

PRESIDENT
Dr. James L. Discipio
VILLAGE MANAGER
Julia A. Cedillo
VILLAGE CLERK
Amanda G. Seidel



TRUSTEES
Scott F. Mesick
Patricia B. Rocco
Michael L. Sheehan
James P. Kucera
Mario J. Fotino
Robert T. Lautner

VILLAGE BOARD MEETING

Tuesday, MAY 27, 2014 – 7:30 p.m.

AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Employee Recognition Ceremony**
5. **Eagle Scout Recognition – John C. Maggos**
6. **Public Participation (Agenda Related Items Only)**
5. **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 22, 2014
- (ii) Executive Session Meeting – April 22, 2014
- (iii) Work Session Meeting – May 13, 2014
- (iv) Executive Session Meeting – May 13, 2014

B. Action – 2014 Construction Projects – Hancock Engineering: *Motion authorizing Village President to Execute Professional Engineering Agreements in Support of the 2014 Construction Projects, to include:*

- i. Engineering Agreement for Beach Avenue Resurfacing Project – Final Phase
- ii. Engineering Agreement for Ogden Avenue 10" Water Main Installation (between Edgewood & Park)
- iii. Engineering Agreement for Water Main Installation on La Grange Road (31st to 29th)
- iv. Engineering Agreement for Edgewood Repaving Project

C. Action – 2014 Beach Paving – Final Phase: *Motion Approving a "Resolution for Improvement Under the Illinois Highway Code" for the Expenditure of \$150,000 in MFT Funds*

D. Action – 2014 Beach Avenue Project (Final Phase: 26th to 29th) – Acceptance of Bid: *Motion accepting the bid proposal from ALamp Concrete Contractors, Inc. in the amount of \$261,896 and authorize the Village President to execute the necessary contract documents*

E. 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*

VILLAGE BOARD MEETING
Tuesday, MAY 27 – 7:30 p.m.

AGENDA (continued – Page 2

F. 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 24, 2014 with subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on June 24, 2014*

6. **Village Manager’s Report**
7. **Administration Committee** – Robert Lautner, Chairman
 - A. Monthly Report
8. **Building & Zoning Committee** – Michael Sheehan, Chairman
 - A. Monthly Report
9. **Engineering & Capital Projects Committee** – James Kucera, Chairman
 - A. Monthly Report
10. **Public Safety Committee** – Mario Fotino, Chairman
 - A. Monthly Report– Police Department
 - B. Monthly Report – Fire Department
11. **Public Works Committee** – Scott Mesick, Chairman
 - A. Monthly Report – Public Works Department
 - B. Discussion – Brainard Avenue Project
12. **Finance Committee** – Patricia Rocco, Chairman
 - A. Monthly Report
 - B. Action – Motor Fuel Tax Appropriation for Bond Payments: *Motion to Approve the Obligation Retirement Resolution Appropriating \$217,000 of Motor Fuel Tax Funds for the Purpose of Paying Bond Principal and Interest for Series 2004 General Obligation Bonds*
 - C. Action – Village Manager Purchasing Authority: *Motion to Approve an Ordinance Amending Chapter 31, Section 31.031 of the Village of La Grange Park Village Code – Powers and Duties of Village Manager*
13. **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
14. **Village President**

Discussion & Action – Commission Appointments 2014: *Motion to Make the Committee and Commission Appointments and Re-Appointments as Previously Noted*

VILLAGE BOARD MEETING
Tuesday, MAY 27 – 7:30 p.m.

AGENDA (continued – Page 3)

15. **Public Participation (Non-Agenda Related Items *Only*)**
16. **New Business**
17. **Executive Session** – For the purpose of discussing the *appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body according to 5 ILCS 120/2 (c)(1)*
18. **Adjourn**

Next Village Work Session Meeting: June 10, 2014

Next Village Board Meeting: June 24, 2014



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: 5/06/14

To: President and Board of Trustees

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

RE: 2014 Construction Projects – Hancock Engineering Agreements

PURPOSE: In accordance with the Fiscal Year 2014/15 budget, Engineering Agreements for 2014 Construction Projects are being presented for Village Board approval.

GENERAL BACKGROUND:

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

1. \$49,600 for Beach Avenue Resurfacing Project – Final Phase
2. \$57,600 for Ogden Avenue 10" Water Main Installation (between Edgewood & Park)
3. \$77,600 for Water Main Installation on La Grange Road (31st to 29th)
4. \$73,200 for Edgewood Repaving Project

These projects are budgeted for in their respective funds, and there are several thousand dollars left in each line item in case we need additional testing after the completion of the project. More simply said, the agreement amount is less than the amount which has been budgeted.

MOTION/ACTION REQUESTED:

Motion authorizing the Village President to execute Professional Engineering Services Agreements in support of the 2014 Construction Projects.

STAFF RECOMMENDATION:

Staff recommends approval of these documents.

DOCUMENTATION:

- Professional Services Agreements for the Four Projects

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 29th Street to 26th Street.

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 equal to Twenty Two Thousand Four Hundred and no/100 Dollars

(\$22,400.00), 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 equal to Twenty Seven Thousand Two Hundred and no/100 Dollars (\$27,200.00), 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 _____, 2014.

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 _____, 2014.

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

OGDEN AVENUE WATER MAIN REPLACEMENT 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 "Ogden Avenue Water Replacement Project" hereinafter referred to as the "PROJECT". The PROJECT will be located along Ogden Avenue from Edgewood Avenue to Park Avenue in the Village of La Grange Park.

The specific scope of the improvement is the replacement of the existing water main that along Ogden Avenue from Edgewood Avenue to Park Avenue.

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.

- 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 equal to Twenty Seven Thousand Two Hundred and no/100 Dollars (\$27,200.00), 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 equal to Thirty Thousand Four Hundred and no/100 Dollars (\$30,400.00), 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 _____, 2014.

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 _____, 2014.

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 Cadillo, 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

LAGRANGE ROAD WATER MAIN REPLACEMENT 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 "LaGrange Road Water Replacement Project" hereinafter referred to as the "PROJECT". The PROJECT will be located along LaGrange Road from 31st Street to 29th Street in the Village of La Grange Park.

The specific scope of the improvement is the replacement of the existing water main that along LaGrange Road from 31st Street to 29th Street.

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 equal to Thirty Seven Thousand Four Hundred and no/100 Dollars (\$37,400.00), 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 equal to Forty Thousand Two Hundred and no/100 Dollars (\$40,200.00), 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 _____, 2014.

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 _____, 2014.

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.

8. 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

EDGEWOOD 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 "Edgewood Avenue Resurfacing Project" hereinafter referred to as the "PROJECT". The PROJECT will be located on Edgewood Avenue from Harding Avenue to the south Village Limits.

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.

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 equal to Thirty Three Thousand Six Hundred and no/100 Dollars (\$33,600.00), 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 equal to Thirty Nine Thousand Six Hundred and no/100 Dollars (\$39,600.00), 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 _____, 2014.

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 _____, 2014.

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.

Village Board Agenda Memo

Date: 5/05/14

To: President and Board of Trustees

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

RE: 2014 Beach Avenue Paving – Final Phase 4 (26th to 29th) - IDOT Resolution

PURPOSE: The Beach Avenue paving program will soon be submitted to IDOT for approval to spend \$150,000 of Motor Fuel Tax Funds.

GENERAL BACKGROUND:

This year's budget includes the paving and replacement of sewer/water main as needed on Beach, from 26th to 29th. In addition to MFT funds, money has also been budgeted in the Sewer, Water and Capital Improvement Projects funds for this project.

Hancock Engineering has prepared a "Resolution for Improvement by Municipality Under the Illinois Highway Code" for this paving project. The total amount budgeted for this project (inclusive of engineering) is \$372,853. The MFT portion is \$150,000 or 40%.

MOTION/ACTION REQUESTED:

Motion approving a "Resolution for Improvement by Municipality Under the Illinois Highway Code" for the expenditure of \$150,000 in MFT funds.

STAFF RECOMMENDATION:

Staff recommends approval of this document.

DOCUMENTATION:

- Resolution for Improvement by Municipality Under the Illinois Highway Code

Village Board Agenda Memo

Date: 5/7/14

To: President and Board of Trustees

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

RE: 2014 Beach Avenue Project (Final Phase: 26th to 29th) – Acceptance of Bid

PURPOSE:

Acceptance of lowest bid for the Beach Avenue project.

GENERAL BACKGROUND:

The FY2014/15 budget includes the paving and replacement of sewer/water main as needed on Beach, from 26th to 29th.

Hancock Engineering prepared bid specifications and a bid opening was held on May 6, 2014, for the paving portion of the project. The lowest bidder was ALamp Concrete Contractors, Inc. with a total bid of \$261,896.00.

Hancock Engineering prepared the attached Letter of Recommendation dated May 6, 2014, recommending that the bid proposal from ALamp Concrete Contractors, Inc. be accepted.

In addition to MFT funds, money has also been budgeted in the Sewer, Water and Capital Improvement Projects funds for this project. The total amount budgeted for this project (inclusive of engineering) is \$372,853; the construction budget is \$320,000. The MFT portion is \$150,000 or 40%.

STAFF RECOMMENDATION:

Staff is recommending to accept the recommendation from the Village Engineer to accept the bid proposal from ALamp Concrete Contractors, Inc. in the amount of \$261,896.00.

MOTION/ACTION REQUESTED:

Motion accepting the bid proposal from ALamp Concrete Contractors, Inc. in the amount of \$261,896.00, and authorize the Village President to execute the necessary contract documents.

DOCUMENTATION:

- Hancock Engineering Letter of Recommendation dated May 6, 2014



HANCOCK ENGINEERING

100 Years of
Excellence

Civil Engineers ♦ Municipal Consultants ♦ Established 1911

May 6, 2014

President and Board of Trustees
Village of LaGrange Park
447 North Catherine Avenue
LaGrange Park, Illinois 60526

Re: 2014 Street Resurfacing (Beach from 29th to 26th)
MFT Section: 14-00074-00-RS
Bid Opening Results

Dear President and Board of Trustees:

Bids were received for the above referenced project on May 6, 2014. We offer the following comments and recommendations on the bid results.

The plans and specifications for the project were obtained by eleven (11) contractors, and the Village received bids from eight (8) qualified companies. A summary of the bids received is as follows:

ALamp Concrete Contractors Inc.	\$261,896.00
G&M Cement Construction, Inc.	\$262,630.00
Crowley-Sheppard Asphalt Co.	\$262,975.00
Schroeder Asphalt Services, Inc.	\$271,736.50
Chicagoland Paving Contractors Inc.	\$294,900.00
Schroeder & Schroeder Inc.	\$298,137.50
Brothers Asphalt Paving Inc.	\$300,172.50
J. Nardulli Concrete Inc.	\$354,001.00
Engineer's Estimate	\$323,050.00

The bids were checked and found to be in order. The lowest bidder ALamp Concrete Contractors Inc. is a well-qualified, local Chicago area contractor who has satisfactorily completed municipal projects in the suburban area surrounding Chicago. Therefore, we recommend that the Village accept the bid proposal submitted by ALamp Concrete Contractors Inc. in the amount of \$261,896.00.

We have enclosed a copy of the bid tabulation for the project and the original bid proposals.

Please feel free to contact our office should you have any questions or require additional information.

Very truly yours,

EDWIN ANCOCK ENGINEERING CO.


Paul E. Flood, Principal

Enclosures

cc: Ms. Julia Cedillo, Village Manager (W/Bid Tab)
Mr. Brendan McLaughlin, Director of Public Works (W/Bid Tab)
Edwin Hancock Engineering Company

BID TABULATION
 BID DATE & TIME: Tuesday, May 6, 2014 @ 10:00 a.m.
 PROJECT: 2014 Street Resurficing (Beech Ave from 26th to 26th)
 I:\bids\LAGRANG\PK14002 - Beech_MFT_14-74-RS.xls

ENGINEER'S ESTIMATE	ALAMP CONCRETE	GAM CEMENT	CROWLEY-SHEPPARD	SCHROEDER ASPHALT	CHGOLAND PAVING	SCHROEDER & SCHROEDER	BROS ASPHALT	JMARDULLI CONCRETE								
QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE							
1. Combination Curb and Gutter Removal	2,700	Foot	15,200.00	4.00	10,800.00	5.60	15,120.00	3.90	10,530.00	8.00	6,100.00	4.50	12,150.00	6.00	16,200.00	
2. Sidewalk Removal	1,600	SqYd	4,000.00	1.25	2,000.00	1.30	2,080.00	1.00	1,600.00	1.30	2,080.00	1.20	1,920.00	2.00	3,200.00	
3. Driveway Pavement Removal	720	SqYd	10,800.00	12.00	8,640.00	10.50	7,560.00	10.00	7,200.00	10.50	7,560.00	5.00	3,600.00	15.00	10,800.00	
4. HMA Surface Removed (Variable Depth)	3,750	SqYd	15,000.00	4.00	15,000.00	4.15	15,562.50	3.00	11,250.00	4.75	17,812.50	4.00	15,000.00	6.00	22,500.00	
5. Type "C" CB, Type 1 Frames, Open Ltd	1,500	Each	1,500.00	2,000.00	3,000.00	1,800.00	2,700.00	1,925.00	1,800.00	3,000.00	1,800.00	1,800.00	1,800.00	2,000.00	3,000.00	
6. Structure to be Adjusted	13	Each	500.00	375.00	4,875.00	315.00	4,095.00	320.00	4,160.00	300.00	3,900.00	375.00	4,875.00	300.00	3,900.00	
7. Structure to be Reconstructed	6	Each	1,500.00	1,000.00	7,500.00	1,200.00	7,200.00	1,275.00	7,650.00	1,200.00	7,200.00	1,200.00	7,200.00	1,500.00	9,000.00	
8. Frame and Lids, Type 1	8	Each	325.00	380.00	2,800.00	387.50	2,940.00	375.00	3,000.00	350.00	2,800.00	341.00	2,728.00	300.00	2,400.00	
9. Comb Core Curb and Gutter, TY B-4-12 (Mod)	2,700	Foot	59,400.00	18.00	48,200.00	16.10	43,470.00	16.75	45,225.00	17.00	45,900.00	14.00	37,800.00	18.00	51,300.00	
10. PCC Sidewalk, 5"	1,600	SqYd	8,800.00	4.50	6,800.00	5.50	6,800.00	6.00	9,600.00	6.00	9,600.00	4.50	7,200.00	5.00	8,000.00	
11. PCC Driveway Pavement, 7"	70	SqYd	30.00	25.00	1,750.00	21.00	1,470.00	32.00	2,240.00	32.00	2,240.00	25.00	1,750.00	40.00	2,800.00	
12. PCC Driveway Pavement, 7"	60	SqYd	60.00	42.00	2,520.00	48.15	3,169.50	57.00	36,900.00	46.00	31,500.00	45.00	31,500.00	50.00	3,000.00	
13. Class "C" patches, Type II, 6"	50	SqYd	10,000.00	70.00	14,000.00	47.25	9,450.00	75.00	15,000.00	75.00	15,000.00	100.00	20,000.00	85.00	19,000.00	
14. Class "C" patches, Type III, 6"	50	SqYd	10,000.00	45.00	9,000.00	47.25	9,450.00	75.00	15,000.00	75.00	15,000.00	100.00	20,000.00	85.00	19,000.00	
15. Class "C" patches, Type IV, 6"	50	SqYd	10,000.00	40.00	8,000.00	47.25	9,450.00	75.00	15,000.00	75.00	15,000.00	100.00	20,000.00	85.00	19,000.00	
16. Deformed Tin Bars	300	Each	7.00	5.00	1,500.00	5.00	1,500.00	5.50	1,650.00	5.50	1,650.00	4.00	1,200.00	6.00	1,800.00	
17. Protective Coat	1,500	SqYd	2.50	3,750.00	1.00	1,500.00	0.91	1,365.00	1.05	1,575.00	1.05	1,575.00	1.00	1,500.00	2.00	3,000.00
18. Bituminous Materials (Prime Coat)	2,800	Pound	4.50	12,600.00	0.50	1,400.00	0.51	1,428.00	0.60	1,680.00	0.61	1,708.00	0.50	1,400.00	1.00	2,800.00
19. Leveling Binder (Mechanic Method) (1/2")	460	Ton	85.00	39,100.00	85.00	39,100.00	80.00	36,800.00	89.00	40,940.00	80.00	36,800.00	112.00	51,520.00	90.00	41,400.00
20. HMA Surface Course, Mix D, N60	50	SqYd	1,000.00	150.00	7,500.00	150.00	7,500.00	150.00	7,500.00	150.00	7,500.00	150.00	7,500.00	150.00	7,500.00	
21. Incidental HMA Surfacing	1,800	SqYd	1,800.00	2.00	3,600.00	3.00	5,400.00	4.10	7,380.00	3.00	5,400.00	3.00	5,400.00	6.38	11,484.00	
22. Topsoil Placement, 3"	6.00	SqYd	15,200.00	5.00	30,400.00	11,400.00	68,400.00	9.00	54,000.00	9.00	54,000.00	7.00	42,000.00	13.00	78,000.00	
23. Sodding	10,000.00	SqYd	10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00	
24. Traffic Control and Protection, Standard 701501	5,000	L.S.	5,000.00	1.00	5,000.00	1.00	5,000.00	1.00	5,000.00	1.00	5,000.00	1.00	5,000.00	1.00	5,000.00	
25. Traffic Control and Protection, Standard 701601	125.00	Each	125.00	1.00	125.00	1.00	125.00	1.00	125.00	1.00	125.00	1.00	125.00	1.00	125.00	
26. Domestic Wear Service Box to be Adjusted																
			323,050.00		262,830.00		271,735.50		284,800.00		258,137.50		300,172.50		354,001.00	
					262,830.00		271,735.50		284,800.00		258,137.50		300,172.50		354,001.00	
					262,830.00		271,735.50		284,800.00		258,137.50		300,172.50		354,001.00	

TOTAL AMOUNT OF BID

Memorandum

TO: Trustee Patricia Rocco, Chairman
Finance Committee

FROM: Julia Cedillo, Village Manager

DATE: May 22, 2014

RE: *First Half & Second Half of May 2014*

Payments for operating expenses from the various funds for *first & second half of May 2014* includes:

	<u><i>First Half of May</i></u>	<u><i>Second Half of May</i></u>
General Fund	\$ 197,385.34	\$ 149,108.63
2004 Debt Service Fund	3,906.97	- 0 -
Water Fund	262,614.72	7,051.22
Motor Fuel Fund	- 0 -	- 0 -
Sewer Fund	91,664.21	1,942.56
Emergency Telephone	13,666.26	10,268.00
Trust & Agency Fund	1,658.23	500.00
Working Cash Fund	- 0 -	- 0 -
Capital Projects Fund	98,301.80	24,227.88
Total	\$ 669,197.53	\$ 193,098.29

Payment for salaries, deductions, and employer payroll costs for the *first & second half of May 2014* includes a payroll disbursement from:

	<u><i>First Half of May</i></u>	<u><i>Second Half of May</i></u>
General Fund	\$ 156,142.47	\$ 154,810.15
Water Fund	7,848.42	8,653.47
Sewer Fund	3,979.77	4,089.11
Trust & Agency	- 0 -	- 0 -
Total	\$ 167,970.66	\$ 167,552.73

Public Works Committee

Scott Mesick, Chairman

Michael Sheehan

Mario Fotino

Village Board Agenda Memo

Date: May 22, 2014
To: Village President & Board of Trustees
From: Julia Cedillo, Village Manager 
RE: Brainard Avenue Project

PURPOSE

To provide the Village Board with background documentation related to the Brainard Avenue pavement project.

GENERAL BACKGROUND:

At the September 2013 Work Session, staff sought direction from the Board as to whether the Village should begin discussion with Brainard residents if there was potential interest in seeking federal grant dollars under the Surface Transportation Program (STP) or whether the Village should pursue a smaller scope for the project, funded by the Village. The Board directed staff to clarify with IDOT what requirements were necessary under the STP and identify whether variances from those requirements are likely. In October 2013, Village staff and engineers met with the Illinois Department of Transportation (IDOT) as well as the Federal Highway Administration (FHWA). Under a preliminary review of the project under the STP, both agencies agreed that the Village would receive variations such that the speed limit would remain the same, no stop signs would be removed, and no street widening would take place (see attached meeting minutes). However, to accommodate minimum lane and parking width, parking must be limited to one side of the street. It should be noted that no new pavement markings would be required and the peak of the pavement would remain as it exists, in the center of the road.

Concurrent to the Village's confirmation of the scope of the project under the STP, several residents from Brainard Avenue made contact with the Village in an effort to express their concerns regarding the project. One specific contact came from a Brainard resident who offered to coordinate a community advisory group to facilitate public input as an impartial and independent party. The purpose of the group was to garner resident feedback, help understand the project context and achieve community buy-in on the process and design. The work of the group would culminate into a consensus based report, to be presented to the Village Board.

At the October 2013 Village Board Meeting, the Village Board agreed to provide limited support to a community group independent of the Village, to include the use of the community room for meetings, staff response to questions, and a group presentation of a report to the Village Board. At the January 2014 Board Meeting, the Village Board took action to establish an evaluation timeline as follows:

- May 13, 2014 Work Session: Public comment /community group presentation on the Brainard Project
- May 27, 2014 Work Session: Village Board Discussion (if necessary)
- June 10, 2014 Work Session: Village Board Decision

This timeline allowed sufficient time for any community group or resident to prepare feedback for the Village Board.

CAG Presentation

At the May 13th Work Session, residents Chris Kahler and Matt Rempfer, representing a Community Action Group, provided a presentation on their findings, summarized in a memo dated May 13, 2014, attached. The report

concludes with three recommendations, approved by way of a vote of the Community Action Group on May 6, 2014, as follows:

1. Re-classify Brainard Ave. as a local residential street.

Staff response: this is not recommended as the road would lose opportunities future funding for the LAFO grant, which are grants designed for roads where the scope of work is narrower and extensive curbing is not required. If Edgewood had not been declassified, the work that is currently being done would be funded at 60% (\$235,000) in the form of a grant, bringing taxpayer dollars back to the community.

2. Do not accept the STP funds and mandates to subsidize the repairs to the four blocks of Brainard Ave.

Staff response: this is a policy decision. Brainard is a classified collector route, as reviewed and approved by IDOT and as such, is eligible for federal grant funding.

3. Improve Brainard as a village funded project (Harding to village limits). The scope should consist of new curb and gutter, full driveway aprons, resurfacing, curb ramps (at the intersections), and adjustment of drainage structures. There should be no pavement widening, no centerline striping other than at the S-curves, and no parking restrictions. We are also requesting that cross-walk designations be made at the S-curves.

Staff response: under Village funding, the scope of the sewer work is narrower. The Village does not pay for full driveway replacement for any roadway project in town. Residents who wish to have their full driveway replaced can do so through the 50/50 program, paying for half the cost at contractor pricing. The Village's Engineer does not recommend crosswalks in the S curve because they would be mid-block crossings that are not typical for the Village and as such could be considered unexpected by drivers. In addition, the presence of the S curves reduces visibility of a potential crossing. There are crossings at the intersections on either side of the S curves that pedestrians can use and the additional walking length is ½ block at most.

The Village Board is scheduled to make its decision as to whether it will seek federal funding (STP grant funding) for the paving of Brainard at the June 10, 2014 Work Session. If the Village Board chooses to seek STP grant funding, staff will prepare the necessary application to the West Central Municipal Conference (WCMC) for its July meeting. The application request, if approved, will be placed in a queue with other member communities until funding is available. This process can take three to five years. The cost savings realized (estimated in the amount of \$300,000 – see attached) would be available for other Village road paving projects. If the Village Board chooses not to seek STP grant funding, the Village would use its own available funds in a future fiscal year, currently programmed in the Five Year Plan, at Year 5.

Village staff wishes to express its gratitude to a number of folks who have been involved in this process thus far. Thanks to the Village's Engineering firm, Hancock Engineering (Paul Flood and Jim Goumas) for answering questions and being readily available to meet to discuss this project. Thanks also to the Village Board for its thorough consideration of this matter over the past few months. And finally, special thanks are in order to the number of residents who have contacted Village staff on this issue. At every turn residents were patient and gracious with commentary, concerns, and requests for information, making this discussion a constructive and learned process.

MOTION/ACTION REQUESTED

No action is requested at this time. This memo and the attached materials are for background and informational purposes only.

DOCUMENTATION

- IDOT Meeting attachments, October 8, 2013

- Email from Ms. Vanourek, IDOT, dated April 27, 2004
- Memo dated May 13, 2014, Community Advisory Group
- Estimated Project Cost Comparison: Village Funded and Under STP Funding

BRAINARD AVENUE IMPROVEMENT
HARDING AVENUE TO OGDEN AVENUE
VILLAGE OF LAGRANGE PARK
COOK COUNTY

FHWA/IDOT LOCAL AGENCY COORDINATION MEETING
OCTOBER 8, 2013

This project was previously presented in 2004 and the Village requested three variances at that time, two of the variances were granted but the third was not. As a result of strong public opinion against the widening of the road to keep parking on both sides, the Village decided to abandon the project. Copies of the email opinion on the variance and supporting documents for the request from 2004 were distributed as well as a location map and existing typical cross sections.

A brief overview of the scope of the project and termini was presented. The existing ADT is 4,000 and the existing pavement cross section is 28' E-E with parking allowed on both sides.

The Village was inquiring on the current opinion on the variance requests that were made originally. The three variances requested were maintaining existing multi-way stop signs that are not warranted, maintain the current speed limit of 25 mph, and maintain parking on both sides without widening from the existing pavement section (28' E-E).

The justification for the keeping of the multi-way stop signs is due to sight line issues and the pedestrian use because of the school located on Brainard near Ogden. In addition, the other roadways in the area have a similar pattern of stop sign locations and drivers have an expectancy of multi-way stop signs. IDOT Springfield and the FHWA concurred on the granting of this variance request.

The justification for maintaining the speed limit was based upon the southern third of the project already having a reduced speed due to the location of two curves as well as an analysis which indicated 135 access conflicts per mile which would allow a 10% reduction in the speed. IDOT Springfield and the FHWA concurred on the granting of this variance request.

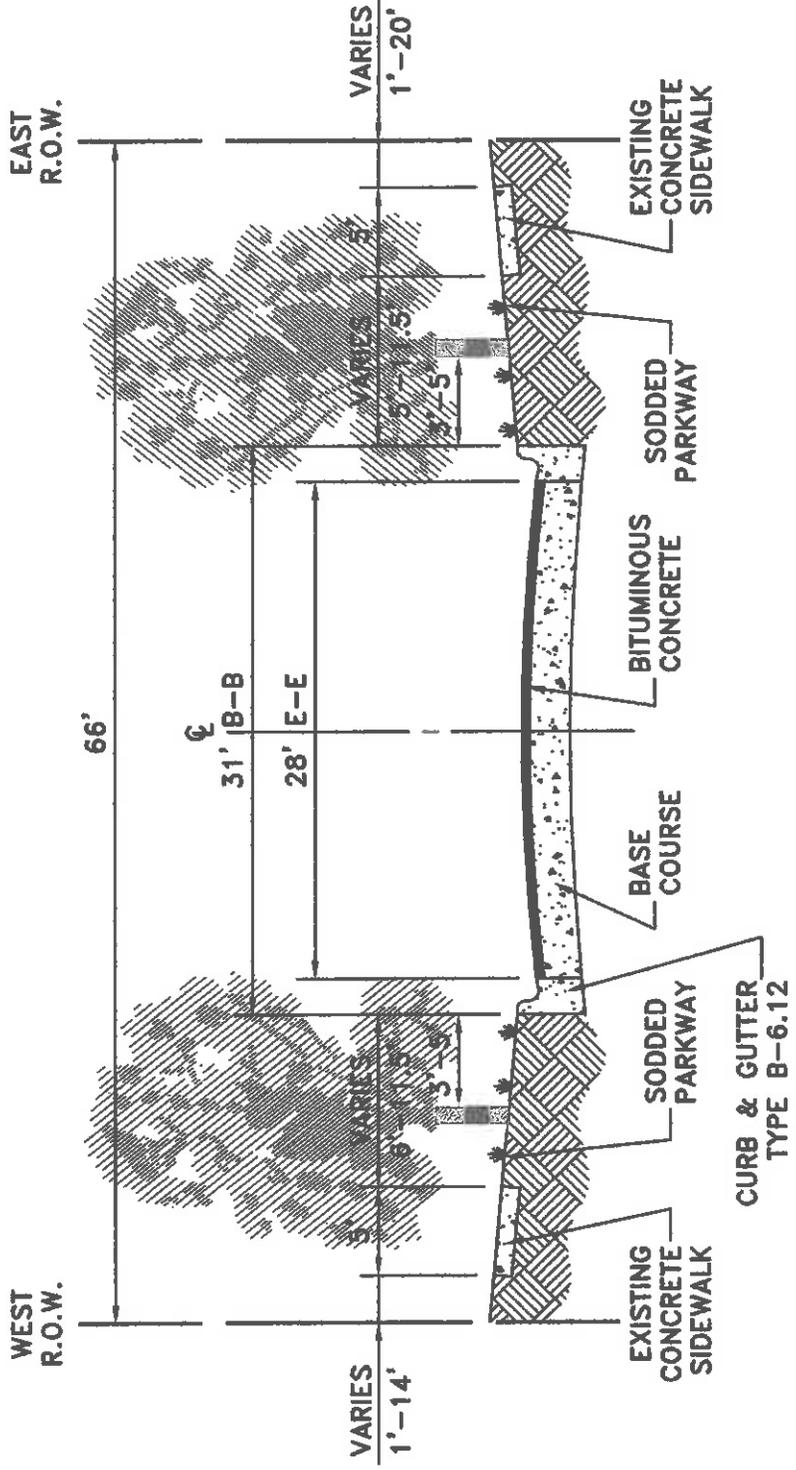
The last request, maintaining parking on both sides with the same pavement cross section was discussed. The Village explained that parking is not allowed overnight, is higher in evenings and minimal during the day and there is a very low accident history. IDOT Springfield and FHWA made the same determination as last time that the existing cross section could not be maintained if parking was allowed to remain on both sides. The Village inquired if there was an appeal process and they were told there is not. IDOT Springfield and FHWA did indicate that the same cross section could be maintained if parking was limited to one side only. Under that scenario, the Village inquired as to the need for center line pavement marking and they were informed since the ADT was less than 6,000 the MUTCD does not require center line pavement marking.

BRAINARD AVENUE

LYONS TOWNSHIP



PROJECT LOCATION



EXISTING TYPICAL CROSS SECTION
BRAINARD AVENUE
 (THROUGH CURVED PORTION)
 (WOODLAWN TO VILLAGE LIMITS)

Village of LaGrange Park
Brainard Avenue Improvement
Preliminary Discussion of Variances
FHWA Coordination Meeting
10/08/13

Scope of Project

- 3R, Curb Gutter R&R, pavement patching, driveway R&R, resurfacing

Termini/Limits

- Not affecting or touching intersection with Ogden, stopping at Village Limits, was repaved recently.
- Harding Avenue, STP Route
- Length (0.58 Miles)

Existing Typical Section

Brief Review of Project History

Preliminary Variance Discussion

- *Unwarranted Multi-Way Stop Signs*
- *Speed Limit of 25mph*
- *Pavement Cross Section Options*

2004OLD
IDOT**James G. Goumas**

From: Vanourek, Amy R. [VanourekAR@dot.il.gov]
Sent: Tuesday, April 27, 2004 7:30 AM
To: James G. Goumas
Subject: FW: Brainard Avenue (Sect # 00-00060-00-RS)

Jim,

Below are Springfield's unofficial comments about the design variances. You will get a formal letter explaining these decisions as soon as I get it from Springfield. If you have any questions, please let me know.

Amy

Amy Vanourek
Federal Aid Location Engineer
847-705-4551

-----Original Message-----

From: Danmole, Salmon O
Sent: Monday, April 26, 2004 3:37 PM
To: Vanourek, Amy R.
Subject: RE: Brainard Avenue (Sect # 00-00060-00-RS)

Amy,

We have reviewed your request for design variance concerning the subject section and have the following comments:

- Based on the District's recommendation and the justification given by the Village of LaGrange Park, we concur with your request to:
 1. allow existing all-way stop signs to remain.
 2. allow the posted speed limit to remain at 25 mph
- Due to safety issue associated with the high traffic count(4000 ADT) and narrow roadway, we are denying the variance request to maintain parking on both sides of the roadway without widening.

-----Original Message-----

From: Vanourek, Amy R.
Sent: Monday, April 26, 2004 11:12 AM
To: Danmole, Salmon O
Subject: FW: Brainard Avenue (Sect # 00-00060-00-RS)

Sal,

I sent you a variance request for the subject project a couple of weeks ago. The local agency is having a board meeting tomorrow and was wondering what the status of the review is. There is no hurry to get it done, but if you could estimate a time, that would be great! Thanks!

Amy

Amy Vanourek
Federal Aid Location Engineer

5/18/04

Date: May 13, 2014

To: President James Discipio and the Trustees of the Village of La Grange Park

From: The Brainard Ave. Community Advisory Group (“CAG”)

RE: The Village Should Not Apply for STP funding for Brainard Ave.

As residents of the Village of La Grange Park and members of the CAG, we are writing in response to the village’s proposal to accept federal funds through the Surface Transportation Program (STP) to subsidize the resurfacing of several blocks of Brainard Ave., instead of using only village funds. We have spent a significant amount of time discussing and researching the restrictions attached to the STP funding, i.e., one-sided parking, and we have concluded that accepting the STP funds is wrong for Brainard Ave., the surrounding community, and the village because it imposes the standards of a major roadway onto our residential street. Therefore, we are requesting that the Trustees vote no on the STP funds and, instead, fund the Brainard Ave. repairs with our own money. This is the right decision.

We Care About a Safe Brainard Ave.

We have a direct and material interest in maintaining the safety and residential quality of our street. Brainard Ave. is the center of the non-commercial, residential Harding Woods neighborhood. Children of all ages are a constant presence, whether they are waiting for the school bus, walking to school, going to the park, or playing in front of the houses. Brainard Ave. provides access to five different schools with school busses, crossing guards and parents walking their children to school. Furthermore, Brainard Ave. provides access to the Salt Creek Bike Trail and there is a consistent flow of pedestrians, bicyclists, and runners on their way to the forest preserves.

The residents of this street enjoy a close bond of friendship that anyone would hope to find in this urban environment with summer and autumn block parties and various other social interactions throughout the year. The desirability of our neighborhood has been recognized by Chicago media.¹ When the Chicago Tribune recently dedicated a section of the paper about La Grange Park they published a photo of the 500 block of Brainard Ave. to highlight the village’s neighborhood quality.

Despite an increased level of traffic on Brainard Ave. – as compared, e.g., to Stone and Park Aves. -- our blocks have a very good history of safety with few auto or pedestrian accidents. This level of safety is a product of the residents’ active approach to parking on both sides of Brainard Ave. Parking on both sides of the street slows down traffic, causes cars to pause in the middle of the block, and discourages through traffic from utilizing Brainard Ave. as a by-pass around the congested La Grange Rd. and Ogden Ave. intersection.

¹ Mann, Leslie, “A Little Town with a Lot of Appeal”, Chicago Tribune, July 22, 2011.

FHWA & IDOT: Brainard Ave. is not a “Collector” Street

It is our understanding that in the 1970’s the village designated Brainard Ave. as one of several “collector” streets in the village and it is relying on this designation to apply for the STP funds.² Unfortunately, the STP funding has a mandate that parking on Brainard Ave. be limited to one side of the street. On April 8, CAG representatives, along with the village engineers, met with IDOT and FHWA officials to request that the single-sided parking requirement be waived and allow the village and its residents to decide on the best use of our street.

At the meeting, we argued that the single-sided parking would increase traffic and decrease safety on Brainard Ave. Most importantly, we highlighted that this is a commercial-free, residential neighborhood with a high volume of pedestrian traffic (both school children and adults). In response, FHWA and IDOT refused to waive this requirement and they explained that it is non-negotiable that major streets, such as those designated as collectors (Brainard Ave.), should maximize the flow of traffic. Their primary concern is unobstructed traffic flow, without regard to the context of the neighborhood. Both agencies specifically stated that Brainard Ave. is not actually a collector street and should be categorized as a local residential street.

Based the feed back CAG received from the government officials, and our own review of the relevant information, it is clear that Brainard Ave. has been improperly designated as a collector street by the village because the traffic volume and the neighborhood have the characteristics of a local residential street. The officials noted that this puts the village in a Catch-22 because in order to accept federal funds then Brainard Ave. will have to be treated and developed like a major roadway, but if it was properly designated as a local road it will not receive federal funding.

Reasons for Not Accepting Federal and State Funding Mandates

The traffic engineers’ opinions were insightful and they reinforce the CAG’s position that this is not a tough decision for the Trustees: Brainard Ave. should not be treated in a manner inconsistent with its residential nature just for a nominal savings to the village. The CAG is recommending that the village vote no to the federal funding mandates (limited on-street parking) because maintaining the status quo is the right thing to do to promote safety in the neighborhood. The CAG’s primary concerns for opposing the federal funding is that Brainard Ave. is not a collector street and eliminating dual-sided parking will increase traffic volume and speeds in our residential neighborhood. In particular:

1. It is the professional opinion of the FHWA and IDOT traffic engineers that Brainard Avenue is not a *collector* street. In fact, historically it was not used by many motorists outside of our community until the street was made it more attractive by installing the traffic light at 31st street. The residents of these blocks are not interested in facilitating more traffic use of Brainard Ave. as a cut-through street. At the April 8 meeting, the FHWA engineer opined that the location and traffic volume of Brainard Ave. means that it should never have been designated as a collector street. The IDOT representative took

² STP funds are administrated by the Federal Highway Administration (“FHWA”) and the Illinois Department of Transportation (“IDOT”) and according to the village only streets with a collector or arterial designation are eligible for STP funds.

that comment a step further and accused the village of “gaming” the system by naming Brainard Ave. as a collector street in order to obtain STP funds. They noted that IDOT and the FHWA do not usually get involved in such a small residential project and that the village should use its own funds to pay for the project (or issue bonds).

2. The FHWA and IDOT engineers’ opinions that Brainard Ave. should be classified as a local road is confirmed when it is compared to two other village “collector” streets, Maple Ave. and Kemman Ave. Those streets have carved out singled sided parking or have no parking and four lanes of traffic. They also have speed limits up to 30 mph, striping, and a reduced number of stop signs to increase the flow of traffic. Both of these streets are designed to facilitate traffic to businesses, both local and beyond. This is the opposite of Brainard Ave., which has stop signs at every four-way intersection, no businesses, is not striped, has dual-sided parking, has a speed limit of 25 mph, and ends at 31st St.
3. Residents on Brainard Ave. enforce this 25 mph limit and reduce the attractiveness of the street as a through-street by parking on both sides of the street. Dual-sided parking is a mechanism for providing a safer neighborhood for children “because it provides friction that reduces speed of moving vehicles, acts as a barrier between pedestrians and moving traffic and minimizes pedestrian-vehicle conflicts....” (*On-Street Parking on State Roads*, Dr. Virginia P. Sisiopiku). It is undisputed that dual-sided parking calms traffic, reduces motorist speeds and promotes compliance with posted speed limits.³ (*Traffic Calming—State of Practice*, 1990). Of great weight to the CAG and local residents is that the village has not conducted a traffic safety study to determine if the effect of the increased flow, speed, and volume of traffic on Brainard Ave.
4. The STP funding mandate is arbitrary because it does not reflect the nature of the neighborhood and Brainard Ave.’s heavy pedestrian traffic. The mandate ignores the fact that the three blocks north of Harding Ave. will continue to have dual-sided parking. This highlights the inherent flaw in the village using an improper designation simply to obtain federal funds. Their requirement simply ignores how Brainard Ave. functions and the village should not agree to arbitrary requirements for nominal monetary savings.
5. The FHWA and IDOT requirements operate to relieve traffic from the congested La Grange Rd. and Ogden Ave. intersections. The congestion at the major intersection is well known to local residents, and it is apparent that by providing nominal contributions to the re-paving of Brainard Ave., while requiring single-sided parking, the government will be promoting non-local traffic to utilize Brainard Ave. as a by-pass to La Grange Rd.
6. The STP funding mandate does not benefit La Grange Park residents. By eliminating parking on one-side of the street, it will increase the speed and volume of traffic. This benefit does not inure to local residents, but to residents of La Grange and Westchester who will utilize the street on their way to other towns to work, shop or dine. Any short

³ According to an Institute of Traffic Engineers’ study, removal of dual-sided parking (a/k/a chicanes) may increase traffic speeds from 12-30% and traffic volume by 7%. These numbers do not reflect the increase traffic volume and speeds that result from a newly paved and more attractive street.

term, nominal benefit to the village is far outweighed by the increased traffic, changes to the quality of our neighborhood, and risk to children and pedestrians.

Our Recommendations to the Village

Brainard Ave. is a local road, is in need of repairs, and should be repaired using the village funds. Therefore, on May 6, the CAG voted to approve the following recommendations concerning the repair of Brainard Ave.:

1. Re-classify Brainard Ave. as a local residential street.⁴
2. Do not accept the STP funds and mandates to subsidize the repairs to the four blocks of Brainard Ave.
3. Improve Brainard as a village funded project (Harding to village limits). The scope should consist of new curb and gutter, full driveway aprons, resurfacing, curb ramps (at the intersections), and adjustment of drainage structures. There should be no pavement widening, no centerline striping other than at the S-curves, and no parking restrictions. We are also requesting that cross-walk designations be made at the S-curves.

We have spent a significant amount of time discussing, investigating, and researching whether the village should accept the STP funds and we have concluded that it is the wrong thing to do for the residents and village. Therefore, we are requesting that you vote no to the STP funds.

Respectfully submitted by the Community Action Group of Brainard Ave.:

/s/ Matthew G. Rempfer, P.E.
Matt Rempfer
333 N. Brainard Ave.

/s/ Christopher M. Kahler, Esq.
Chris Kahler
528 N. Brainard Ave.

⁴ The village has recently re-classified Edgewood Ave. from a collector street to a local residential street.

Option 1: Improve Brainard as a Village Funded Project			
COST	Village		Federal
	General Fund	Sewer Fund	STP Grant
Phase I Engineering	\$0	\$0	\$0
Phase II Engineering	\$36,800	\$3,200	\$0
Construction (Road and Minor Sewer Work)	\$561,200	\$48,800	\$0
Subtotal	\$598,000	\$52,000	\$0
Total Project Cost	\$650,000		

Option 1 SCOPE: All new curb and gutter and partial driveways, resurfacing, new curb ramps, adjusting or reconstructing drainage structures. Extends from Harding to Village Limits.

Option 2: Improve Brainard with STP Funds (eliminates parking on one side)			
COST	Village		Federal
	General Fund	Sewer Fund	STP Grant
Phase I Engineering	\$65,000	\$0	\$0
Phase II Engineering	\$52,560	\$7,440	\$0
Construction (Road and Moderate Sewer Work)	\$195,458	\$27,668	\$669,375
Subtotal	\$313,018	\$35,108	\$669,375
Total Project Cost	\$1,017,500		

Option 2 SCOPE: All new curb and gutter and full driveways, resurfacing, new curb ramps, all new catch basins and sewer laterals. Extends from Harding to Ogden. Option 2 also includes additional pavement patching (base repair).

Under STP Grant:		
The Federal Government funds 75% of all construction costs.		
Overall cost savings to the Village would be:		\$301,875

The above are preliminary Engineer's estimates.

Finance Committee

Patricia Rocco, Chairwoman

Scott Mesick

James Kucera

Village Board Agenda Memo

Date: May 5, 2014

To: Finance Committee Chair Patricia Rocco
Village President & Board of Trustees

From: Larry Noller, Finance Director ^{LN}
Julia Cedillo, Village Manager 

Re: **Motor Fuel Tax Appropriation for Bond Payments**

GENERAL BACKGROUND:

The Village Board authorized a \$2,260,000 bond issue in 2004 to finance the paving of streets. The intent was to pay for the bonds using primarily Motor Fuel Tax revenue, with smaller contributions from the Water Fund and the Sewer Fund for those portions of the project related to water and sewer infrastructure respectively. The Village will make the final payments on these bonds in 2014. As such, the Village has also budgeted to pay a small portion of the 2014 bond payments with remaining funds in the 2004 Debt Service Fund. These funds are from accumulated interest earnings.

In order to use Motor Fuel Tax funds to pay principal and interest to the bondholders, the Village Board is required to pass a resolution each year appropriating the MFT funds. The Illinois Department of Transportation uses a standard form for this purpose entitled "Obligation Retirement Resolution".

The resolution appropriates a smaller amount (\$217,000) than is required to make the 2014 scheduled principal and interest payments of \$264,435. The difference between the two amounts will be paid from the Water Fund (\$12,268.62), the Sewer Fund (\$32,257.88) and the 2004 Debt Service Fund (\$2,908.50).

STAFF RECOMMENDATION:

We recommend the resolution be approved at the May 27, 2014 Village Board meeting.

MOTION/ACTION REQUESTED:

Motion to approve Obligation Retirement Resolution appropriating \$217,000 of Motor Fuel Tax funds for the purpose of paying bond principal and interest for Series 2004 General Obligation Bonds.

DOCUMENTATION:

- IDOT Obligation Retirement Resolution



**Obligation Retirement Resolution
(County or Municipal)**

A resolution providing for the retirement of certain municipal indebtedness by the use of motor fuel tax funds

WHEREAS, the Village of La Grange Park has outstanding indebtedness described as follows:

\$2,260,000 General Obligation Bonds, Series 2004

(Title of bond issue or paving district and municipal motor fuel tax section number)

Bonds or Public Benefit Assessments	Number of the Bonds or Assessments	Interest or Principal	Date Due	Amount
Bonds	10	Principal	12/1/2014	\$255,000.00
		Interest	6/1/2014	\$4,717.50
		Interest	12/1/2014	\$4,717.50
		Total		\$264,435.00

and.

WHEREAS, in the opinion of this body, the indebtedness described in the preceding paragraph may be retired with funds allotted to the municipality under the Motor Fuel Tax Law, and

WHEREAS, it appears that sufficient motor fuel tax funds are or will be available when the above indebtedness is due, and

WHEREAS, the President and Board of Trustees has, by resolution adopted 11/26/2013, Ord 984

(County Board, Council or President and Board of Trustees)

directed the Clerk of Cook County to cancel the 2013 tax levy (for taxes collectable in 2014) which would have produced funds to pay this indebtedness. (Not applicable to special assessment projects.)

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Two Hundred Seventeen Thousand and 00/100 dollars (\$ 217,000.00) from funds allotted to the county or municipality under the Motor Fuel Tax Law for the payment of the above-described indebtedness, and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit three (3) certified copies of this resolution to the Regional Engineer, Department of Transportation, District 1, Schaumburg, Illinois.

Village Board Agenda Memo

Date: May 6, 2014

To: Finance Committee Chair Patricia Rocco
Village President & Board of Trustees

From: Larry Noller, Finance Director LN
Julia Cedillo, Village Manager JC

Re: Village Manager Purchasing Authority

GENERAL BACKGROUND:

The Village Code currently authorizes the Village Manager to make purchases and enter into contracts of up to \$5,000 without Village Board approval and up to \$9,999 without Village Board approval if approved by two members of the appropriate Committee.

The present amounts have not been updated for over 10 years and have resulted in the need to bring routine purchases to a Committee or Village Board meeting for approval. Increasing the Village Manager's purchasing authority will provide for a more efficient purchasing process.

A survey of local comparable communities found that Village Managers/Administrators typically had either \$10,000 or \$20,000 in purchasing authority. Staff is recommending that the Village Manager's purchasing authority be increased to \$10,000 without Village Board approval and to remove the option for approval by Committee members. Purchases over \$10,000 will be brought to the Village Board for approval.

STAFF RECOMMENDATION:

We recommend the attached ordinance be approved at the May 27, 2014 Village Board meeting.

MOTION/ACTION REQUESTED:

Motion to approve an Ordinance Amending Chapter 31, Section 31.031 of the Village of La Grange Park Village Code-Powers And Duties Of Village Manager

DOCUMENTATION:

- Copy of existing code section
- Survey of comparable communities
- Recommended ordinance

§ 31.031 POWERS AND DUTIES.

(A) The Village Manager shall be the Chief Administrator of the village and shall be responsible to the President and Board of Trustees for the management and operation of the Department of Public Works, the Fire Department, the Police Department, the water works and the general offices of the village, except to the extent that jurisdiction for the functions and employees of the office are vested in another officer by statute; and he or she shall have supervision over such other administrative departments and offices as may be created unless the management and control of the office is expressly delegated elsewhere.

(B) Specifically, but without limitation, he or she shall have the following powers and duties:

(1) He or she shall be responsible for the appointment of all employees of the village, except for sworn personnel under the Police Commission. He or she shall further be responsible for the removal or suspension of any employee when the removal or suspension shall be consistent with the best interests of the village. All such appointments and removals shall be based upon merit and upon the qualifications or disqualifications of the employee without regard to political belief or affiliation. The appointment or removal of department heads shall be with the advice and consent of the Village President and Village Board.

(2) He or she shall have power to fix the salaries, wages and hours and conditions of employment of all such officers and employees under his or her jurisdiction, subject to the approval of the Board of Trustees. No expenditure shall be made on account of or pursuant to the appointment or employment by the Village Manager unless authorized by or under the applicable appropriation or budget of the village, and all such expenditures shall be subject to the approval of the Board of Trustees.

(3) He or she shall be purchasing agent of the village and shall make or supervise all necessary purchases of equipment, materials and supplies by the village and all contracts therefor. He or she shall have the power to enter into contracts and purchase goods and materials involving up to \$5,000 without the prior approval of the Board of Trustees and up to \$9,999 without the prior approval of the Board of Trustees if approved by two members of the appropriate committee of the Board. Contracts with purchases in excess of this amount shall require the prior approval of the Board of Trustees.

(4) He or she shall prepare and present to the Board of Trustees at the end of each fiscal year an estimate of income and expenses for the ensuing year for the consideration of the Board of Trustees.

(5) He or she shall act as business manager for the village under the direction of the Village President and in cooperation with the Village Collector, Treasurer and Clerk. He or she shall control and direct all expenditures made by the village. He or she shall, before the same is presented to the Board of Trustees for approval, certify as to the correctness of all bills and accounts. He or she shall have supervision over the accounting work of the village and shall keep or cause to be kept, full and complete books of account showing the exact condition of the financial affairs of the village and shall supervise the keeping of all necessary records to accomplish this to the extent that such supervision is not vested in the Collector, Treasurer or Clerk by statute.

(6) He or she shall attend all the regular and special meetings of the Board of Trustees unless excused by the Board.

(7) He or she shall render or cause to be rendered monthly to the Board of Trustees a written report covering the work of each department or operation of the village under his or her management and monthly statements showing the exact financial condition of the village as of the end of the preceding month, including the statement of current assets and liabilities and a summarized statement of receipts and expenditures.

(8) He or she shall also, as soon as possible after the end of each fiscal year of the village, prepare and present for the Trustees a written report summarizing the work during the fiscal year of each department, office or operation of the village under his or her management and a financial statement including the same information for each fiscal year as is required on the monthly financial statement.

(9) He or she shall from time to time make recommendations to the Board of Trustees or the appropriate committee thereof relative to the adoption of such ordinances and resolutions as he or she may deem necessary or expedient. He or she shall also meet with the standing committees of the Board of Trustees as often as necessary.

(10) He or she shall from time to time make special reports or recommendations to the Board of Trustees or the appropriate committee thereof as he or she may deem advisable or as the Board of Trustees may request.

(11) He or she shall render to the several offices of the village, and the offices shall render to him or her all such assistance as is possible in the performance of their respective duties, and all officers and employees of the village shall furnish and disclose to him or

her such oral or written information and material relating to the affairs of the village as he or she shall request.

(12) The Village Manager shall devote his or her entire time during reasonable hours to the discharge of his or her official duties.

(13) The Village Manager shall perform such other duties as may be required by him or her by the Village President not inconsistent with the statutes of the State of Illinois or with the ordinances of the village.

(70 Code, § 2-130) (Ord. 35, passed 10-24-61; Ord. 176, passed 6-25-74; Ord. 356, passed 12-13-83; Ord. 597, passed 8-8-95; Ord. 729, passed 8-12-03)

**Purchasing Authority of Village Manager/Administrator
April 2014**

<u>Municipality</u>	<u>Amount</u>
Brookfield	\$ 20,000
Burr Ridge	\$ 5,000
Clarendon Hills	\$ 20,000
Countryside	\$ 10,000
Hinsdale	\$ 10,000
La Grange	\$ 10,000
La Grange Park	\$ 5,000
Oak Brook	\$ 20,000
Riverside	\$ 20,000
Westchester	\$ 10,000
Western Springs	\$ 10,000

ORDINANCE NO. 988

**AN ORDINANCE AMENDING CHAPTER 31, SECTION 31.031
OF THE VILLAGE OF LA GRANGE PARK VILLAGE CODE-
POWERS AND DUTIES OF VILLAGE MANAGER**

WHEREAS, the Village of La Grange Park has codified certain duties and responsibilities delegated to the Village Manager; and

WHEREAS, the President and Board of Trustees have determined to amend the Village of La Grange Park Village Code to provide the Village Manager with the appropriate contract and purchasing authority to ensure the efficient and effective administration of the Village;

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 31, Section 31.031(B)(3) of the Village of La Grange Park Municipal Code is repealed in its entirety and replaced with the following:

He or she shall be the purchasing agent of the Village and shall make or supervise all necessary purchases of equipment, materials and supplies by the Village and all contracts therefor. He or she shall have the power to enter into contracts and purchase goods and materials involving up to \$10,000 without the prior approval of the Board of Trustees. Contracts and purchases in excess of \$10,000 shall require the prior approval of the Board of Trustees.

SECTION 2: All ordinances of this Village in conflict herewith are hereby repealed.

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

APPROVED by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois this 27th day of May, 2014.

Dr. James L. Discipio
Village President

ATTEST:

Amanda Seidel
Village Clerk

APPROVED AS TO FORM -
VILLAGE ATTORNEY 5/6/2014

President's Report

Village Board Agenda Memo

Date: May 22, 2014
To: Board of Trustees
From: James Discipio, Village President
RE: Commission Appointments - 2014

Listed below are my recommendations for appointments and re-appointments to various Village committee/commissions. (See page 4 for the summary of appointments and ACTION/MOTION).

Zoning Board of Appeals (ZBA)

The ZBA consists of seven members appointed by the President with the advice and consent of the Board of Trustees. Each member serves a five (5) year term.

Zoning Board of Appeals	Term Expires	Appoint New (or reappoint) to
Eric Boyd, Chmn.	5/1/2017	
Caroline Nash Domagalski	5/1/2015	
William Lampert	5/1/2014	5/1/2019
Jim Lee	5/1/2016	
Christopher Studwell	5/1/2015	
Robert Fosberg	5/1/2016	
Jamie Zaura	5/1/2016	

The term of William Lampert is expiring. Mr. Lampert has indicated that he does want to be re-appointed. I recommend the re-appointment of William Lampert for a 5-year term ending 5/1/2019.

Plan Commission

The Plan Commission consists of five (5) members serving five (5) year terms. The Village President appoints members with the advice and consent of the Board of Trustees. The term expiration dates included in the table below have been reconstructed to coincide with the appropriate terms and to insure that only one term expires every year.

Plan Commission	Term Expires	Appoint New (or reappoint) to
Phyllis Anderson-Meyer, Chmn.	5/1/2014	5/1/2019
Michael Rons	5/1/2015	
James Ryan	5/1/2016	
Anthony Griffin	5/1/2018	
Roger Egeland	5/1/2015	

The term of Phyllis Anderson-Meyer is expiring. Ms. Anderson-Meyer has indicated that she does want to be re-appointed. I recommend the re-appointment of Phyllis Anderson-Meyer for a 5-year term ending 5/1/2019.

Traffic Safety and Engineering Committee (TS&E)

The TS&E Committee consists of seven (7) members appointed by the President with the advice and consent of the Board of Trustees. The membership of the TS&E, by ordinance, outlines the make-up of the committee, with one member each from the following school attendance areas: Brook Park School, St. Louise de Marillac School, Forest Road School, Park Jr. High School, Nazareth Academy, plus 2 at-large members

In addition, a person employed within the Village or persons whose business, occupational or professional activities are carried on in a substantial degree within the Village may also be members provided that the committee shall have no more than two (2) members who are not residents of La Grange Park. By ordinance the TSE Committee operates on 2-year terms.

Traffic Safety and Engineering Committee (TS&E)

TSE Committee	Term Expires	Appoint New (or reappoint) to	Membership Category
Steve May, Chmn.	5/1/2014	5/1/2016	At-Large, Park Jr. High, or St. Louise
Paul Graham	5/1/2014	5/1/2016	Park Jr. High, At-Large or St. Louise
James Seguin	5/1/2014	5/1/2016	At-Large, Brook Park, or St. Louise
Brian Lisek	5/1/2014	5/1/2016	At-Large, St. Louise, Park Jr. High
Keith Krysa	5/1/2014	5/1/2016	Forest Road
Eric Johnson	5/1/2014	5/1/2016	Nazareth Academy
David Bryant	5/1/2014	5/1/2016	

The terms of all seven members are expiring. We have received confirmation from all members that they wish to continue to serve. I recommend the re-appointment of all members for a 2-year term ending 5/1/2016.

Board of Police Commissioners

Members of the Board of Police Commissioners serve for three (3) year terms and are appointed by the President with the advice and consent of the Board of Trustees. State statute provides that no more than two (2) members of the Board shall belong to the same political party existing in such municipality at the time of appointment. If there is only one local party, or if no local party exists, then state or national party affiliation shall be considered. That is to say that no more than two members of the Board can be Republicans or Democrats, Independents, Libertarians or Communists. At the present time the membership of the Commission complies with those requirements.

Board of Police Commissioners	Term Expires	Appoint New (or reappoint) to
Vacant (Previous Patrick Hogan)	5/1/2014	LaVelle Topps to 5/1/2017
Mary Hayes	5/1/2016	
Donald Veverka	5/1/2015	

The term of Patrick Hogan is expiring. Mr. Hogan has chosen to not continue serving. As such, a new appointment must be made for a 3-year term ending 5/1/17. I recommend the appointment of LaVelle Topps to fill the vacancy left by Patrick Hogan.

Police Pension Board

The Police Pension Fund Board of Trustees is composed of the following individuals who serve two (2) year terms:

- 2 members who are participants in the fund (i.e., 2 police officers)
- 1 member who is an annuitant of the fund (i.e., 1 retired police officer)
- 2 at-large members appointed by the Village President with the advice and consent of the Village Board of Trustees

Police Pension Board	Term Expires	Appoint New (or reappoint) to	Membership Category
Christopher O’Hea	5/1/2015		At-Large
Michael Sabella	5/1/2014	5/1/2016	At-Large
Phil Kubisztal	5/1/2015	Appointed by the members of the Police Pension Fund	Active Member
Felix Hernandez	5/1/2015		Active Member
William Beaudway	5/1/2015		Retired Member

The term of Mike Sabella is expiring. Mr. Sabella has indicated that he does want to be re-appointed. I recommend the re-appointment of Mike Sabella for a 2-year term ending 5/1/2016.

Emergency Telephone System Board (ETSB)

The La Grange Park Municipal Code provides that the ETSB be composed of the following seven members serving one (1) year terms:

- Village President, Chmn. of the ETSB
- Fire Chief
- Fire Chief’s designee
- Police Chief
- Police Chief’s designee
- Chairman of the Public Safety Committee
- One (1) At-Large appointment (appointed by the Village President with the advice and consent of the Village Board)

ETS Board	Term Expires	Appoint New (or reappoint) to	Membership Category
James Discipio	5/1/2014	5/1/2015	Village President
Dean Maggos	5/1/2014	5/1/2015	Fire Chief
Rick Ronovsky	5/1/2014	5/1/2015	Designee of Fire Chief
Dan McCollum	5/1/2014	5/1/2015	Police Chief
Phil Kubisztal	5/1/2014	5/1/2015	Designee of Police Chief
Mario Fotino	5/1/2014	5/1/2015	Chmn. Public Safety
Paul Kurtzner	5/1/2014	5/1/2015	At-Large

* Denotes that this appointment is aligned with Chair of the Public Safety Committee position.

Mr. Paul Kurtzner is the sole at-large appointment to this Board. The Village President has the option of re-appointing Mr. Kurtzner to another one-year term or making a new appointment. The Village has confirmed that Mr. Kurtzner wishes to continue to serve for another term. As such, I recommend the re-appointment of Paul Kurtzner for a 1-year term ending 5/1/2015.

Village Treasurer

Consistent with the provisions of Section 31.100 the Village Treasurer shall serve a one-year term. The Treasurer shall be appointed by the Village President with the advice and consent of the Village Board. Chad Chevalier was first appointed treasurer in 2013. Mr. Chevalier has indicated that he does want to be re-appointed. It would be appropriate to re-appoint Mr. Chevalier to a one-year term ending in May 2015.

ACTION/MOTION

Motion to approve committee and commission appointments and reappointments as follows:

ZBA – William Lampert re-appointed to a new 5-year term expiring in 2019.

Plan Commission – Phyllis Anderson-Meyer re-appointed to a new 5-year term expiring in 2019.

Traffic, Safety & Engineering – All members: Steve May, Chmn., Paul Graham, James Seguin, Brian Lisek, Keith Krysa, Eric Johnson and David Bryant, re-appointed to serve new 2-year terms expiring in 2016.

Board of Police Commissioners – LaVelle Topps newly appointed to a 3-year term expiring in 2017.

Police Pension Board – Michael Sabella re-appointed to a new 2-year term expiring in 2016.

Emergency Telephone System Board – All members: Village President James Discipio, Chmn, Fire Chief Dean Maggos, Fire Chief's designee Rick Ronovsky, Police Chief Dan McCollum, Police Chief's designee Phil Kubisztal, Chairman of the Public Safety Committee Mario Fotino, and At-Large member Mr. Paul Kurtzner, all to be re-appointed for a new one-year term ending in 2015.

Village Treasurer – Chad Chevalier re-appointed to a new 1-year term expiring in 2015.

Items of Interest

VILLAGE OF LA GRANGE PARK
La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

2014 MEETINGS REMINDER

June 10, 2014	Work Session Meeting	7:30 p.m.	Village Hall
June 24, 2014	Village Board Meeting	7:30 p.m.	Village Hall
July 8, 2014	Work Session Meeting	7:30 p.m.	Village Hall
July 22, 2014	Village Board Meeting	7:30 p.m.	Village Hall
August 12, 2014	Work Session Meeting	7:30 p.m.	Village Hall
August 26, 2014	Village Board Meeting	7:30 p.m.	Village Hall
September 9, 2014	Work Session Meeting	7:30 p.m.	Village Hall
September 23, 2014	Village Board Meeting	7:30 p.m.	Village Hall
October 14, 2014	Work Session Meeting	7:30 p.m.	Village Hall
October 28, 2014	Village Board Meeting	7:30 p.m.	Village Hall
November 11, 2014	Work Session Meeting	7:30 p.m.	Village Hall
November 25, 2014	Village Board Meeting	7:30 p.m.	Village Hall
December 9, 2014	Work Session Meeting	7:30 p.m.	Village Hall