your acknowledgement of the proposed sampling is requested below.

- I have read the above and will allow sampling of the roofing materials.  
 I have read the above and will not allow sampling of the roofing materials.

200 West 2<sup>nd</sup> Street, Rock Falls, Illinois  
Building Name or Address

City of Rock Falls  
Client Name / Entity

\_\_\_\_\_  
Printed Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Rock Falls, Illinois ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the ACM Survey - Micro Industries Building project ("Project"), as described in Consultant's Proposal dated 07/17/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **7/24/2020**  
Name/Title: **J. David Moon / Department Manager**  
Address: **192 Exchange Blvd**  
**Glendale Heights, IL 60139-2089**  
Phone: **(630) 717-4263** Fax: **(630) 357-9489**  
Email: **Dave.Moon@terracon.com**

Client: **City of Rock Falls, Illinois**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Robbin Blackert /**  
Address: **603 W 10th St**  
**Rock Falls, IL 61071-1523**  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: **rblackert@rockfalls61071.com**