



## **VILLAGE BOARD MEETING**

Tuesday, MAY 28, 2013 – 7:30 p.m.

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### **AGENDA**

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Employee Recognition Ceremony**
5. **Public Participation (Agenda Related Items Only)**
6. **Consent Agenda (Roll Call Vote)**

*No discussion. Trustees wishing to discuss any of the items below MUST request that item be removed from the Consent Agenda prior to motion to approve.*

#### **A. Approval of Minutes**

- (i) Village Board Meeting – April 23, 2013
- (ii) Work Session Meeting – May 14, 2013

- B. Action – Establishment of Returned Payment Fee: Motion to approve Ordinance Amending the "La Grange Park Municipal Code" as Amended
- C. Action – Pine Tree Lane Parking Restrictions: Motion to Approve Ordinance #970, Ordinance Amending the "La Grange Park Municipal Code" As Amended
- D. Action – 2013 Construction Projects: Motion Authorizing the Village President to Execute Professional Engineering Services Agreements in Support of the 2013 Construction Projects, to include:
  - (i) Engineering Agreement for Water Main Relocation on Oak at Beach
  - (ii) Engineering Agreement for Beach Avenue Street Project
  - (iii) Engineering Agreement for Sewer Lining Project
  - (iv) Engineering Agreement for Cleaning & Televising Sewer Program
  - (v) Relocation of Water Main out of Oak Street Sewer Line
- E. Action - 2013 Beach Avenue Paving – Phase 3: Motion Approving a "Resolution for Improvement Under the Illinois Highway Code" for the Expenditure of \$235,000 in MFT Funds
- F. Action – Sale of Surplus Vehicles & Equipment at WCMC Spring Auction: Motion Approving An Ordinance Authorizing the Sale by Public Auction of Personal Property Owned by the Village of La Grange Park
- G. Action – Motion Authorizing the Purchase of a F150 Pick-up Truck, as Specified from Freeway Ford in the Amount of \$26,898
- H. Action – 2013 Concrete Restoration Program: Motion to Award a Contract to Globe Construction, Inc. in the Amount Not to Exceed \$30,000 for Completion of Sidewalk Removal and Restoration and Other Concrete Work to be Performed in the Village

**VILLAGE BOARD MEETING**  
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**AGENDA (continued – Page 2**

- I. Action – Motor Fuel Tax Appropriation: Motion to Approve the Obligation Retirement Resolution Appropriating \$223,203.48 of Motor Fuel Tax Funds for the Purpose of Paying Bond Principal and Interest
- J. Action – Motion to Authorize the President and Chairperson of the Finance Committee to sign the register for bills, and authorize the Treasurer and Village Clerk to sign checks in payment of operating bills and salaries as itemized in the Check Registers
- K. Action – Motion to Authorize the Village Treasurer and Village Clerk to sign checks in the payment of payroll and other bills that become due between this date and June 25, 2013 with subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on June 25, 2013

7. **Village Manager’s Report**

8. **Administration Committee** – Robert Lautner, Chairman

- A. Monthly Report

9. **Building & Zoning Committee** – Michael Sheehan, Chairman

- A. Monthly Report
- B. Discussion & Action – Motion to Approve an Ordinance Approving Amended Final Subdivision Plat for Heatherdale Subdivision

10. **Engineering & Capital Projects Committee** – James Kucera, Chairman

- A. Monthly Report

11. **Public Safety Committee** – Mario Fotino, Chairman

- A. Monthly Report– Police Department
- B. Monthly Report – Fire Department

12. **Public Works Committee** – Scott Mesick, Chairman

- A. Monthly Report – Public Works Department

13. **Finance Committee** – Patricia Rocco, Chairman

- A. Monthly Report
- B. Action – Motion to approve the addition of an aggregate Service Cost Table, to be distributed first this June/July 2013 and subsequently included in future Budget documents

14. **Public Works Garage Committee – Scott Mesick, Chairman**

- A. Action – Public Works Garage – Design Build Agreement: Motion Authorizing the Village President to Execute a Design Build Agreement with Leopardo Construction in an Amount Not to Exceed \$1,053,938

**VILLAGE BOARD MEETING**  
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**AGENDA (continued – Page 3)**

15. **Other Reports**

- A. Village Clerk
- B. Village Treasurer
- C. Village Engineer
- D. Village Attorney
- E. Committee and Collectors Report  
Action – Motion to Approve Committee and Collectors Report as Presented

16. **Village President**

17. **Public Participation (Non-Agenda Related Items *Only*)**

18. **New Business**

19. **Executive Session** – *for the purpose of discussing the selection of a person to fill a Village Commission/Committee according to 5 ILCS 120/2 (c)(3).*

20. **Adjourn**

*Next Village Work Session Meeting: June 11, 2013*

*Next Village Board Meeting: June 25, 2013*



## **RULES FOR PUBLIC COMMENT**

### **Village Board Work Session Meetings Village Board Meetings**

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.
2. After announcing your name and address for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.  
  
(b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Ms. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

## **Consent Agenda Items**

# Village Board Agenda Memo

Date: May 1, 2013  
To: Village President and Board of Trustees  
From: Julia Cedillo, Village Manager   
RE: Establishment of Returned Payment Fee

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## **PURPOSE**

To approve an amendment to the Village's Municipal Code that establishes a Returned Payment Fee.

## **GENERAL BACKGROUND**

The establishment of a Returned Payment Fee was recently analyzed by staff and discussed by the Village Board as part of the overall Local Revenue Study Data Report. A comparison chart of these fees in other Illinois communities is attached to this memorandum.

The Village currently charges no fee for returned checks or non-sufficient funds (NSF) transactions. When this situation occurs, the Village must work with the bank to pay any fees, contact the resident to secure alternate payment, and then separate those payments from existing accounting procedures for payment. Thus, the entire process is very time-consuming for Village staff. As such, the establishment of a fee is recommended for the cost associated with the administrative time dedicated to this process.

To facilitate the establishment of this new fee, an ordinance was prepared to include a fee of \$20, an amount recommended by Finance Director Garesche. Village Attorney Cathy Keating reviewed the draft ordinance and approved as to form on May 1, 2013.

## **ACTION / MOTION**

This matter is being placed on the agenda for the May 14, 2013 Village Board Work Session for discussion. If there is consensus to support the approval of the Ordinance, this matter will be placed on the May 28, 2013 Village Board Meeting Agenda for approval.

## **DOCUMENTATION**

- NSF Fee Comparison
- Ordinance Amending the La Grange Park Municipal Code As Amended
- Local Revenue Study Village Scorecard

|                                 |  |
|---------------------------------|--|
| <b>Village of Lincolnwood</b>   | <p>Title: Returned Check Charge Imposed - \$25</p> <p>Language: A service charge in an amount set forth in the Annual Fee Resolution <i>Editor's Note: See Ch. A25, Fees.</i> shall be imposed on any person negotiating a check that is returned unpaid by the drawer's bank (\$25).</p> <p>Location: Fee Schedule (Appendix)</p>   |
| <b>Village of Glenview</b>      | <p>Under Chapter 30 – Fees and Charges (Under a schedule)</p> <p>Returned ACH Direct Debit fee \$25.00<br/>Returned check fee \$25.00</p>  |
| <b>Hainesville, Illinois</b>    | <p>Chapter 13.20.110 – Delinquent Utility Bills<br/>Returned checks.</p> <p>Any person who issues a bad check because the drawer does not have an account with the drawee, or because the drawer does not have sufficient funds in his or her account shall pay, in addition to the amount of the check, the sum of twenty-five dollars (\$25.00), or for all costs and expenses, including attorney fees, incurred by the village in connection with collection of the amount for which the check was written, whichever is greater, plus interest. If a bad check is written, the village shall make a written demand by certified mail, return receipt requested, delivered to the last known address of the issuer of the bad check. The written demand must include a demand for payment within thirty (30) days of the mailing of the demand and a notice of liability for the costs and expenses. After issuance of a bad check, the village will only accept the replacement payment via cash, certified check, credit card or money order. Any person who has three checks returned to the village within any one calendar year must thereafter for the following twelve (12) month period make all village utility payments via cash, certified check, credit card or money order.</p> |
| <b>Village of Roselle</b>       | \$10 NSF Fee   |
| <b>Village of Willowbrook</b>   | \$25 NSF / Returned Check Fee. Ord. Language on file.  |
| <b>Village of Lombard</b>       | \$25 if check has been returned on two occasions. \$25 is immediately assessed for each electronic withdrawal where there is NSF.  |
| <b>Village of Wheaton</b>       | \$25 NSF Fee   |
| <b>Village of Westmont</b>      | \$50 NSF Fee   |
| <b>Village of Bensenville</b>   | \$15 NSF Fee   |
| <b>Village of Riverside</b>     | \$35 NSF Fee   |
| <b>Village of Burr Ridge</b>    | \$25 NSF Fee   |
| <b>Village of St. Charles</b>   | \$20 NSF Fee   |
| <b>City of Darien</b>           | \$25 NSF Fee   |
| <b>Village of Romeoville</b>    | \$35 NSF Fee   |
| <b>Village of Bloomingdale</b>  | \$20 NSF Fee. Ordinance language on file.  |
| <b>Village of South Holland</b> | \$25 NSF Fee   |
| <b>Village of Glenview</b>      | \$25 NSF Fee   |

**ORDINANCE NO. 971**

**ORDINANCE AMENDING THE “LA GRANGE PARK  
MUNICIPAL CODE” AS AMENDED**

Whereas, the Board of Trustees has determined that it is in the best interests of the Village of La Grange Park to amend Chapter 10 of the La Grange Park Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, as follows:

**SECTION 1:** That Chapter 10 of the La Grange Park Municipal Code is hereby amended to include the following language:

**“§ 10.98 RETURNED PAYMENT**

Any person who makes a payment of any type to the Village that proves for any reason to be null and therefore invalid, shall pay the sum of twenty dollars (\$20.00) to the Village in addition to the dollar amount of the original payment. After such a null and invalid payment has been made, the Village will only accept the replacement payment in the form of cash, certified check, cashier’s check or money order. Any person who makes three such null and invalid payments to the Village within a twelve (12) month period of time, must thereafter make all payments by cash, certified check, cashier’s check, money order or credit card for a two year period of time.”

**SECTION 2:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

**SECTION 3:** That this Ordinance shall be in full force and effect after its passage, approval and publication as required by law;

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this \_\_\_ day of May, 2013.

YES:

NO:

ABSENT:

Approved this \_\_\_ day of May, 2013.

Dr. James L. Discipio, Village President

ATTEST:

Amanda Seidel, Village Clerk

APPROVED AS TO FORM-  
VILLAGE ATTORNEY: 5/1/2013

## Local Revenue Study SCORECARD

| #                          | Item   | Recommendation / Option  | Board Direction   | Status                           |
|----------------------------|--|--|---|----------------------------------|
| <i>Administration</i>      |  |  |   |                                  |
| 1                          | Liquor License<br>Class A - Original Pack  | No Change (\$750)  |   |                                  |
| 2                          | Liquor License<br>Class B - Beer/Wine Rest.  | Increase from \$600 to \$800   | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | Complete<br>ORD TO INCREASE FEES |
| 3                          | Liquor License<br>Class C - All Liquors off premises   | No Change (\$1,500)  |   |                                  |
| 4                          | Liquor License - Class D - All Liquors<br>consumption off premises   | No Change (\$1,500)  |   |                                  |
| 5                          | Liquor License - Retail Sale<br>Class E - Amend Classification   | Increase from \$5 per occurrence to \$25<br>per occurrence, per day        | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | Complete<br>ORD TO INCREASE FEES |
| 6                          | Tobacco License Fee  | Increase from \$50 to \$75   | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | Complete<br>ORD TO INCREASE FEES |
| 7                          | Business License -<br>New Restaurant   | No Change (\$125)  |   |                                  |
| 8                          | Annual Business License  | No Change (\$75)   |   |                                  |
| 9                          | New Zoning Fee Structure   | \$500 Application Fee, Escrow est.,<br>recapture of out-of pocket costs    | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | SEPARATE ORD - ZONING<br>CODE    |
| 10                         | Vehicle Sticker Fee  | Increase from \$30 to \$35   | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | Complete<br>ORD TO INCREASE FEES |
| 11                         | Vehicle Sticker Replacement Fee  | Increase from \$1 to \$5   | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | Complete<br>ORD TO INCREASE FEES |
| 12                         | Water Turn On Fee  | Increase from \$25 to \$50; increase<br>from \$50 to \$100 After Hours     | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | Complete<br>ORD TO INCREASE FEES |
| 13                         | Returned Payment NSF Fee   | New NSF Fee at \$20  | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | NEW FEE                          |
| 14                         | Recycle Bin Fee  | New \$1 to \$2 processing fee<br>New \$5 processing fee                    | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | NEW FEE                          |
| 15                         | Administratively and VB Review<br>Temporary Use Permit Fee   | New \$25 Administrative<br>\$50 VB Review Fee                              | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | SEPARATE ORD - ZONING<br>CODE    |
| 16                         | Block Party Request  | No change (\$0)  |   |                                  |
| 17                         | Village Hall Room Rental<br>Recurring Fee  | New \$10 per year (for 4 or more)  | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | NEW FEE                          |
| 18                         | Village Hall Room Rental<br>Equipment Fee  | New \$10 per use   | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | NEW FEE                          |
| 19                         | Electronic Waste -<br>Revenue Sharing  | In place   |   |                                  |
| <i>Building Department</i> |  |  |   |                                  |
| 20                         | Building Permit Fees<br>New Const or Remodel   | Review Fee structure, which is now<br>1.15% of cost                        | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | BUILDING DEPT REVIEW             |
| 21                         | Building Permit Fee<br>Other construction: parking lots, garages,<br>auxiliary structures, decks, fences, driveways,<br>swimming pools | Increase from 1% to 1.15% or align<br>with other (Review)                  | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | BUILDING DEPT REVIEW             |
| 22                         | Plumbing Alterations Permits   | Increase from \$35 to \$50 (Review w/all<br>Building Permit Fees)          | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | BUILDING DEPT REVIEW             |
| 23                         | Sign Permit Fee  | Increase from \$35 to \$50 (Review w/all<br>Building Permit Fees)          | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | BUILDING DEPT REVIEW             |
| 24                         | Single Family Occupancy Permit   | Increase from \$15 to \$25 (Review w/all<br>Building Permit Fees)          | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | BUILDING DEPT REVIEW             |
| 25                         | HVAC Permit  | Increase from \$25 to \$50 per unit<br>(Review w/all Building Permit Fees) | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | BUILDING DEPT REVIEW             |
| 26                         | Building Code Violation/Fines  | Research P-Ticket Enforcement Option<br>for certain Code Violations        | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | BUILDING DEPT REVIEW             |
| 27                         | Building Code Variation Fee  | New Fee (\$100 to \$500)   | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | BUILDING DEPT REVIEW             |

## Local Revenue Study SCORECARD Cont.

| #                                    | Item  | Recommendation / Option   | Board Direction   | Status                        |
|--------------------------------------|---|---|---|-------------------------------|
| 28                                   | Dumpster Permit Fee   | New Fee: \$50 for 1-10 days<br>\$100 for 1-30 days                                    | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | NEW FEE                       |
| <i>Building Department Continued</i> |   |   |   |                               |
| 29                                   | Tree Removal Fee  | New \$50 Fee plus bond  | YES <input type="checkbox"/> No <input checked="" type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> |                               |
| 30                                   | Landscaping License   | Review / Research   | YES <input type="checkbox"/> No <input checked="" type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> |                               |
| 31                                   | Health Inspection Administrative Fee  | New \$10 administrative fee - per inspection for processing                           | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | NEW FEE                       |
| <i>Fire Department</i>               |   |   |   |                               |
| 32                                   | Ambulance Fees  | In place (new structure 2012)   |   |                               |
| 33                                   | Wireless Alarm Fee  | In place (\$13 per month, N=79)   |   |                               |
| 34                                   | Fire Code Variation Fee   | New Fee ( <del>\$100</del> to \$500)  | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | NEW FEE                       |
| 35                                   | Fire Inspection Fee   | Review options for cost recovery.   | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | NEW FEE                       |
| 36                                   | Fire Prevention Code Fees   | Current structure is likely recapturing costs. Review existing for necessary changes. | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | NEW FEE                       |
| <i>Public Works</i>                  |   |   |   |                               |
| 37                                   | Water Meter and RPZ Appointments  | Set appointments to create staff time efficiencies.                                   |   |                               |
| 38                                   | Tree Planting   | In place. Purchased auger equipment for safe and efficient in-house planting.         |   |                               |
| 39                                   | Diesel Fuel - Park District   | Charge for fuel costs.  | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | ADMIN CHANGE                  |
| 40                                   | Water Costs - Park District   | No change (\$0)   | Supports metering.  | ADMIN CHANGE                  |
| 41                                   | Mulch Delivery  | No change (\$0)   |   |                               |
| 42                                   | Allied Contract - New Small Dumpster  | In place. Likely \$1,000 savings.   |   |                               |
| 43                                   | Shared Contracting / Purchasing   | Exploring   |   |                               |
| <i>Police Department</i>             |   |   |   |                               |
| 44                                   | GovPayNet   | In place. Option to maximize parking ticket payments.                                 |   |                               |
| 45                                   | Local Debt Recovery Program   | In place. Village Board approved. No estimates have been provided from the State.     |   |                               |
| 46                                   | Parking Citation Fine   | Increase from \$20 to \$30  | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | Complete<br>POLICE ORD CHANGE |
| 47                                   | No Village Vehicle License Fine   | No change   |   |                               |
| 48                                   | Dog At Large Fine   | Increase from \$25 to \$40  | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | Complete<br>POLICE ORD CHANGE |
| 49                                   | Compliance Citations  | Increase from \$25 to \$40  | YES <input checked="" type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/> | Complete<br>POLICE ORD CHANGE |
| 50                                   | Consolidated Dispatch   | Study in process  |   |                               |
| <i>Other Revenue to note</i>         |   |   |   |                               |
| 51                                   | Water Tower Lease Fees<br>The addition of private firm leases (i.e. DRW Holdings) | In place. \$2,000 monthly.  |   |                               |
| 52                                   | Electrical Aggregation<br>Civic Contribution                                      | In place. Village Board Approved. 2 Years ONLY. Temporary measure.                    |   |                               |
| 53                                   | Sales Tax Increase  | No change. Local share is 1% and aggregate is 8.0% (as of 1/2013)                     |   |                               |
| 54                                   | Electricity Tax   | No change during the aggregation period. Something to be considered for the future.   | YES <input type="checkbox"/> No <input type="checkbox"/><br>MAYBE <input type="checkbox"/> FUTURE <input checked="" type="checkbox"/> |                               |

## **Village Board Agenda Memo**

**Date:** May 20, 2013  
**To:** Village President and Board of Trustees  
**From:** Julia Cedillo, Village Manager   
Daniel L. McCollum, Chief of Police  
**Re:** Pine Tree Lane Parking Restrictions

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### **GENERAL BACKGROUND**

The Police Department, in response to the request of Mr. Jack Bone of LaGrange Park, reviewed Pine Tree Lane and the current parking allowed on the roadway. At present, parking is allowed on both sides of the street, which is 20 feet wide from curb to curb. Mr. Bone's concern was that once the construction begins on the McNaughton Development, traffic will not be able to travel down the street if any cars are parked, especially on both sides. Most other side streets are 28-30 feet wide. Currently, if two cars are parked directly across from one another on the street, no cars or trucks can get through. This would impede any emergency response from the Fire Department.

This matter was discussed at the Traffic Safety and Engineering Committee Meeting on March 13<sup>th</sup> and the Committee agreed with the Police Department's recommendation that parking be allowed only on the south side of the street. Following that meeting, staff visited each resident on Pine Tree to obtain their input. Of the six (6) affected residences, there was only one objection to prohibiting parking on the north side of the street.

This matter was further discussed by the Village Board at the May 13<sup>th</sup> Work Session. There, it was further clarified that restricting parking to one side of the street would allow for the necessary passage of public safety vehicles. As such, the consensus of the Board was to place this matter on the May 28, 2013 Village Board Meeting for approval of an ordinance (attached) prohibiting parking on the north side of Pine Tree Lane.

### **MOTION/ACTION REQUESTED**

Motion to Approve Ordinance #970, Ordinance Amending the "La Grange Park Municipal Code" As Amended.

### **RECOMMENDATION**

Staff recommends that the attached ordinance, #970 be approved. If the ordinance is passed, parking would be prohibited on the north side of Pine Tree throughout its entire length and appropriate signs will be posted.

### **DOCUMENTATION**

- TS&E Committee unapproved minutes from 3/13/13 meeting.
- Aerial photo of Pine Tree Lane
- Letter sent to Pine Tree Lane residents
- Ordinance #970

Village of La Grange Park  
Traffic, Safety & Engineering Committee  
Minutes  
March 13, 2013

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A meeting of the La Grange Park Traffic, Safety & Engineering Committee was scheduled for 7:00 p.m. on March 13, 2013, in the Board Room of the La Grange Park Village Hall. Committee Chairman, Steve May called the meeting to order at 7:00 p.m. Clerk Seidel called the roll.

Members in attendance were:

Committee Chairman: Steve May  
Committee Member: Paul Graham  
Committee Member: James Seguin  
Committee Member: Keith Krysa  
Committee Member: David Bryant (arrived 7:08 pm)

Members absent were:

Committee Member: Eric Johnson  
Committee Member: Brian Lisek

Also in attendance:

Deputy Police Chief: Phil Kubisztal  
Village Engineer: Paul Flood  
Village Attorney: Cathy Keating  
Village Clerk: Amanda Seidel

Clerk Seidel informed the Chairman a quorum was present.

Chairman May began with the first item which was approval of minutes-February 13, 2013. Mr. Seguin brought a motion to approve the minutes of February 13, 2013. The motion was seconded by Mr. Krysa. The motion passed unanimously by voice vote.

Chairman May moved on to public comment. There was none.

Chairman May moved on to the next item, discussion and approval of Parking Restrictions on Pine Tree Lane. Deputy Chief Kubisztal summarized the Traffic, Safety and Engineering Committee Agenda Memo of March 5, 2013 regarding parking restrictions on Pine Tree Lane. Engineer Flood explained the reason behind the request. Parking would be restricted on the north side of the road allowing parking on the south side. Concerns were expressed and clarified by Engineer Flood. There were concerns over how residents would react. Attorney Keating recommended that letters be sent to residents before the ordinance is approved by the Village Board, inviting them to the Village Board Meeting.

Mr. Krysa brought a motion to approve an ordinance prohibiting parking on the north side of Pine Tree Lane as suggested in the letter by Jack W. Bone. The motion was seconded by Mr. Seguin. The motion passed unanimously by voice vote.

At the end of this discussion, there was no further business to be brought before the Traffic, Safety & Engineering Committee, so Chairman May said he would entertain a motion to adjourn. There was a motion by Mr. Bryant to adjourn the meeting. Mr. Graham seconded the motion and the motion to adjourn passed unanimously on a voice vote.

The meeting adjourned at 7:18 p.m.

Respectfully submitted,

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Amanda G. Seidel  
Village Clerk



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PRESIDENT  
Dr. James L. Discipio

VILLAGE MANAGER  
Julia A. Cedillo

VILLAGE CLERK  
Amanda G. Seidel



TRUSTEES  
Rimas V. Kozica  
Scott F. Mesick  
Patricia B. Rocco  
Marshall Seeder  
Susan M. Storcel  
LaVelle Topps

April 16, 2013

Mr.

Pine Tree Lane  
La Grange Park, IL 60526

Dear Mr.

The Village of La Grange Park is reviewing the allowable parking on Pine Tree Lane. This review was prompted by a resident's concern about the width of the street, especially with new construction beginning on a housing development within the near future.

In light of the narrowness of the street, the Village Traffic Safety and Engineering Committee has recommended that parking be restricted to the south side of Pine Tree only. At the recommendation of Village Staff, prior to the matter being brought to the Village Board, all residents on Pine Tree were personally surveyed regarding the proposed parking restrictions.

On Tuesday May 14, 2013 at 7:30 p.m., the Village Board will meet to discuss the proposed parking restrictions. If you wish to appear and be heard, you should appear at the Village Hall, 447 N. Catherine Avenue on that date and time. In the alternative, if you wish to submit any written comments for the Board to consider, please feel free to do so.

If you have any questions regarding this letter, please feel free to contact me, Julia Cedillo, at 708-579-2374 ext. 107.

Very truly yours,

Julia Cedillo  
Village Manager

**ORDINANCE NO. 970**

**ORDINANCE AMENDING THE "LAGRANGE PARK  
MUNICIPAL CODE" AS AMENDED**

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Village of LaGrange Park to exercise its authority under state law to designate no parking restrictions on Pine Tree Lane within LaGrange Park, Cook County, Illinois; and

WHEREAS, the Board of Trustees now wishes to amend Chapter 76 of the LaGrange Park Municipal Code to prohibit parking on the north side of Pine Tree Lane, throughout its entire length and to add signage to that effect.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of LaGrange Park, Cook County, Illinois as follows:

SECTION 1: That Chapter 76, Schedule I, entitled "Stopping, Standing and Parking Prohibited" is amended by adding the following:

| <b>"Location</b>                              | <b>Street Side</b> | <b>Time</b> | <b>Ord. No.</b> | <b>Date Passed</b> |
|---|--------------------|-------------|-----------------|--------------------|
| Pine Tree Lane between Robinhood and Finsbury | North              | Any         | 970             | 5-28-13"           |

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of LaGrange Park, Cook County, Illinois this \_\_\_\_\_ day of May, 2013.

YES:

NO:

ABSENT:

Approved this \_\_\_\_\_ day of May, 2013.

\_\_\_\_\_  
Dr. James L. Discipio, Village President

ATTEST:

\_\_\_\_\_  
Amanda Seidel, Village Clerk

(Approved as to form by Village Attorney Cathy Keating on May 15, 2013)

# Village Board Agenda Memo

**Date:** 5/17/13

**To:** President and Board of Trustees

**From:** Brendan McLaughlin, Public Works Director   
Julia Cedillo, Village Manager 

**RE:** 2013 Construction Projects – Edwin Hancock Engineering Agreements

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**PURPOSE:** In accord with the Fiscal Year 2013/14 budget, Engineering Agreements for 2013 Construction Projects are being presented for Village Board approval.

**GENERAL BACKGROUND:**

This year's budget includes the following projects for which the Village Engineer, Edwin Hancock Engineering, will provide professional engineering services in amounts not to exceed:

1. \$45,000 for La Grange Road Water Main Improvements – Phase 2
2. \$62,950 for Beach Avenue Resurfacing Project
3. \$33,750 for 2013 Sewer Lining Project
4. \$7,500 for 2013 Sewer Cleaning and Televising Project
5. \$9,800 for Relocation of Water Main out of Oak Street Sewer Line

These projects are budgeted for in their respective funds.

**MOTION/ACTION REQUESTED:**

Motion authorizing the Village President to execute Professional Engineering Services Agreements in support of the 2013 Construction Projects.

**WORK SESSION RECOMMENDATION:**

The Work Session met on May 14, 2013, and concurred with Staff's recommendation. *It should be noted that after the meeting, a typographical error was discovered. Item #1 was originally listed as \$35,000, however the Contract which was attached totals \$45,000 for engineering services. The correction has been made above.*

**STAFF RECOMMENDATION:**

Staff recommends approval of these documents.

**DOCUMENTATION:**

- Professional Services Agreements for the Five Projects

**AGREEMENT**  
**between**  
**THE VILLAGE OF LA GRANGE PARK**  
**and**  
**EDWIN HANCOCK ENGINEERING CO.**  
**for the**  
**FURNISHING OF PROFESSIONAL SERVICES**  
**for**

**LA GRANGE ROAD WATER MAIN IMPROVEMENTS – Phase II**

**THIS AGREEMENT, made and entered into by and between THE VILLAGE OF LA GRANGE PARK, hereinafter referred to as the “VILLAGE”, and EDWIN HANCOCK ENGINEERING CO., hereinafter referred to as the “ENGINEER”, has been prepared and executed to provide Professional Engineering Services necessary to provide design and construction inspection and documentation services. The said project shall be designated as the “LaGrange Road Water Main Improvements – Phase II” hereinafter referred to as the “PROJECT”. The location of the project will be on LaGrange Road from Woodlawn Avenue to Oak Avenue, and Oak Avenue from La Grange Road through Ashland Avenue.**

**The general scope of the improvements involve a new water main on La Grange Road between Woodlawn Avenue and Oak Avenue and on Oak Avenue from La Grange Road to Ashland Avenue. The project will include the installation of approximately 1,375 feet of 10” ductile iron water main, new water services to adjacent properties, fire hydrants, new sidewalk on the west side of La Grange Road and under the south pavement on Oak Street, the abandonment of the existing 6” water main beneath the pavement, connections to the existing water main system at Woodlawn Avenue, Oka Street and Ashland Avenue, and other related restoration.**

**Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work, preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I (a-g). of this Agreement.**

**Construction Engineering includes providing line and grade staking of the proposed work, observation of the work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section A.II (a-j) of this Agreement.**

**WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,**

**A. THE ENGINEER AGREES;**

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
  - a. Preparing preliminary design criteria.
  - b. Preparing preliminary plans.
  - c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
  - d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
  - e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
  - f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
  - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
- II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
  - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
  - b. Checking of shop and equipment drawings.
  - c. Providing line-and-grade staking.
  - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
  - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
  - i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
  - j. Performing final inspection of all improvements and preparing final "record drawings," one (1) copy of which shall be submitted to the VILLAGE.
- III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
- a. Investigations and analysis reports of surface and subsurface ground conditions.
  - b. Proportioning and testing of Portland cement concrete and bituminous concrete mixtures in accordance with project specifications.
  - c. All compaction or density tests as required by the specifications.
- IV. That the ENGINEER will save harmless the VILLAGE and any representative of the VILLAGE from all claims and liabilities due to activities of the ENGINEER, its agents, or its employees and that the ENGINEER will carry adequate insurance at its own expense to provide such protection. Such insurance shall remain in force until this PROJECT is complete; reports have been made and accepted by the VILLAGE.
- V. That the ENGINEER will comply with all applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the municipality in which the

work is to be done and shall operate within and uphold the rules and regulations of the VILLAGE.

- VI. That payment by the VILLAGE shall be as hereinafter provided. The ENGINEER shall submit invoices to the VILLAGE, not more frequently than once per month, for partial payment on account for its work completed to date.
- VII. That this AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, with the understanding that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed up to the date of termination.
- VIII. That the ENGINEER is qualified technically and is entirely conversant with the policies applicable to this PROJECT and that it has, and will furnish at the request of the VILLAGE, sufficient, properly trained, and experienced personnel to perform the services enumerated herein.
- IX. That the ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at its office at all reasonable times during the agreement period and for three (3) years from the date of final payment under this AGREEMENT.
- X. The ENGINEER warrants that they has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

B. THE VILLAGE AGREES;

- i. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. The cost of the engineering services rendered shall be determined by the following Schedule of Service Fees:

PERSONNEL CLASSIFICATION

HOURLY RATES

|                     |          |
|---------------------|----------|
| Principal Engineer  | \$117.00 |
| Senior Engineer     | 117.00   |
| Project Engineer    | 109.00   |
| Engineer IV         | 102.00   |
| Engineer III        | 95.00    |
| Engineer II         | 90.00    |
| Engineer I          | 85.00    |
| CADD Technician III | 93.00    |
| CADD Technician II  | 87.00    |
| Administrative      | 55.00    |

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the above Schedule of Service Fees.

- b. The Lump Sum Fee of \$10,000 for engineering services stipulated in above A.I and the maximum total amount payable for the engineering services performed as stipulated in above Section A.II "Fees" shall not exceed \$35,000.00, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
- c. To pay for the subletted services as stipulated in above Section A.II at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.II shall not be subject to the maximum total amount payable defined above, but must be agreed upon in writing in advance of the work.
- d. Total Fee Payments. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein agrees to pay to the ENGINEER for rendering such services the total fee hereinbefore established in the following manner:
- (1) Partial Payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE monthly

payments for the work performed shall be due and payable to the ENGINEER, such payment to be equal to One Hundred Percent (100%) of the value of the partially completed work minus all previous payments made to the ENGINEER.

- (2) Final Payment – Upon approval by the VILLAGE but not later than sixty (60) days after the work is completed and all final measurements and reports have been made and accepted by the VILLAGE, a sum of money equal to the total fee as determined in this AGREEMENT less the total amounts of partial payments previously paid to the ENGINEER under Section B.I.b of this AGREEMENT shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED:

- I. That any difference between the ENGINEER and the VILLAGE concerning the interpretation of the provisions of this AGREEMENT shall first be referred to a committee of disinterested parties consisting of one (1) member appointed by the ENGINEER, one (1) member appointed by the VILLAGE, and the third (3rd) member appointed by the two (2) other members (“Committee”) for a determination if the matter can be resolved within seven (7) days of it being referred to the committee. If the parties cannot resolve the matter within 30 days after being referred to the Committee, the Parties may proceed as specified in paragraph IV below.
- II. That this AGREEMENT may be terminated by either party for cause upon thirty (30) days written notice (“Notice Period”) that the other party is failing to substantially perform in accordance with the terms of this AGREEMENT through no fault of the other. If the defaulting party fails to cure the defect within the Notice Period, the party providing notice may terminate this AGREEMENT. Upon such termination the VILLAGE shall make payment to the ENGINEER of all sums due and owing it less any amounts necessary to satisfy any breach. The ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The VILLAGE assumes all responsibility and releases the ENGINEER from any liability arising from the VILLAGE’s use of partially completed drawings, specifications or other work product prepared by the ENGINEER or for any reuse of ENGINEER’s work product on another project.
- III. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work,

since these are solely the contractor's rights and responsibilities under the contract documents.

- IV. Except for any emergency or equitable claim, any claim, dispute, or other matter in question arising out of or related to this AGREEMENT shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the PROJECT is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- V. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.
- VI. Along with the General Conditions Attachment to Engineering Agreement attached hereto, this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF LA GRANGE PARK  
447 Catherine Avenue  
La Grange Park, Illinois 60526

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

Dr. James L Discipio, Village President

ATTEST:

By: \_\_\_\_\_  
Amanda G. Seidel, Village Clerk

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Executed by the ENGINEER, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

EDWIN HANCOCK ENGINEERING CO.  
9933 ROOSEVELT ROAD  
WESTCHESTER, ILLINOIS 60154

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

Derek S. Treichel, P.E., President

ATTEST:

By: \_\_\_\_\_  
Paul E Flood, Senior Vice President

(Seal)

**GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT**

**A. THE ENGINEER AGREES:**

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

**c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**d. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (a) The VILLAGE, its officials, employees and volunteers are to be covered as

additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
- 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements,

amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE upon thirty (30) days written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors;
  - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE and all costs to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or

violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
- 20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
- 22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 24. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE

should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
VILLAGE OF LA GRANGE PARK  
447 North Catherine Avenue  
La Grange Park, Illinois 60526  
Attn: Ms. Julia Cedillo, Village Manager
  - b. If to the ENGINEER:  
EDWIN HANCOCK ENGINEERING COMPANY.  
9930 Roosevelt Road  
Westchester, Illinois 60154-2780  
Attn: Derek Treichel, P.E., President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

**B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
  - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual

harassment policy.

- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the ENGINEER's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AGREEMENT**  
**between**  
**THE VILLAGE OF LA GRANGE PARK**  
**and**  
**EDWIN HANCOCK ENGINEERING CO.**  
**for the**  
**FURNISHING OF PROFESSIONAL SERVICES**  
**for**  
  
**BEACH AVENUE RESURFACING PROJECT**

**THIS AGREEMENT, made and entered into by and between THE VILLAGE OF LA GRANGE PARK, hereinafter referred to as the “VILLAGE”, and EDWIN HANCOCK ENGINEERING CO., hereinafter referred to as the “ENGINEER”, has been prepared and executed to document the Professional Engineering Services provided by the ENGINEER, set forth below. The said project shall be designated as the “Beach Avenue Resurfacing Project” hereinafter referred to as the “PROJECT”. The PROJECT will be located on Beach Avenue from 31<sup>st</sup> Street to 29<sup>th</sup> Avenue.**

**The specific scope of the improvement is the resurfacing of the roadway including curb and gutter removal and replacement, removal and replacement of driveways and sidewalks, sewer and drainage improvements, landscape restoration and other appurtenant work thereto. A portion of construction is to be funded with MFT funds and as such the plans, specifications and estimates will require the approval of the Illinois Department of Transportation.**

**Preliminary Engineering includes the preparation of any necessary plans, specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services outlined in Section I.A. of this agreement.**

**Construction Engineering includes line and grade staking of the proposed work, observation of the work as it progresses to verify its compliance with the plans and specifications, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section I.B. of this AGREEMENT.**

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES;

I. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Preliminary Engineering Services for the proposed PROJECT.

- a. Preparing preliminary design criteria.
- b. Preparing preliminary plans as necessary.
- c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
- d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed improvements.
- e. Preparing necessary plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
- f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where Law requires such.
- g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.

h. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Engineering Services for the proposed PROJECT.

II. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Construction Engineering Services for the proposed PROJECT.

- a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such

meetings as may be required to inform the VILLAGE on the progress of the work.

- b. Checking of shop and equipment drawings.
- c. Providing line-and-grade staking.
- d. Providing observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
- f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- g. Coordination of materials testing engineers and review of materials inspection reports.
- h. Advising the VILLAGE of defects and deficiencies in the work of the contractor; provided, however, that the ENGINEER does not guarantee the performance of the contract by the contractor.
- i. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
- j. Reviewing contractor's partial and final payment estimates, change orders, and other records that may be required.
- k. Performing final inspection of all improvements.

III. To cause to be furnished, when required, the following services, the actual costs for which are to be paid for by the VILLAGE, with approval first being obtained from the VILLAGE of the firms selected to provide these services and their charges for such services:

- a. Investigations and analysis reports of surface and subsurface ground conditions, if required.

IV. That the ENGINEER will save harmless the VILLAGE and any representative of the VILLAGE from all claims and liabilities due to activities of the ENGINEER, its agents, or its employees and that the ENGINEER will carry adequate insurance at its own expense to provide such protection. Such insurance shall remain in force until this PROJECT is complete; reports have been made and accepted by the VILLAGE.

- V. That the ENGINEER will comply with all applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the municipality in which the work is to be done and shall operate within and uphold the rules and regulations of the VILLAGE.
- VI. That payment by the VILLAGE shall be as hereinafter provided. The ENGINEER shall submit invoices to the VILLAGE, not more frequently than once per month, for partial payment on account for its work completed to date.
- VII. That this AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, with the understanding that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed up to the date of termination.
- VIII. That the ENGINEER is qualified technically and is entirely conversant with the policies applicable to this PROJECT and that it has, and will furnish at the request of the VILLAGE, sufficient, properly trained, and experienced personnel to perform the services enumerated herein.
- IX. That the ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at its office at all reasonable times during the agreement period and for three (3) years from the date of final payment under this AGREEMENT.
- X. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**B. THE VILLAGE AGREES;**

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. To pay the Engineer as compensation for all Preliminary Engineering services performed as stipulated in above Section A.1 a sum of money not to exceed Twenty Six Thousand Seven Hundred and no/100 Dollars

(\$26,700.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.

- b. To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.2 a sum of money not to exceed Thirty Six Thousand Two Hundred Fifty and no/100 Dollars (\$36,250.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
- c. To pay for the subletted services as stipulated in above Section A.3 at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.3 shall not be subject to the maximum total amount payable defined above, but must be agreed upon in writing in advance of the work.
- d. Total Fee Payments. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein agrees to pay to the ENGINEER for rendering such services the total fee hereinbefore established in the following manner:
  - (1) Partial Payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE monthly payments for the work performed shall be due and payable to the ENGINEER, such payment to be equal to One Hundred Percent (100%) of the value of the partially completed work minus all previous payments made to the ENGINEER.
  - (2) Final Payment – Upon approval by the VILLAGE but not later than sixty (60) days after the work is completed and all final measurements and reports have been made and accepted by the

VILLAGE, a sum of money equal to the total fee as determined in this AGREEMENT less the total amounts of partial payments previously paid to the ENGINEER under Section B.I.c. (1) of this AGREEMENT shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED;

- I. That any difference between the ENGINEER and the VILLAGE concerning the interpretation of the provisions of this AGREEMENT shall first be referred to a committee of disinterested parties consisting of one (1) member appointed by the ENGINEER, one (1) member appointed by the VILLAGE, and the third (3rd) member appointed by the two (2) other members ("Committee") for a determination if the matter can be resolved within seven (7) days of it being referred to the committee. If the parties cannot resolve the matter within 30 days after being referred to the Committee, the Parties may proceed as specified in paragraph IIID below.
- II. That this AGREEMENT may be terminated by either party for cause upon thirty (30) days written notice ("Notice Period") that the other party is failing to substantially perform in accordance with the terms of this AGREEMENT through no fault of the other. If the defaulting party fails to cure the defect within the Notice Period, the party providing notice may terminate this AGREEMENT. Upon such termination the VILLAGE shall make payment to the ENGINEER of all sums due and owing it less any amounts necessary to satisfy any breach. The ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The VILLAGE assumes all responsibility and releases the ENGINEER from any liability arising from the VILLAGE's use of partially completed drawings, specifications or other work product prepared by the ENGINEER or for any reuse of ENGINEER's work product on another project.
- III. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- IV. Except for any emergency or equitable claim, any claim, dispute, or other matter in question arising out of or related to this AGREEMENT shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the PROJECT is located,

unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- V. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.
  
- VI. Along with the General Conditions Attachment to Engineering Agreement attached hereto, this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF LA GRANGE PARK  
447 Catherine Avenue  
La Grange Park, Illinois 60526

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

Dr. James L Discipio, Village President

ATTEST:

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

Amanda G. Seidel, Village Clerk

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Executed by the ENGINEER, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

EDWIN HANCOCK ENGINEERING CO.  
9933 ROOSEVELT ROAD  
WESTCHESTER, ILLINOIS 60154

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

Derek Treichel, P.E., President

ATTEST:

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

Paul E Flood, Senior Vice President

(Seal)

**GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT**

**A. THE ENGINEER AGREES:**

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

**c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**d. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or

on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

**e. Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

**f. Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
- 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate

appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE upon thirty (30) days written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors;
  - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE and all costs to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in

its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
- 20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
- 22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 24. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through

no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
VILLAGE OF LA GRANGE PARK  
447 North Catherine Avenue  
La Grange Park, Illinois 60526  
Attn: Ms. Julia Cedillo, Village Manager
  - b. If to the ENGINEER:  
EDWIN HANCOCK ENGINEERING COMPANY.  
9930 Roosevelt Road  
Westchester, Illinois 60154-2780  
Attn: Derek Treichel, P.E., President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

**B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
  - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

- g. In agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the ENGINEER's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AGREEMENT**  
between  
**THE VILLAGE OF LA GRANGE PARK**  
and  
**EDWIN HANCOCK ENGINEERING CO.**  
for the  
**FURNISHING OF PROFESSIONAL SERVICES**  
for  
  
**2013 SEWER LINING PROJECT**

**THIS AGREEMENT, made and entered into by and between THE VILLAGE OF LA GRANGE PARK, hereinafter referred to as the "VILLAGE", and EDWIN HANCOCK ENGINEERING CO., hereinafter referred to as the "ENGINEER", has been prepared and executed to document the Professional Engineering Services provided by the ENGINEER, set forth below. The said project shall be designated as the "2013 Sewer Lining Project" hereinafter referred to as the "PROJECT". The PROJECT will be located at various locations throughout the Village.**

**The specific scope of the improvement is the inversion lining of existing combined sewer lines and the reinstatement of service laterals.**

**Preliminary Engineering includes the preparation of any necessary plans, specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services outlined in Section I.A. of this agreement.**

**Construction Engineering includes line and grade staking of the proposed work, observation of the work as it progresses to verify its compliance with the plans and specifications, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section I.B. of this AGREEMENT.**

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES;

I. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Preliminary Engineering Services for the proposed PROJECT.

- a. Preparing preliminary design criteria.
- b. Preparing preliminary plans as necessary.
- c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
- d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed improvements.
- e. Preparing necessary plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
- f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where Law requires such.
- g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
- h. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Engineering Services for the proposed PROJECT.

II. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Construction Engineering Services for the proposed PROJECT.

- a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.

- b. Checking of shop and equipment drawings.
  - c. Providing line-and-grade staking.
  - d. Providing observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
  - e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
  - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - g. Coordination of materials testing engineers and review of materials inspection reports.
  - h. Advising the VILLAGE of defects and deficiencies in the work of the contractor; provided, however, that the ENGINEER does not guarantee the performance of the contract by the contractor.
  - i. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
  - j. Reviewing contractor's partial and final payment estimates, change orders, and other records that may be required.
  - k. Performing final inspection of all improvements.
- III. To cause to be furnished, when required, the following services, the actual costs for which are to be paid for by the VILLAGE, with approval first being obtained from the VILLAGE of the firms selected to provide these services and their charges for such services:
- a. Investigations and analysis reports of surface and subsurface ground conditions, if required.
- IV. That the ENGINEER will save harmless the VILLAGE and any representative of the VILLAGE from all claims and liabilities due to activities of the ENGINEER, its agents, or its employees and that the ENGINEER will carry adequate insurance at its own expense to provide such protection. Such insurance shall remain in force until this PROJECT is complete; reports have been made and accepted by the VILLAGE.
- V. That the ENGINEER will comply with all applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the municipality in which the work is to be done and shall operate within and uphold the rules and regulations of the VILLAGE.

- VI. That payment by the VILLAGE shall be as hereinafter provided. The ENGINEER shall submit invoices to the VILLAGE, not more frequently than once per month, for partial payment on account for its work completed to date.
- VII. That this AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, with the understanding that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed up to the date of termination.
- VIII. That the ENGINEER is qualified technically and is entirely conversant with the policies applicable to this PROJECT and that it has, and will furnish at the request of the VILLAGE, sufficient, properly trained, and experienced personnel to perform the services enumerated herein.
- IX. That the ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at its office at all reasonable times during the agreement period and for three (3) years from the date of final payment under this AGREEMENT.
- X. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**B. THE VILLAGE AGREES:**

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. To pay the Engineer as compensation for all Preliminary Engineering services performed as stipulated in above Section A.1 a sum of money not to exceed Thirteen Thousand Five Hundred and no/100 Dollars (\$13,500.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the

advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.

- b. To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.2 a sum of money not to exceed Twenty Thousand Two Hundred Fifty and no/100 Dollars (\$20,250.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
- c. To pay for the subletted services as stipulated in above Section A.3 at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.3 shall not be subject to the maximum total amount payable defined above, but must be agreed upon in writing in advance of the work.
- d. Total Fee Payments. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein agrees to pay to the ENGINEER for rendering such services the total fee hereinbefore established in the following manner:
  - (1) Partial Payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE monthly payments for the work performed shall be due and payable to the ENGINEER, such payment to be equal to One Hundred Percent (100%) of the value of the partially completed work minus all previous payments made to the ENGINEER.
  - (2) Final Payment – Upon approval by the VILLAGE but not later than sixty (60) days after the work is completed and all final measurements and reports have been made and accepted by the VILLAGE, a sum of money equal to the total fee as determined in this AGREEMENT less the total amounts of partial payments previously paid to the ENGINEER under Section B.I.c. (1) of this AGREEMENT shall be due and payable to the ENGINEER.

**C. IT IS MUTUALLY AGREED;**

- I. That any difference between the ENGINEER and the VILLAGE concerning the interpretation of the provisions of this AGREEMENT shall first be referred to a committee of disinterested parties consisting of one (1) member appointed by the ENGINEER, one (1) member appointed by the VILLAGE, and the third (3rd) member appointed by the two (2) other members ("Committee") for a determination if the matter can be resolved within seven (7) days of it being referred to the committee. If the parties cannot resolve the matter within 30 days after being referred to the Committee, the Parties may proceed as specified in paragraph IID below.
- II. That this AGREEMENT may be terminated by either party for cause upon thirty (30) days written notice ("Notice Period") that the other party is failing to substantially perform in accordance with the terms of this AGREEMENT through no fault of the other. If the defaulting party fails to cure the defect within the Notice Period, the party providing notice may terminate this AGREEMENT. Upon such termination the VILLAGE shall make payment to the ENGINEER of all sums due and owing it less any amounts necessary to satisfy any breach. The ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The VILLAGE assumes all responsibility and releases the ENGINEER from any liability arising from the VILLAGE's use of partially completed drawings, specifications or other work product prepared by the ENGINEER or for any reuse of ENGINEER's work product on another project.
- III. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- IV. Except for any emergency or equitable claim, any claim, dispute, or other matter in question arising out of or related to this AGREEMENT shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the PROJECT is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- V. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.
  
- VI. Along with the General Conditions Attachment to Engineering Agreement attached hereto, this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF LA GRANGE PARK  
447 Catherine Avenue  
La Grange Park, Illinois 60526

By: \_\_\_\_\_  
Dr. James L Discipio, Village President

ATTEST:

By: \_\_\_\_\_  
Amanda G. Seidel, Village Clerk

Executed by the ENGINEER, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

EDWIN HANCOCK ENGINEERING CO.  
9933 ROOSEVELT ROAD  
WESTCHESTER, ILLINOIS 60154

By: \_\_\_\_\_  
Derek Treichel, P.E., President

ATTEST:

By: \_\_\_\_\_  
Paul E Flood, Senior Vice President

(Seal)

**GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT**

**A. THE ENGINEER AGREES:**

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

**c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**d. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or

on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
- 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate

appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE upon thirty (30) days written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors;
  - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE and all costs to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in

its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
- 20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
- 22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 24. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through

no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
VILLAGE OF LA GRANGE PARK  
447 North Catherine Avenue  
La Grange Park, Illinois 60526  
Attn: Ms. Julia Cedillo, Village Manager
  - b. If to the ENGINEER:  
EDWIN HANCOCK ENGINEERING COMPANY.  
9930 Roosevelt Road  
Westchester, Illinois 60154-2780  
Attn: Derek Treichel, P.E., President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

**B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
  - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the ENGINEER's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AGREEMENT**  
**between**  
**THE VILLAGE OF LA GRANGE PARK**  
**and**  
**EDWIN HANCOCK ENGINEERING CO.**  
**for the**  
**FURNISHING OF PROFESSIONAL SERVICES**  
**for**

**2013 SEWER CLEANING AND TELEVISIONING PROJECT**

**THIS AGREEMENT, made and entered into by and between THE VILLAGE OF LA GRANGE PARK, hereinafter referred to as the "VILLAGE", and EDWIN HANCOCK ENGINEERING CO., hereinafter referred to as the "ENGINEER", has been prepared and executed to document the Professional Engineering Services provided by the ENGINEER, set forth below. The said project shall be designated as the "2013 Sewer Cleaning and Televisioning Project" hereinafter referred to as the "PROJECT". The PROJECT will be located at various locations throughout the Village.**

**The specific scope of the improvement is the cleaning and televising of combined sewer lines at various locations.**

**Preliminary Engineering includes the preparation of any necessary plans, specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services outlined in Section I.A. of this agreement.**

**Construction Engineering includes line and grade staking of the proposed work, observation of the work as it progresses to verify its compliance with the plans and specifications, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section I.B. of this AGREEMENT.**

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

I. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Preliminary Engineering Services for the proposed PROJECT.

- a. Preparing preliminary design criteria.
- b. Preparing preliminary plans as necessary.
- c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
- d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed improvements.
- e. Preparing necessary plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
- f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where Law requires such.
- g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
- h. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Engineering Services for the proposed PROJECT.

II. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Construction Engineering Services for the proposed PROJECT.

- a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.

- b. Checking of shop and equipment drawings.
  - c. Providing line-and-grade staking.
  - d. Providing observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
  - e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
  - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - g. Coordination of materials testing engineers and review of materials inspection reports.
  - h. Advising the VILLAGE of defects and deficiencies in the work of the contractor; provided, however, that the ENGINEER does not guarantee the performance of the contract by the contractor.
  - i. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
  - j. Reviewing contractor's partial and final payment estimates, change orders, and other records that may be required.
  - k. Performing final inspection of all improvements.
- III. To cause to be furnished, when required, the following services, the actual costs for which are to be paid for by the VILLAGE, with approval first being obtained from the VILLAGE of the firms selected to provide these services and their charges for such services:
- a. Investigations and analysis reports of surface and subsurface ground conditions, if required.
- IV. That the ENGINEER will save harmless the VILLAGE and any representative of the VILLAGE from all claims and liabilities due to activities of the ENGINEER, its agents, or its employees and that the ENGINEER will carry adequate insurance at its own expense to provide such protection. Such insurance shall remain in force until this PROJECT is complete; reports have been made and accepted by the VILLAGE.
- V. That the ENGINEER will comply with all applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the municipality in which the work is to be done and shall operate within and uphold the rules and regulations of the VILLAGE.

- VI. That payment by the VILLAGE shall be as hereinafter provided. The ENGINEER shall submit invoices to the VILLAGE, not more frequently than once per month, for partial payment on account for its work completed to date.
- VII. That this AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, with the understanding that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed up to the date of termination.
- VIII. That the ENGINEER is qualified technically and is entirely conversant with the policies applicable to this PROJECT and that it has, and will furnish at the request of the VILLAGE, sufficient, properly trained, and experienced personnel to perform the services enumerated herein.
- IX. That the ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at its office at all reasonable times during the agreement period and for three (3) years from the date of final payment under this AGREEMENT.
- X. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

B. THE VILLAGE AGREES;

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. To pay the Engineer as compensation for all Preliminary Engineering services performed as stipulated in above Section A.1 a sum of money not to exceed Two Thousand and no/100 Dollars (\$2,000.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the

VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.

- b. To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.2 a sum of money not to exceed Five Thousand Five Hundred and no/100 Dollars (\$5,500.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
- c. To pay for the subletted services as stipulated in above Section A.3 at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.3 shall not be subject to the maximum total amount payable defined above, but must be agreed upon in writing in advance of the work.
- d. Total Fee Payments. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein agrees to pay to the ENGINEER for rendering such services the total fee hereinbefore established in the following manner:
  - (1) Partial Payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE monthly payments for the work performed shall be due and payable to the ENGINEER, such payment to be equal to One Hundred Percent (100%) of the value of the partially completed work minus all previous payments made to the ENGINEER.
  - (2) Final Payment – Upon approval by the VILLAGE but not later than sixty (60) days after the work is completed and all final measurements and reports have been made and accepted by the VILLAGE, a sum of money equal to the total fee as determined in this AGREEMENT less the total amounts of partial payments previously paid to the ENGINEER under Section B.I.c. (1) of this AGREEMENT shall be due and payable to the ENGINEER.

**C. IT IS MUTUALLY AGREED:**

- I. That any difference between the ENGINEER and the VILLAGE concerning the interpretation of the provisions of this AGREEMENT shall first be referred to a committee of disinterested parties consisting of one (1) member appointed by the ENGINEER, one (1) member appointed by the VILLAGE, and the third (3rd) member appointed by the two (2) other members ("Committee") for a determination if the matter can be resolved within seven (7) days of it being referred to the committee. If the parties cannot resolve the matter within 30 days after being referred to the Committee, the Parties may proceed as specified in paragraph IIID below.
- II. That this AGREEMENT may be terminated by either party for cause upon thirty (30) days written notice ("Notice Period") that the other party is failing to substantially perform in accordance with the terms of this AGREEMENT through no fault of the other. If the defaulting party fails to cure the defect within the Notice Period, the party providing notice may terminate this AGREEMENT. Upon such termination the VILLAGE shall make payment to the ENGINEER of all sums due and owing it less any amounts necessary to satisfy any breach. The ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The VILLAGE assumes all responsibility and releases the ENGINEER from any liability arising from the VILLAGE's use of partially completed drawings, specifications or other work product prepared by the ENGINEER or for any reuse of ENGINEER's work product on another project.
- III. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- IV. Except for any emergency or equitable claim, any claim, dispute, or other matter in question arising out of or related to this AGREEMENT shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the PROJECT is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- V. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this

**AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.**

- VI. Along with the General Conditions Attachment to Engineering Agreement attached hereto, this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.**

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF LA GRANGE PARK  
447 Catherine Avenue  
La Grange Park, Illinois 60526

By: \_\_\_\_\_  
Dr. James L Discipio, Village President

ATTEST:

By: \_\_\_\_\_  
Amanda G. Seidel, Village Clerk

Executed by the ENGINEER, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

EDWIN HANCOCK ENGINEERING CO.  
9933 ROOSEVELT ROAD  
WESTCHESTER, ILLINOIS 60154

By: \_\_\_\_\_  
Derek Treichel, P.E., President

ATTEST:

By: \_\_\_\_\_  
Paul E Flood, Senior Vice President

(Seal)

**GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT**

**A. THE ENGINEER AGREES:**

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

**c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**d. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or

on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

**e. Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

**f. Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
- 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate

appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE upon thirty (30) days written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors;
  - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE and all costs to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in

its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
- 20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no an adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
- 22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 24. This AGREEMENT may be terminated by the ENGINEER , upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through

no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
VILLAGE OF LA GRANGE PARK  
447 North Catherine Avenue  
La Grange Park, Illinois 60526  
Attn: Ms. Julia Cedillo, Village Manager
  - b. If to the ENGINEER:  
EDWIN HANCOCK ENGINEERING COMPANY.  
9930 Roosevelt Road  
Westchester, Illinois 60154-2780  
Attn: Derek Treichel, P.E., President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

#### **B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
  - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the ENGINEER's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AGREEMENT**  
**between**  
**THE VILLAGE OF LA GRANGE PARK**  
**and**  
**EDWIN HANCOCK ENGINEERING CO.**  
**for the**  
**FURNISHING OF PROFESSIONAL SERVICES**  
**for**

**RELOCATION OF WATER MAIN OUT OF OAK STREET SEWER LINE**

**THIS AGREEMENT, made and entered into by and between THE VILLAGE OF LA GRANGE PARK, hereinafter referred to as the "VILLAGE", and EDWIN HANCOCK ENGINEERING CO., hereinafter referred to as the "ENGINEER", has been prepared and executed to document the Professional Engineering Services provided by the ENGINEER, set forth below. The said project shall be designated as the "Relocation of Water Main Out of Oak Street Sewer Line" hereinafter referred to as the "PROJECT". The PROJECT will be located at the intersection of Oak Street and Kemman and Oak Street and Newberry in the Village of La Grange Park.**

**The specific scope of the improvement is the relocation of the existing water main that crosses through the existing sewer line on Oak Street at Kemman and at Newberry which are causing obstructions in the sewer line.**

**Preliminary Engineering includes the preparation of any necessary plans, specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services outlined in Section I.A. of this agreement.**

**Construction Engineering includes line and grade staking of the proposed work, observation of the work as it progresses to verify its compliance with the plans and specifications, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section I.B. of this AGREEMENT.**

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES;

I. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Preliminary Engineering Services for the proposed PROJECT.

- a. Preparing preliminary design criteria.
- b. Preparing preliminary plans as necessary.
- c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
- d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed improvements.
- e. Preparing necessary plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
- f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where Law requires such.
- g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
- h. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Engineering Services for the proposed PROJECT.

II. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Construction Engineering Services for the proposed PROJECT.

- a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds; including attending such meetings as may be required to inform the VILLAGE on the progress of

- the work.
  - b. Checking of shop and equipment drawings.
  - c. Providing line-and-grade staking.
  - d. Providing observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
  - e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
  - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - g. Coordination of materials testing engineers and review of materials inspection reports.
  - h. Advising the VILLAGE of defects and deficiencies in the work of the contractor; provided, however, that the ENGINEER does not guarantee the performance of the contract by the contractor.
  - i. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
  - j. Reviewing contractor's partial and final payment estimates, change orders, and other records that may be required.
  - k. Performing final inspection of all improvements.
- III. To cause to be furnished, when required, the following services, the actual costs for which are to be paid for by the VILLAGE, with approval first being obtained from the VILLAGE of the firms selected to provide these services and their charges for such services:
  - a. Investigations and analysis reports of surface and subsurface ground conditions, if required.
- IV. That the ENGINEER will save harmless the VILLAGE and any representative of the VILLAGE from all claims and liabilities due to activities of the ENGINEER, its agents, or its employees and that the ENGINEER will carry adequate insurance at its own expense to provide such protection. Such insurance shall remain in force until this PROJECT is complete; reports have been made and accepted by the VILLAGE.
- V. That the ENGINEER will comply with all applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the municipality in which the

work is to be done and shall operate within and uphold the rules and regulations of the VILLAGE.

- VI. That payment by the VILLAGE shall be as hereinafter provided. The ENGINEER shall submit invoices to the VILLAGE, not more frequently than once per month, for partial payment on account for its work completed to date.
- VII. That this AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, with the understanding that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed up to the date of termination.
- VIII. That the ENGINEER is qualified technically and is entirely conversant with the policies applicable to this PROJECT and that it has, and will furnish at the request of the VILLAGE, sufficient, properly trained, and experienced personnel to perform the services enumerated herein.
- IX. That the ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at its office at all reasonable times during the agreement period and for three (3) years from the date of final payment under this AGREEMENT.
- X. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**B. THE VILLAGE AGREES;**

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. To pay the Engineer as compensation for all Preliminary Engineering services performed as stipulated in above Section A.1 a sum of money not to exceed Four Thousand Three Hundred and no/100 Dollars (\$4,300.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time

necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.

- b. To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.2 a sum of money not to exceed Five Thousand Five Hundred and no/100 Dollars (\$5,500.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
- c. To pay for the subletted services as stipulated in above Section A.3 at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.3 shall not be subject to the maximum total amount payable defined above, but must be agreed upon in writing in advance of the work.
- d. Total Fee Payments. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein agrees to pay to the ENGINEER for rendering such services the total fee hereinbefore established in the following manner:
  - (1) Partial Payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE monthly payments for the work performed shall be due and payable to the ENGINEER, such payment to be equal to One Hundred Percent (100%) of the value of the partially completed work minus all previous payments made to the ENGINEER.
  - (2) Final Payment – Upon approval by the VILLAGE but not later than sixty (60) days after the work is completed and all final measurements and reports have been made and accepted by the VILLAGE, a sum of money equal to the total fee as determined in this AGREEMENT less the total amounts of partial payments previously paid to the ENGINEER under Section B.i.c. (1) of this AGREEMENT shall be due and payable to the ENGINEER.

**C. IT IS MUTUALLY AGREED:**

- I. That any difference between the ENGINEER and the VILLAGE concerning the interpretation of the provisions of this AGREEMENT shall first be referred to a committee of disinterested parties consisting of one (1) member appointed by the ENGINEER, one (1) member appointed by the VILLAGE, and the third (3rd) member appointed by the two (2) other members ("Committee") for a determination if the matter can be resolved within seven (7) days of it being referred to the committee. If the parties cannot resolve the matter within 30 days after being referred to the Committee, the Parties may proceed as specified in paragraph IIID below.
- II. That this AGREEMENT may be terminated by either party for cause upon thirty (30) days written notice ("Notice Period") that the other party is failing to substantially perform in accordance with the terms of this AGREEMENT through no fault of the other. If the defaulting party fails to cure the defect within the Notice Period, the party providing notice may terminate this AGREEMENT. Upon such termination the VILLAGE shall make payment to the ENGINEER of all sums due and owing it less any amounts necessary to satisfy any breach. The ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The VILLAGE assumes all responsibility and releases the ENGINEER from any liability arising from the VILLAGE's use of partially completed drawings, specifications or other work product prepared by the ENGINEER or for any reuse of ENGINEER's work product on another project.
- III. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- IV. Except for any emergency or equitable claim, any claim, dispute, or other matter in question arising out of or related to this AGREEMENT shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the PROJECT is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- V. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.
  
- VI. Along with the General Conditions Attachment to Engineering Agreement attached hereto, this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF LA GRANGE PARK  
447 Catherine Avenue  
La Grange Park, Illinois 60526

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

Dr. James L Discipio, Village President

ATTEST:

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

Amanda G. Seidel, Village Clerk

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Executed by the ENGINEER, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

EDWIN HANCOCK ENGINEERING CO.

9933 ROOSEVELT ROAD

WESTCHESTER, ILLINOIS 60154

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

Derek Treichel, P.E., President

ATTEST:

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

Paul E Flood, Senior Vice President

(Seal)

**GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT**

**A. THE ENGINEER AGREES:**

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

**c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**d. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or

on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
- 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate

appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE upon thirty (30) days written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors;
  - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE and all costs to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in

its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
- 20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
- 22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 24. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through

no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
VILLAGE OF LA GRANGE PARK  
447 North Catherine Avenue  
La Grange Park, Illinois 60526  
Attn: Ms. Julia Cedillo, Village Manager
  - b. If to the ENGINEER:  
EDWIN HANCOCK ENGINEERING COMPANY.  
9930 Roosevelt Road  
Westchester, Illinois 60154-2780  
Attn: Derek Treichel, P.E., President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

**B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
  - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the ENGINEER's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.