

# VILLAGE OF ITASCA COMMITTEE OF THE WHOLE MEETING AGENDA

May 19, 2020  
7:00 p.m.

**THE VILLAGE BOARD MEETING WILL BE CONDUCTED THROUGH ZOOM**

**TO PARTICIPATE BY PHONE:**

**Call:** 312-626-6799

**Enter Meeting Id:** 973 3894 9461

**Participant Id:** #

*Questions & Comments may also be emailed to prior to the meeting to [deputyclerk@itasca.com](mailto:deputyclerk@itasca.com).  
To be read into the record, statements must be received no later than 6:30 p.m. on the day of the meeting.*

**President:** Jeffery J. Pruyn Phone: 630-773-0835

**Trustees:** Jeff Aiani

Dino Gavanis

Michael J. Latoria

Ellen Leahy

Kathy Linsner

Frank Madaras

**Clerk:** Jody A. Conidi

**Administrator:** Carie Anne Ergo

1. Call to Order; Roll Call
2. Pledge of Allegiance
3. Audience Participation
4. Presentation of Meeting Minutes
  - a. Committee of the Whole – May 5, 2020

Documents:

[20200505 COW MTG MINUTES.PDF](#)

5. President's Comments
6. Community Development Committee  
Chair Trustee Latoria; Co-Chair Trustee Gavanis

7. Capital & Infrastructure Committee

Chair Trustee Aiani; Co-Chair Trustee Latoria

- a. Discussion and possible action regarding Task Order 17-R0437.02 with Robinson Engineering, Ltd. for Phase II Design Engineering for the Bloomingdale Road Reconstruction Project

Documents:

[CAP A - BLOOMINGDALE RECONSTRUCTION.PDF](#)

- b. Discussion and possible action regarding Task Order 20-R0127 with Robinson Engineering, Ltd. for Design and Construction Engineering for the 2020 Annual Sidewalk Replacement Program

Documents:

[CAP B - ANNUAL SIDEWALK PROGRAM.PDF](#)

8. Finance & Operations Committee

Chair Trustee Madaras; Co-Chair Trustee Linsner

- a. Discussion and possible action regarding continuing an Information Technology Support Services Agreement with Enhanced Networks

Documents:

[FIN A - ENHANCED NETWORK.PDF](#)

9. Intergovernmental Committee

Chair - Trustee Leahy; Co-Chair Trustee Aiani

10. Department Head Reports

11. Village Administrator Report

12. Old Business

13. New Business

14. Closed Session

15. Adjournment





Village of Itasca  
Committee of the Whole Regular Meeting Minutes  
Tuesday, May 5, 2020  
Immediately Following the Village Board of Trustees Meeting  
Via Zoom Video Communications

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**1. Call to Order**

Mayor Pruyn called to order the Committee of the Whole Regular Meeting at 7:20 p.m.

**Roll Call**

PRESENT: Mayor Jeff Pruyn, Trustee Dino Gavanis, Trustee Ellen Leahy, Trustee Jeff Aiani, Trustee Frank Madaras, Trustee Kathy Linsner.

ABSENT: Trustee Mike Latoria.

Others Present: Safety Director Bob O'Connor, Community Development Director Shannon Malik Jarmusz, Administrative Services Manager Jessica Spencer, Village Engineering Consultant Mark Wesolowski, Public Works Director Ross Hitchcock, Village Deputy Clerk Deane Curelo, Village Administrator Carie Anne Ergo, Village Attorney Chuck Hervas, Village Clerk Jody Conidi.

**2. Pledge of Allegiance**

Recited at the preceding Village Board Meeting.

**3. Audience Participation**

Deputy Clerk Curelo read comments submitted by DuPage County Public Works Director Nicholas Kottmeyer thanking the Village Board for the opportunity to comment on the proposed Intergovernmental Agreement for the Nordic Wastewater Treatment Plant, fully supporting the agreement, and appreciation for staff's professionalism through the process.

**4. Meeting Minutes**

**a. Committee of the Whole Meeting Minutes – April 21, 2020**

Trustee Linsner moved to approve the Committee of the Whole Meeting Minutes of April 21, 2020. Trustee Leahy seconded. Motion carried by unanimous voice vote.

**5. President's Comments**

Mayor Pruyn had no comments.

**6. Community Development Committee Report**

Chair: Trustee Latoria, Co-Chair: Trustee Gavanis

**a. Nordic Wastewater Treatment Plant – Intergovernmental Agreement**

Trustee Madaras moved to recommend approval of Resolution 1205-20, "A Resolution Approving an Intergovernmental Agreement with DuPage County Concerning the Nordic Wastewater Treatment Plant". Community Development Director Malik Jarmusz reported site plans were approved in June 2019, and DuPage County will review perform inspections based on Village codes and the Village will provide final approvals resulting in cost savings for DuPage County and reduced Village staff time and expenses. Trustee Linsner seconded. Motion carried by unanimous voice vote.

**7. Capital and Infrastructure Committee Report**

Chair: Trustee Aiani, Co-Chair: Trustee Latoria

**a. 2019-2020 Cured in Place Pipelining Program – Payment 1 and Final**

Trustee Aiani moved to recommend approval of Payment 1 and Final in the amount of \$54,680.20 to Insituform Technologies, LLC for the 2019-2020 Cured in Place Pipelining Program. Trustee Leahy seconded. Motion carried by unanimous voice vote.

**b. 2019 Ardmore and Prospect Avenue Elevated Tanks Painting Program – Payment 11**

Trustee Aiani moved to recommend approval of Payment 11 in the amount of \$95,830.02 to Jetco, Ltd. for the 2019 Ardmore and Prospect Avenue Elevated Tanks Painting Program. Trustee Leahy seconded. Motion carried by unanimous voice vote.

**8. Finance and Operations Committee Report**

Chair: Trustee Madaras, Co-Chair: Trustee Linsner

**a. 2020-2021 Health, Dental, and Life Insurance – Contract Renewal**

Trustee Madaras moved to recommend approval for the renewal of the Village's health, dental, and life insurance policies for 2020-2021 as members of the Intergovernmental Personnel Benefit Cooperative (IPBC) with the addition of VSP vision care and voluntary life and AD&D coverage for employees and family members. The policies are renewable July 1, 2020 with a Blue Cross and Blue Shield of Illinois (BCBSIL) PPO plan rate increase of 4.3% and HMO plan rate increase of 5.1%. Trustee Leahy seconded. Motion carried by unanimous voice vote.

Mayor Pruyn reported a Finance and Operations Meeting is scheduled for Tuesday, May 12, 2020 at 7:00 p.m. to discuss the 2020-2021 Budget.

**9. Intergovernmental Committee Report**

Chair: Trustee Leahy, Co-Chair: Trustee Aiani

Trustee Leahy reported the taxing bodies continue to hold weekly phone meetings and requested the annual electronics recycling event be rescheduled for later in the year and residents be provided information about other community recycling events.

**10. Department Head Reports**

**Police Department**

Safety Director O'Connor reported Friday, May 1, 2020 police officers responded to a domestic stabbing at the Extended Stay America Hotel and complaint of a large party in the parking lot at Hamilton Lakes Apartments; when responding to complaints of customers refusing to wear protective masks in a business, the manager on duty will first address the customer to comply or vacate, next a police officer will be dispatched to require the customer to comply or vacate, and finally the police officer may follow up with a citation later; there are 80 COVID-19 cases in incorporated and unincorporated Itasca including 27 at Forest View Rehabilitation and Nursing Center; police officers stay outside when responding to an illness but are required to enter when responding to a death; and the Itasca Park District is posting COVID-19 guidelines at tennis courts. Director O'Connor thanked Trustee Linsner for providing a supply of goggles, masks, and cleaner for staff.

**Community Development Department**

Community Development Director Malik Jarmusz reported W.S. Darley, 325 Spring Lake Drive, provided N95 masks for staff.

**Administrative Services Department**

Services Manager Jessica Spencer reported any donations to the Itasca Food Pantry received with utility payments are being forwarded to the Food Pantry; Jake Sheldon was hired for the Utility Billing/Accounts Receivable position; making changes to Village Hall for when it reopens; the Illinois Municipal League (IML) recommends municipalities reduce budgets by 30%; and the 2020-2021 budget can absorb a 30% reduction.

**Engineering Services**

Village Engineer Wesolowski reported pedestrian improvements along the I-390 corridor are continuing; the Arlington Heights Road construction is waiting of Illinois Department of Transportation (IDOT) approvals; and the Ardmore Avenue elevated water tank is nearing completion in one or two weeks.

**Public Works Department**

Public Works Director Hitchcock reported an Arlington Heights Road construction notice with weekly engineering updates is posted online; and Metra is redoing the train platform.

**Village Attorney**

Village Attorney Hervas had no report.

**Village Clerk**

Village Clerk Conidi had no report.

**11. Village Administrator Report**

Village Administrator Ergo reported IML released budget reduction predictions of zero to 30% and the reductions were applied to the 2020-2021 budget based on budget item.

Trustee Latoria joined the meeting at 8:15 p.m.

**12. Old Business**

No Old Business.

**13. New Business**

Mayor Pruyn reported DuPage County passed an ordinance waiving penalties for delayed real estate tax payments if residents affected by COVID-19 complete a waiver application and the waiver is approved.

**14. Closed Session**

No Closed Session.

**15. Adjournment**

Trustee Madaras moved to adjourn the Committee of the Whole Regular Meeting at 8:18 p.m. Trustee Linsner seconded. Motion carried by unanimous voice vote.

Submitted this 5th day of May 2020.

**TASK ORDER 17-R0437.02**

In accordance with Paragraph 1.01 of the Agreement between the Village of Itasca ("Owner") and Robinson Engineering, Ltd. ("Engineer") for General Professional Services dated January 2013 ("Agreement"), Owner and Engineer agree to as follows:

1 Specific Project Data

A. Title: **Bloomington Road STP Reconstruction Project**  
 B. Description: **Phase II Engineering for Bloomington Road from Rohlwing Road to Irving Park Road, including the reconstruct the existing pavement while maintaining the existing two-lane configuration from Lombard Road to Irving Park Road - including the elimination of the roadway shoulder and ditches and installation of new curb and gutter; resurfacing of the pavement from Rohlwing Road to the Itasca Village limits; and enhanced visibility of pedestrian cross walks; all in accordance with the Design Approval granted by IDOT/FHWA for the Phase I Study.**

2 Services of Engineer:

**Design Engineering Services** - Initial consultation with Village staff; site visits and project meetings; supplemental field topography and data processing; engineering design; coordination with IDOT; preparation of land acquisition documents (temporary easement plats and legal descriptions); preparation of contract plans, special provisions and costs estimate; preparation of estimate of construction time; all as required to achieve a contract letting by IDOT. Scope includes site visits & lab testing for CCDD compliance, pavement cores and soil borings with geotechnical report to be prepared by Geocon Professional Services (GPS), plus land appraisal and negotiation services by Mathewson Right of Way Company (MROWCO).

Principal Engineer 1	22 HR	@	\$198 /HR	=	\$4,356
Senior Project Manager 1	100 HR	@	\$174 /HR	=	\$17,400
Senior Project Manager 2	20 HR	@	\$188 /HR	=	\$3,760
Project Engineer 2	523 HR	@	\$128 /HR	=	\$66,944
Senior Engineer 2	108 HR	@	\$168 /HR	=	\$18,144
Chief Land Surveyor	32 HR	@	\$158 /HR	=	\$5,056
Land Surveyor 3	60 HR	@	\$142 /HR	=	\$8,520
Field Superintendent	5 HR	@	\$154 /HR	=	\$770
Field Survey Crew	32 HR	@	\$115 /HR	=	\$3,680
CAD Manager	32 HR	@	\$136 /HR	=	\$4,352
CAD Technician 2	354 HR	@	\$109 /HR	=	\$38,586
Senior Geologist	16 HR	@	\$158 /HR	=	\$2,528
Administrative 1	16 HR	@	\$75 /HR	=	\$1,200
<b>Subtotals:</b>	<b>1320</b>				<b>\$175,296</b>
	<i>Geocon</i>				<b>\$12,785</b>
	<i>MROWCO</i>				<b>\$19,500</b>
Direct Costs (CCDD Testing & Title Commitments)					<b>\$2,300</b>
				<b>Total Not to Exceed Cost:</b>	<b>\$209,881</b>

**Exclusions:** Construction Engineering Services - will need to follow QBS process.

Note: The Estimated Construction cost for this project is approximately \$2,400,000. The Design Engineering fee of \$175,996 is 7.3% of construction. The additional costs include soil testing and right of way services which equates to approximately 17% of the total cost of \$209,881.


**VILLAGE OF ITASCA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ROBINSON ENGINEERING, LTD.**

By:  \_\_\_\_\_

Title: Aaron E. Fundich, PE, Exec. Vice President

Date Signed: 05-12-20 \_\_\_\_\_

**TASK ORDER 20-R0127**

In accordance with Paragraph 1.01 of the Agreement between the Village of Itasca ("Owner") and Robinson Engineering, Ltd. ("Engineer") for General Professional Services dated January 2013 ("Agreement"), Owner and Engineer agree to as follows:

1 Specific Project Data

- A. Title: **2020 Annual Sidewalk Program**
- B. Description: **Design and Construction Engineering services for the annual sidewalk removal and replacement program at various locations throughout the Village.**

2 Services of Engineer:

**Design Engineering Services** - Physical site inspection; Field investigations necessary to develop a list of sidewalk removal and replacement locations to address trip hazards greater than 1 1/2-inch; Preparation of contract documents, specifications, and appropriate bidding documents, including advertisement for bids (published by Owner) for construction contract; administration of bidding process including response to bidder questions; conduct pre-bid meeting if required; assist Owner with bid openings; review all bids received, prepare bid tabulations and recommend construction contract award to the Owner, and all related contract administration. Construction cost is estimated to be approximately \$100,000.

**Construction Engineering Services** - Pre-construction meeting & documentation; Provide part-time construction observation; coordination with Owner and contractor and utility companies as needed; documentation of quantities; review of contractor invoices; and contract administration/management.

Principal Engineer 1	2 HR	@	\$198 /HR	=	\$396
Senior Project Manager 1	20 HR	@	\$174 /HR	=	\$3,480
Project Engineer 2	16 HR	@	\$128 /HR	=	\$2,048
Resident Engineer 2	80 HR	@	\$136 /HR	=	\$10,880
CADD Manager	4 HR	@	\$136 /HR	=	\$544
Administrative 2	8 HR	@	\$75 /HR	=	\$600
<b>Total Not-to-Exceed Cost:</b>					<b>\$17,948</b>

Note: The Estimated Construction cost for this project is approximately \$100,000. The Design Engineering fee of \$10,000 is approximately 10% of construction. The Construction Engineering fee of \$7,948 is approximately 8% of construction.

**VILLAGE OF ITASCA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ROBINSON ENGINEERING, LTD.**

By:  \_\_\_\_\_

Title: Aaron E. Fundich, PE, Exec. Vice President

Date Signed: 05-12-20 \_\_\_\_\_





## MEMORANDUM

**TO:** Village Administrator

**FROM:** Dan Corcoran, IT Director

**DATE:** May 1, 2020

**SUBJECT:** Discussion and possible action regarding continuing a Information Technology Support Services Agreement with Enhanced Networks.

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### **Introduction**

To discuss continuing an agreement with Enhanced Networks for Information Technology support services.

### **Discussion**

The Village Board approved a support services agreement for budget year 2019-2020 with Enhanced Networks that ended on April 30, 2020. The IT Department would like to sign a new agreement with Enhanced Networks for the 2020 -2021 budget year.

Enhanced Networks was chosen by the IT Director last year to comply with Section 30.110 (L) of the Itasca Code of Ordinances states as follows: "No purchase, acquisition, construction or other contract or any increase to an existing contract of any type shall be made in excess of \$5,000 except by approval of the Village Board."

Enhanced Networks remains the Village IT vendor because of their familiarity with the village wide area network, gained from their previous experience working with the village's SCADA system. Preserving continuity in information technology support reduces the learning curve when providing support for the Village network and provides a knowledgeable back-up should the IT Director be unavailable. The IT Director currently sees no reason to change vendors as it would not be in the Village's best interest.

The attached agreement covers all services provided by Enhanced Networks beginning May 1, 2020 through April 30, 2021.

### **Fiscal Impact**

All expenditures have been approved through the budget process

### **Staff Recommendation**

The IT Director recommends that the Village Board accept support and approve the new Enhanced Networks Support Service Agreement.

### **After Action Steps**

File Executed Contract with Deputy City Clerk - IT



Enhanced Networks, Inc.

25659 Hillview Court

Mundelein, IL 60060

(847) 393-7008

[www.enhancednetworks.com](http://www.enhancednetworks.com)

## Support Service Agreement

Customer: Village of Itasca

Enhanced Networks Inc. Project: 0791635

This agreement is made this \_\_\_\_\_, 2020 by and between Enhanced Networks, Inc. and Village of Itasca ("Customer"). By Accepting this agreement and subject to the terms and conditions of this Agreement, Enhanced Networks Inc. agrees to provide support services based on the services indicated below and in connection with Attachment A (Service Definitions), Attachment B (Hourly Rates Discounted Column), and Attachment C (Terms and Conditions)

### Time Period and Payment

Start Date: May 1, 2020

End Date: April 30, 2021

This agreement is for one year starting May 1, 2020 ending April 30, 2021. This is a time and materials agreement where the Village of Itasca utilizes the sole IT services of Enhanced Networks, Inc. and is billed based upon the agreed discounted hourly rate structure. If the Village of Itasca utilizes IT services outside of Enhanced Networks, Inc. the standard hourly rate structure will apply. Carie Anne Ergo and Dan Corcoran will be the Village of Itasca contacts. All work performed for the Village of Itasca will be directed by these contacts. Site contacts are needed to keep labor tasks reduced as well as managed from the Village perspective. Any staff member other than one of the contacts listed above will need approval before Enhanced Networks, Inc. can proceed.

All labor will be tracked and billed accordingly to the service definition outlined in Attachment A and B. After each month a labor detail and invoice will be sent to a site contact which will describe (with comments) all work performed during the previous month.

Enhanced Networks, Inc. will **not** charge travel mileage expenses to the Village of Itasca. All other expenses (hardware, software, licensing, licensing renewals, etc.) will be handled separate from this agreement. Tom Theobald will be the primary contact and project manager from Enhanced Networks, Inc. for the duration of this contract unless mutual agreement for change is reached with Customer and Enhanced Networks, Inc.

### Authorization

The undersigned hereby enter into the agreement as described herein:

Customer

Enhanced Networks, Inc.

4-11-2020

\_\_\_\_\_  
*Authorization By*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Authorization By*

\_\_\_\_\_  
*Date*

## **Attachment A - Service Definitions**

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### **Management Consulting**

- Budget recommendation consulting,
  - Provide annual budget recommendation planning assistance.
- Project Management and Labor detail coordination.

### **Network Consulting**

- WatchGuard or Cisco consulting, programming, or maintenance.
- VLAN Consulting, programming, or maintenance.
- Layer -3 Consulting, programming, or maintenance.

### **Database Consulting**

- Microsoft Access or SQL database consulting, programming, or maintenance.
- Government specific application database consulting, programming, or maintenance.

### **Server Consulting**

- VMware and Hyper-V consulting, programming, or maintenance.
- Active Directory consulting, programming, or maintenance.
- Server-side Application or Government Application specific consulting, programming, or maintenance.

### **Telecom Consulting**

- Mitel Phone System assistance.
- Work with Village Preferred vendor TIG to troubleshoot or repair services.
- Handset or Voicemail assistance.

### **Desktop Consulting**

- Microsoft Windows, Mac OS, and Google Chrome operating system consulting, programming, or maintenance.
- Hardware and software consulting, programming, or maintenance. This includes printers.
- Client-side application Consulting, programming, or maintenance.
- Government Vendor Specific application consulting, programming, or maintenance
- MSI, Arbitrator, MDC, etc.
- Browser consulting, programming, or maintenance
  - Chrome, IE11, Edge, Firefox, etc.

### **Reactive Support**



**Enhanced Networks, Inc.**

25659 Hillview Court

Mundelein, IL 60060

(847) 393-7008

[www.enhancednetworks.com](http://www.enhancednetworks.com)

Provide as-needed urgent service as required to troubleshoot and maintain the Customer's Information Technology network and equipment. This service will be provided during Enhanced Network's Standard Hours for the length of this agreement. The Customer can elect to obtain urgent service outside of Standard Hours. Urgent service is available 24 hours a day 7 days a week. Enhanced Networks will offer the service at a rate of 1.5 hours charged per one hour spent from the Service Agreement. Enhanced Networks daytime number is 847.393.7008 and after-hours phone number is 815.451.9178. Enhanced Networks staff typically answers the phone during standard business hours. Enhanced Networks will return any phone calls for urgent service within 30 minutes from when a phone call is placed, and dispatch a staff member within two (2) hours if a site visit is required.

### Proactive Support

Provide client contact with industry standard best practice recommendations to maintain a secure and productive network. This service will be provided to authorized Village contacts. Village contacts will be responsible for approval or denial of suggested best practice proactive maintenance consulting services.

### Customer Responsibilities

1. The Customer is required to provide access to equipment that requires service. If access is not granted at the agreed upon time, Enhanced Networks has the right to charge the additional time spent due to lack of access based on the standard billing rate. This fee will be sent as a separate invoice from this Agreement.
2. The Customer is responsible for maintaining current with all software licensing, vendor support contracts and manufacturer warranties for equipment to be serviced.

### Enhanced Networks Response Guarantee

Enhanced Network's guarantees that our staff will be available for service within the specified timeframe as described in the service definitions above. If Enhanced Network's fails to be available within the specified timeframe, Enhanced Network's will not charge the Customer labor for the initial consultation/visit.

## **Attachment B - Hourly Rates**

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Service Description	Standard Rate	Discounted Rate
Desktop Consulting	<del>\$ 135.00</del>	\$ 115.00
Telecom Consulting	<del>\$ 135.00</del>	\$ 115.00
Server Consulting	<del>\$ 155.00</del>	\$ 140.00
Database Consulting	<del>\$ 165.00</del>	\$ 150.00
Network Consulting	<del>\$ 180.00</del>	\$ 160.00
Management Consulting	<del>\$ 190.00</del>	\$ 170.00

## Attachment C - Terms and Conditions

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1. The submitted Support Services Agreement and Attachments A, B, & C constitute and are herein referred to as the Agreement.
2. Enhanced Networks Inc. is herein referred to as Enhanced Network's, and the party with whom Enhanced Network's is entering into this Agreement is herein referred to as CUSTOMER.
3. Enhanced Network's will submit requests for payment as indicated in the Support Services Agreement. Payments shall be due and owing by the CUSTOMER upon receipt of Enhanced Network's invoice for services. Payments to Enhanced Network's after (60) consecutive calendar days from the date of Enhanced Network's invoice for services shall include an additional late payment charge computed at an annual rate of three percent (3%) from date of Enhanced Network's invoice; and Enhanced Network's may, after giving fourteen (14) days written notice to the CUSTOMER, suspend services under this Agreement until Enhanced Network's has been paid in full all amounts due for services, expenses, and late payment charges.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the CUSTOMER may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Enhanced Network's shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the CUSTOMER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by Enhanced Network's.
5. Enhanced Networks agrees to hold harmless and indemnify the CUSTOMER and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Enhanced Network's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the CUSTOMER or other consultants, contractors or subcontractors working for the CUSTOMER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Enhanced Networks and the CUSTOMER they shall be borne by each party in proportion to its negligence.
6. The CUSTOMER acknowledges that Enhanced Network's is an S 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.
7. The CUSTOMER and Enhanced Network's 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.
8. For the duration of the contract, Enhanced Network's shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from Enhanced Network's negligence in the performance of services under this Agreement. The CUSTOMER shall be named as an additional insured on Enhanced Network's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows: General Liability: \$1,000,000 per claim \$2,000,000 aggregate.
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Enhanced Network's and their officers, directors, employees, agents, and any of them, to the CUSTOMER and anyone claiming by, through or under the CUSTOMER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Enhanced Network's or their officers, directors, employees, agents or any of them, hereafter referred to as the "CUSTOMER's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Enhanced Network's by their insurers in settlement or satisfaction of CUSTOMER's Claims under the terms and conditions of Enhanced Network's' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. Enhanced Network's is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals. If the Customer considers that Enhanced Network's has not complied with this condition, then the Customer is required to notify Enhanced Network's in writing (or e-mail) of the specific service not in compliance, at which time Enhanced Network's will correct the issue or provide reasoning as to why the service is considered compliant.
11. Enhanced Network's is not responsible for any infringements to third party copyrights, patents, or trade secrets where the Customer has made amendments to the original documents associated with such copyrights, patents or trade secrets.
12. The CUSTOMER may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Enhanced Network's. If such changes cause an increase or decrease in Enhanced Network's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by Enhanced Network's.
13. All Drawings, Custom Developed Applications, and other documents prepared or furnished by Enhanced Network's pursuant to this Agreement are instruments of service in respect to the project, and Enhanced Network's shall retain the right of reuse of said documents and electronic media by and at the discretion of Enhanced Network's whether or not the project is completed. Electronic copies of Enhanced Network's documents for information and reference in connection with the use and occupancy of the project by the CUSTOMER and others shall be delivered to and become the property of the CUSTOMER; however, Enhanced Network's documents are not intended or represented to be suitable for reuse by the CUSTOMER or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Enhanced Network's for the specific purpose intended will be at the CUSTOMER's sole risk and without liability or legal exposure to Enhanced Network's, and the CUSTOMER shall indemnify and hold harmless Enhanced Network's from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
14. Enhanced Network's will make good any defect due to improper materials or workmanship supplied by Enhanced Network's without expense to the Customer for one (1) year after the CUSTOMER's acceptance of the service. The warranty covers only defects in material and workmanship on products purchased and fully installed by Enhanced Network's and does not cover defects caused by improper use, abuse, accident, acts-of-God (including but not limited to lightning), alteration, or other conditions beyond Enhanced Network's control, as determined by Enhanced Network's.
15. Standard Hours are considered Monday - Friday 8:00 am to 5:00 pm, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, and Christmas Day. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday; if a holiday falls on a Sunday, the following Monday shall be considered a holiday.
16. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
17. Except in respect of payment liabilities, neither party will be liable for any failure of delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.
18. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.