

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 WORK SESSION MEETING

Tuesday, MAY 13, 2014 – 7:30 P.M.

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### AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation – Brainard Committee Findings Matthew Rempfer & Chris Kahler**
5. **Public Participation (agenda and non-agenda related)**
6. **Public Works Committee Items**
  - A. Discussion – 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 (31<sup>st</sup> to 29<sup>th</sup>)
    - iv. Engineering Agreement for Edgewood Repaving Project
  - B. Discussion – 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*
  - C. Discussion – 2014 Beach Avenue Project (Final Phase: 26<sup>th</sup> to 29<sup>th</sup>) – 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*
  - D. Discussion & Action – Purchase of 2014 Elgin Pelican Street Sweeper: *Motion Authorizing the Purchase of a 2014 Elgin Pelican Street Sweeper in the amount of \$183,357 from Standard Equipment Company*

**VILLAGE BOARD MEETING**  
**Tuesday, MAY 13, 2014 – 7:30 p.m.**

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**AGENDA (continued – Page 2)**

**7. Finance Committee Items**

- A. Discussion – 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*
- B. Discussion – 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*

**8. Other Reports:**

- A. Village Manager
- B. Village President
- C. Village Clerk
- D. Committee

**9. New Business**

**10. Executive Session**

**11. Adjourn**

*Next Village Board Meeting: May 27, 2014*  
*Next Village Work Session Meeting: June 10, 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.

# **Public Works Committee**

**Scott Mesick, Chairman**

**Michael Sheehan**

**Mario Fotino**

# 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

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**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 (31<sup>st</sup> to 29<sup>th</sup>)
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 26<sup>th</sup> 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 IID below.
- II. That this AGREEMENT may be terminated by either party for cause upon thirty (30) days written notice ("Notice Period") that the other party is failing to substantially perform in accordance with the terms of this AGREEMENT through no fault of the other. If the defaulting party fails to cure the defect within the Notice Period, the party providing notice may terminate this AGREEMENT. Upon such termination the VILLAGE shall make payment to the ENGINEER of all sums due and owing it less any amounts necessary to satisfy any breach. The ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The VILLAGE assumes all responsibility and releases the ENGINEER from any liability arising from the VILLAGE's use of partially completed drawings, specifications or other work product prepared by the ENGINEER or for any reuse of ENGINEER's work product on another project.
- III. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- IV. Except for any emergency or equitable claim, any claim, dispute, or other matter in question arising out of or related to this AGREEMENT shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the PROJECT is located, unless another location is mutually agreed upon. Agreements reached in

mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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

Executed by the VILLAGE, this

\_\_\_\_\_ day of \_\_\_\_\_, 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

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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 an adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
- 22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 24. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through

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

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

**B. CERTIFICATION OF ENGINEER**

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

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

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

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

**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.**

- 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 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.l.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

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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 an adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
- 22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 24. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through

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

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

**B. CERTIFICATION OF ENGINEER**

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

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

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

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

**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 31<sup>st</sup> Street to 29<sup>th</sup> 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 31<sup>st</sup> Street to 29<sup>th</sup> 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

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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

**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

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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 an adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
- 22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 24. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through

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

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

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

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

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

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

# 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 (26<sup>th</sup> to 29<sup>th</sup>) - IDOT Resolution

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**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 26<sup>th</sup> to 29<sup>th</sup>. 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



**Illinois Department  
of Transportation**

**Resolution for Improvement by  
Municipality Under the Illinois  
Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the  
Council or President and Board of Trustees  
 Village LaGrange Park of LaGrange Park Illinois  
City, Town or Village  
 that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Beach Avenue		29 <sup>th</sup> Street	26 <sup>th</sup> Street

BE IT FURTHER RESOLVED,  
 1. That the proposed improvement shall consist of the resurfacing of the roadway including curb and gutter  
replacement, sidewalk improvements, removal and replacement of driveways landscape restoration and other  
related improvements

and shall be constructed 25' E-E wide  
 and be designated as Section 14-00074-00-RS

2. That there is hereby appropriated the (additional  Yes  No) sum of One Hundred Fifty Thousand  
and no/100 Dollars ( \$150,000.00 ) for the  
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,  
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 Department of Transportation  
 \_\_\_\_\_  
 Regional Engineer

I, Amanda G. Seidel Clerk in and for the  
 Village LaGrange Park  
City, Town or Village  
 County of Cook , hereby certify the  
 foregoing to be a true, perfect and complete copy of a resolution adopted  
 by the President and Board of Trustees  
Council or President and Board of Trustees  
 at a meeting on May 27, 2014  
Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
 \_\_\_\_\_ day of May, 2014  
 \_\_\_\_\_  
 (SEAL)  
 \_\_\_\_\_  
City, Town, or Village Clerk

## 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: 26<sup>th</sup> to 29<sup>th</sup>) – Acceptance of Bid

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### 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 26<sup>th</sup> to 29<sup>th</sup>.

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

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 29<sup>th</sup> to 26<sup>th</sup>)  
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 Resurfacing (Beard Ave from 28th to 26th)  
 Kibbiser\A\ORGAN\PRO\4002 - Beard\_MRF\_1474RS.xls

ITEM	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		ALAMP CONCRETE		G&M CEMENT		CROWLEY-SHEPPARD		SCHROEDER ASPHALT		CHGOLAND PAVING		SCHROEDER & SCHROEDER		BROS ASPHALT		J MARDULLI CONCRETE	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	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	6.00	16,200.00	3.50	9,450.00	4.00	10,800.00	5.00	13,500.00	5.60	15,120.00	3.90	10,530.00	3.00	8,100.00	4.50	12,150.00	8.00	21,600.00
2.	Sidewalk Removal	1,600	SqFt	2.50	4,000.00	1.20	1,920.00	1.25	2,000.00	1.25	2,000.00	1.30	2,080.00	1.00	1,600.00	1.50	2,400.00	1.20	1,800.00	2.00	5,200.00
3.	Driveway Pavement Removal	720	SqYd	15.00	10,800.00	10.00	7,200.00	12.00	8,640.00	13.00	9,360.00	10.50	7,560.00	10.00	7,200.00	10.00	7,200.00	5.00	3,600.00	6.00	4,320.00
4.	HMA Surface Removal (Variable Depth)	3,750	SqYd	4.00	15,000.00	4.00	15,000.00	4.50	16,875.00	3.50	13,125.00	4.15	15,562.50	3.00	11,250.00	4.75	17,812.50	4.00	15,000.00	5.00	15,000.00
5.	Type "C" CB Type 1 Frames, Open Lid	1	Each	1,500.00	1,500.00	1,500.00	1,500.00	2,000.00	2,000.00	1,870.00	1,870.00	1,890.00	1,890.00	1,925.00	1,925.00	1,800.00	1,800.00	1,800.00	1,800.00	2,000.00	2,000.00
6.	Structure to be Agitated	13	Each	500.00	6,500.00	325.00	4,225.00	300.00	3,900.00	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	3,900.00	3,900.00
7.	Structure to be Reconstructed	6	Each	1,500.00	9,000.00	1,250.00	7,500.00	1,300.00	7,800.00	1,100.00	6,600.00	1,260.00	7,560.00	1,275.00	7,650.00	1,200.00	7,200.00	1,300.00	7,800.00	1,500.00	9,000.00
8.	Frame and Lids, Type 1	325	Each	2,800.00	910,000.00	400.00	130,000.00	350.00	113,750.00	350.00	113,750.00	367.50	119,625.00	375.00	121,875.00	350.00	119,625.00	375.00	121,875.00	1,500.00	487,500.00
9.	Concrete Curb and Gutter, TY B-4.12 (Mod)	2,700	Foot	22.00	59,400.00	17.00	45,900.00	16.00	43,200.00	18.00	48,600.00	18.10	48,870.00	18.75	50,625.00	17.00	45,900.00	14.00	37,800.00	19.00	51,300.00
10.	PCC Slabs 6"	1,600	SqFt	5.50	8,800.00	4.00	6,400.00	4.50	7,200.00	4.25	6,800.00	4.50	7,200.00	6.00	9,600.00	5.00	6,800.00	4.50	6,800.00	5.00	8,000.00
11.	Detachable Walkings	70	SqFt	30.00	2,100.00	25.00	1,750.00	25.00	1,750.00	19.00	1,330.00	21.00	1,470.00	32.00	2,240.00	40.00	2,800.00	25.00	1,750.00	40.00	2,800.00
12.	PCC Driveway Pavement, 7"	80	SqYd	42.00	3,360.00	40.00	3,360.00	42.00	3,360.00	40.00	3,360.00	45.15	3,612.00	67.00	5,364.00	48.00	4,032.00	46.00	3,692.00	80.00	6,400.00
13.	Class "C" patches, Type II, 8"	700	SqYd	50.00	35,000.00	50.00	35,000.00	70.00	49,000.00	65.00	45,500.00	47.25	33,075.00	75.00	52,500.00	75.00	52,500.00	100.00	70,000.00	85.00	63,500.00
14.	Class "C" patches, Type III, 8"	200	SqYd	60.00	12,000.00	45.00	9,000.00	60.00	12,000.00	65.00	13,000.00	47.25	9,450.00	75.00	15,000.00	75.00	15,000.00	100.00	20,000.00	85.00	17,000.00
15.	Class "C" patches, Type IV, 8"	200	SqYd	50.00	10,000.00	40.00	8,000.00	48.00	9,600.00	65.00	13,000.00	47.25	9,450.00	75.00	15,000.00	75.00	15,000.00	100.00	20,000.00	85.00	17,000.00
16.	Deformed Tie Bars	300	Each	7.00	2,100.00	5.00	1,500.00	6.00	1,800.00	6.00	1,800.00	8.40	2,520.00	5.50	1,650.00	4.00	2,800.00	10.00	3,000.00	9.00	2,700.00
17.	Protective Coat	1,500	SqYd	2.50	3,750.00	2.00	3,000.00	2.00	3,000.00	2.00	3,000.00	2.00	3,000.00	1.75	2,625.00	1.50	2,250.00	1.00	1,500.00	2.00	3,000.00
18.	Bluminous Materials (Prime Coat)	2,500	Pound	1.50	3,750.00	1.00	2,500.00	0.50	1,250.00	0.50	750.00	0.01	25.00	0.50	1,250.00	0.01	25.00	0.80	1,200.00	1.00	1,500.00
19.	Leveling Binder (Machine Method), NSQ	220	Ton	90.00	19,800.00	80.00	7,200.00	85.00	18,700.00	90.00	19,800.00	80.00	7,200.00	89.00	19,580.00	120.00	21,600.00	112.00	19,840.00	90.00	18,000.00
20.	HMA Surface Course, Mix D, NSQ	460	Ton	85.00	39,100.00	85.00	39,100.00	80.00	36,800.00	85.00	39,100.00	85.00	39,100.00	81.50	37,490.00	105.00	48,300.00	95.00	43,700.00	80.00	36,800.00
21.	Incidental HMA Surfacing	20	SqYd	50.00	1,000.00	150.00	3,000.00	85.00	1,700.00	80.00	1,600.00	38.40	771.20	50.00	1,000.00	75.00	1,500.00	50.00	1,000.00	120.00	2,400.00
22.	Topsol Placement, 3"	1,900	SqYd	7.00	13,300.00	2.00	3,800.00	3.00	5,700.00	4.10	7,790.00	6.95	13,305.00	8.00	15,200.00	4.00	7,600.00	6.38	12,122.00	5.00	9,500.00
23.	Sodding	1,800	SqYd	6.00	10,800.00	5.00	9,000.00	7.50	14,250.00	6.00	11,400.00	12.80	23,040.00	9.00	17,100.00	4.00	7,600.00	5.72	10,296.00	13.00	23,400.00
24.	Traffic Control and Protection, Standard 701501	1	L.S.	10,000.00	10,000.00	20,000.00	20,000.00	8,500.00	8,500.00	4,500.00	4,500.00	3,850.00	3,850.00	12,434.00	12,434.00	12,500.00	12,500.00	6,500.00	6,500.00	15,000.00	15,000.00
25.	Traffic Control and Protection, Standard 701601	1	L.S.	5,000.00	5,000.00	1,000.00	1,000.00	50.00	50.00	100.00	100.00	1.00	1.00	1.00	1.00	2,560.00	2,560.00	27.50	27.50	1.00	1.00
26.	Domestic Water Service Box to be Adjusted	10	Each	125.00	1,250.00	125.00	1,250.00	135.00	1,350.00	275.00	2,750.00	126.00	1,260.00	130.00	1,300.00	120.00	1,200.00	150.00	1,500.00	100.00	1,000.00

TOTAL AMOUNT OF BID \$ 323,050.00

\$ 281,896.00

\$ 262,675.00

\$ 271,736.50

\$ 294,600.00

\$ 298,137.50

\$ 300,172.50

\$ 354,001.00

# Village Board Agenda Memo

**Date:** 5/01/2014  
**To:** President and Board of Trustees  
**From:** Brendan McLaughlin, Public Works Director *BM*  
Julia Cedillo, Village Manager *JC*  
**RE:** Purchase of 2014 Elgin Pelican Street Sweeper

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**PURPOSE:** To request the authorization to purchase an Elgin Pelican Street Sweeper.

## GENERAL BACKGROUND:

The current sweeper was purchased in 2002 and due to age, excessive downtime and costly repairs incurred over the past several years, \$195,000 was budgeted in the FY2014/15 Budget for a replacement sweeper.

Standard Equipment Company holds the joint purchasing contract through the Northwest Municipal Conference Suburban Purchasing Cooperative (SPC Contract #118). The attached April 25, 2014, quote from Standard Equipment Company is in the amount of \$183,357.

Unlike the Village's current sweeper, the proposed replacement sweeper can be used to pick up heavy debris on the streets that the current vacuum sweeper cannot pick up. The proposed sweeper also allows for debris transfer on the street into a truck, instead of having to travel back to the Public Works building to unload debris. This creates greater efficiency in operations.

The sales representative from Standard Equipment has advised that once the order is placed the Village will receive the sweeper sometime in August. Until that time, the old sweeper will be used. As soon as the Village receives the new sweeper the old piece of equipment will be sold at auction.

## MOTION/ACTION REQUESTED:

This item is being placed on the May 13, 2014, Work Session for discussion and action.

*Motion authorizing the purchase of a 2014 Elgin Pelican Street Sweeper in the amount of \$183,357 from Standard Equipment Company.*

## STAFF RECOMMENDATION:

Staff recommends the purchase the 2014 Elgin Pelican Street Sweeper.

## DOCUMENTATION:

- Standard Equipment Company Quote dated April 25, 2014



Mr. Brendon McGloughlin  
Director of Public Works  
Village of La Grange Park  
937 Barnsdale  
La Grange Park, IL 60525

April 25, 2014

Dear Mr. McGloughlin,

Standard Equipment Company is pleased to present the following quote on a 2014 Elgin Pelican NP with equipment per your request. Please note that this quote is based off the Northwest Municipal Conference Suburban Purchasing Cooperative, SPC Contract #118, and is valid for 30 days from today's date.

**2014 ELGIN PELICAN NP TO INCLUDE:**

Single right hand gutter broom	John Deere 74 HP engine
Pelican P service manual	John Deere service manual
Midwest auto lube	Hydraulic level & temp shutdown
Conveyor cleanout	Conveyor stall alarm
LED Lights in battery cover	LED Stop/tail/turn
LED Strobe with guard	Air conditioner with heater
Greasable dirt shoes	LH/RH Heated/motorized West Coast Mirrors
Heavy Duty RH limb guard with crossbar	AM/FM Radio
RH side broom tilt	RH Bostrom hi back cloth air ride seat
Premium radiator hoses	Engine pre-cleaner
Battery disconnect	Magnetic drain plug
Engine coolant filter	Spare drive wheel/tire
Spare guide wheel/tire	Lifeline hopper liner
Driver Side mechanical seat w/headrest	Painted "White" with red lettering
FOB LaGrange Park	Payment upon delivery
Onsite operator/maintenance training	(1) factory mechanics training

**NWMC PRICE:** **\$183,357**

Thank you for the opportunity to quote you on your sweeping needs. Please contact me at (312) 208-6377 if you have any questions on this.

Best Regards,

STANDARD EQUIPMENT COMPANY

A handwritten signature in black ink that reads "Jim Miller".

Jim Miller  
Sales Representative

# **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 <sup>LN</sup>  
Julia Cedillo, Village Manager 

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

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### 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  
(County or Municipality)  
 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  
(year)  
 collectable in 2014 ) which would have produced funds to pay this indebtedness. (Not applicable to special  
(year)  
 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 JCD

Re: **Village Manager Purchasing Authority**

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### **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**

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

ORDINANCE NO. \_\_\_\_\_

**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

## **Items of Interest**

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

**Arbor Day Celebration**  
**LGP Library**

**Friday, May 16<sup>th</sup>**  
**1:00 pm**

**Brookfield-La Grange Park Lions Club**  
**Police Officer & Firefighter of the Year Awards Dinner**  
**Alpine Banquet Haus, Westchester**

**Wednesday, May 21<sup>st</sup>**  
**6:00 pm**

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**2014 MEETINGS REMINDER**

May 27, 2014	Village Board Meeting	7:30 p.m.	Village Hall
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