



# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
www.brookfieldil.gov

VILLAGE PRESIDENT  
Kit P. Ketchmark

VILLAGE CLERK  
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES  
Ryan P. Evans  
Michael J. Garvey  
Nicole M. Gilhooley  
C.P. Hall, II  
Brian S. Oberhauser  
Michelle D. Ryan

VILLAGE MANAGER  
Riccardo F. Ginex

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, August 25, 2014  
6:30 P.M.

Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations  
  
Presentations – Garden Contest Winners:  
  
1st place - Robert and Peggy Evans at 9131 Lincoln  
2nd place - Robert and Karen Ann Schramek at 3606 McCormick  
3rd place - Bill and Sandy Mouhot at 3240 Prairie  
  
Proclamation – Triton College 50 year Anniversary
- IV.
- V. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- VI. OMNIBUS AGENDA  
  
A. **Approval of Minutes:** Village Board Meeting Monday, July 28, 2014; Committee of the Whole Meeting, Monday, July 28, 2014.

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

## VII. REPORTS OF SPECIAL COMMITTEES

<b>Trustee Hall</b>	Chamber of Commerce, Finance, Public Safety and DPW Warrants of 8/11/2014 & 8/25/14
<b>Trustee Oberhauser</b>	Library, Conservation
<b>Trustee Gilhooley</b>	Recreation
<b>Trustee Ryan</b>	Special Events
<b>Trustee Evans</b>	Beautification, Administration
<b>Trustee Garvey</b>	Planning and Zoning Commission
<b>President Ketchmark</b>	Economic Development, Brookfield Zoo, WCMC, PZED
<b>Clerk Edwards</b>	Aging Well Liaison

## VIII. New Business

- A. **ORDINANCE NO. 2014-49** – An Ordinance Authorizing the Disposal of Surplus Personal Property of the Village of Brookfield
- B. **ORDINANCE NO. 2014-50** – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S Liquor Licenses.
- C. **RESOLUTION NO. 2014 – 961** – A Resolution Authorizing the 2014 Fair Housing Plan of the Village of Brookfield
- D. **ORDINANCE NO. 2014-51** – An Ordinance Awarding a Contract for the Project Management Services to Aclara Technologies, LLC and Awarding a Contract to Midwest Meter, Inc. for the Upgrade of the Star Data Collection Unit Network for the Village of Brookfield

## IX. Manager's Report

### X. Executive Session – Personnel, Land Acquisition and Sales, Litigation

## XI. Adjournment

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



## Proclamation

### Triton College Celebrates 50 Years of Excellence in Education

**WHEREAS**, it has been 50 years since the referendum was passed to create a community college district that would come to be known as Triton College, and

**WHEREAS**, Triton College was created to serve as an opportunity for individuals to enrich their lives through affordable, accessible higher education – a task the institution has proudly provided for the past 50 years, and

**WHEREAS**, Triton College has continued to advance and evolve to reflect the changing times and to better serve its students, constantly updating and restructuring its academic programs, implementing new initiatives, renovating its facilities to be conducive to students' education and bringing in faculty and administration who are dedicated to helping students achieve their goals, and

**WHEREAS**, this commitment to student success has contributed to the River Grove institution graduating approximately 45,000 students with a degree or certificate since Triton College's first graduating class in 1967;

**NOW THEREFORE**, on behalf of the citizens of the Village of Brookfield, I Kit P. Ketchmark congratulate the Triton College Community on their yearlong celebration that looks forward to providing yet another 50 years of student success.

Signed this 25<sup>th</sup> day of August 2014.

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Kit P. Ketchmark, Village President

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, JULY 28, 2014  
IN THE BROOKFIELD MUNICIPAL BUILDING

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**MEMBERS PRESENT:** President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan, C.P. Hall and Village Clerk Catherine Edwards.

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Riccardo Ginex, Finance Director Doug Cooper and Village Attorney Richard Ramello

**OTHERS PRESENT:** Rosa Newman, Intern

On Monday, July 28, 2014, President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Brookfield Citizens Police Academy Alumni Presentation -- Sgt. Terry Schreiber

PUBLIC COMMENT

OMNIBUS AGENDA

**Approval of Minutes:** Village Board Meeting Monday, July 14, 2014; Committee of the Whole Meeting, Monday, July 14, 2014.

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the Omnibus Agenda of the Regular Village Board meeting of July 28, 2014. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Abstain: Trustee Gilhooley. Nays: None. Absent: None

REPORTS OF SPECIAL COMMITTEES

Finance, Public Safety, Public Works & Chamber of Commerce – Trustee Hall

☉ Corporate Warrant dated July 28, 2014 - \$852,233.25

Trustee Hall noted the warrant contained the payment for Firefighters' Pension.

Motion by Trustee Hall, seconded by Trustee Garvey, to approve the Corporate Warrant dated July 28, 2014 in the amount of 852,233.25. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

Chamber of Commerce

☉ Farmers' Market

Public Safety – Meeting held July 22, 2014 lacked a quorum.

Public Works – No report

Library & Conservation – Trustee Oberhauser

☉ Conservation Commission: Grand opening discussion – day may coincide with Meet the Creek, September 20, 2014.

☉ Library:

**Recreation – Trustee Gilhooley**

- ⊗ Meeting scheduled for July 31, 2014.

**Special Events – Trustee Ryan**

- ⊗ Meeting scheduled for August 5, 2014.
- ⊗ Winner of Battle of the Bands was "Tramps".

**Beautification and Administration – Trustee Evans**

- ⊗ Garden Contest judged; winners to be posted online and presented at the August 25, 2014 Board meeting.

**Planning & Zoning, WCMC – Trustee Garvey**

- ⊗ No Planning & Zoning meetings since last Board meeting.

**Economic Development, Zoo, PZED – President Ketchmark**

- ⊗ PZED meeting held Thursday, July 17, 2014 at 4:00 P.M. re timetable for website improvements relative to economic development.

**Aging Well Liaison – Village Clerk Edwards**

- ⊗ Farmers Market attendance.

**NEW BUSINESS**

**ORDINANCE NO. 2014 – 45 – An Ordinance Awarding a contract for the 2014 Sidewalk Project to Strada Construction Company by the VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

Motion by Trustee Garvey, seconded by Trustee Evans, to approve ORDINANCE NO. 2014 – 45 – An Ordinance Awarding a contract for the 2014 Sidewalk Project to Strada Construction Company by the VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**ORDINANCE NO. 2014-46 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses.**

Motion by Trustee Oberhauser, seconded by Trustee Gilhooley, to approve ORDINANCE NO. 2014-46 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**ORDINANCE NO. 2014-47 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses.**

Motion by Trustee Ryan, seconded by Trustee Oberhauser, to approve ORDINANCE NO. 2014-47 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**ORDINANCE NO. 2014-48 – An Ordinance Authorizing the Execution of a Licensed Software Maintenance Agreement with Capers, LLC for the Capers Public Safety Software Suite for the VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve ORDINANCE NO. 2014-48 – An Ordinance Authorizing the Execution of a Licensed Software Maintenance Agreement with Capers, LLC for the Capers Public Safety Software Suite for the VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**RESOLUTION NO. 2014 – 958 – A Resolution Authorizing the Execution of an Intergovernmental Agreement providing for the establishment of the Riverside-Brookfield Trail Connection to the Salt Creek Bicycle Trail**

Motion by Trustee Ryan, seconded by Trustee Oberhauser, to approve RESOLUTION NO. 2014 – 958 – A Resolution Authorizing the Execution of an Intergovernmental Agreement providing for the establishment of the Riverside-Brookfield Trail Connection to the Salt Creek Bicycle Trail. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**MANAGER'S REPORT**

⊗ None

**EXECUTIVE SESSION – Litigation, Land Acquisition/Sales, Negotiations**

Motion by Trustee Evans, seconded by Trustee Gilhooley, to adjourn the Regular Village Board meeting of July 28, 2014 to conduct an Executive Session at 6:47 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**RECONVENE REGULAR VILLAGE BOARD MEETING**

Motion by Trustee Evans, seconded by Trustee Garvey, to reconvene the Regular Village Board meeting of July 28, 2014 at 7:25 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**NEW BUSINESS – CONTINUED**

**RESOLUTION NO. 2014 – 957 – A Resolution approving a Collective Bargaining Agreement between the Village of Brookfield and the Teamsters Local 705, an affiliate of the International Brotherhood of Teamsters.**

Motion by Trustee Garvey, seconded by Trustee Evans, to approve RESOLUTION NO. 2014 – 957 – A Resolution approving a Collective Bargaining Agreement between the Village of Brookfield and the Teamsters Local 705, an affiliate of the International Brotherhood of Teamsters. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**RESOLUTION NO. 2014 – 959 - A Resolution authorizing the Village President of the Village of Brookfield To Execute Stipulated Assessments on Behalf of the Village of Brookfield In Proceedings before the Illinois Property Tax Appeal Board for the VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

Motion by Trustee Garvey, seconded by Trustee Evans, to approve RESOLUTION NO. 2014 – 959 - A Resolution authorizing the Village President of the Village of Brookfield To Execute Stipulated Assessments on Behalf of the Village of Brookfield In Proceedings before the Illinois Property Tax Appeal Board for the VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**RESOLUTION NO. 2014 – 960 – A Resolution authorizing the Release and Retention of Certain Executive Session Minutes of Meetings for the Board of Trustees of the VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

Motion by Trustee Gilhooley, seconded by Trustee Oberhauser, to approve RESOLUTION NO. 2014 – 960 – A Resolution authorizing the Release and Retention of Certain Executive Session Minutes of Meetings for the Board of Trustees of the VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**PUBLIC COMMENT**

**ADJOURNMENT**

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board meeting of July 28, 2014 at 7:27 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

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Catherine Colgrass Edwards  
Village Clerk  
Village of Brookfield

/s/

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A COMMITTEE OF THE WHOLE MEETING  
HELD ON MONDAY, JULY 28, 2014  
IN THE BROOKFIELD MUNICIPAL BUILDING**

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**MEMBERS PRESENT:** President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan, C.P. Hall and Village Clerk Catherine Edwards.

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Riccardo Ginex, Finance Director Doug Cooper and Village Attorney Richard Ramello.

**OTHERS PRESENT:** Rosa Newman, Intern

On Monday, July 28, 2014, President Kit Ketchmark called the Committee of the Whole meeting to order at 7:27 P.M.

**Discussion Items:**

**Presentation by Megan Visk from Elevate Energy**

The Village of Brookfield transitioned back to Commonwealth Edison as the energy supplier for the next year. ComEd has partnered with Elevate Energy, a non-profit organization that promotes as smarter energy use and possible cost reduction to users. Megan Visk, Regional Lead Field Organizer for Elevate Energy, made a short presentation of the programs that available to Brookfield residents.

**Update on the Village's Stormwater Management Ordinance**

**Update on the Village's Flood Mitigation Program**

Staff recommends the Village Board approve the additional \$100,000 for the Flood Mitigation Program for the seventy-seven residents on current waiting list.

**Kiwanis Park Grand Opening continued discussion**

Event proposed for September 20<sup>th</sup> which would coincide with the annual Meet The Creek Event.

**Sokol Spirit Oktoberfest Liquor license**

Sokol Spirit has requested a Class 5 license for their August 5, 2014 event and a waiver of fees as has been done in the past. Item to be on agenda for approval vote at the August 25, 2014 meeting.

**Discussion - Surplus/Auction Drug Seizure Vehicle**

The Board requested to approve the auction of Police Department vehicle – a 2002 Ford F-150 truck.

**PUBLIC COMMENT**

**ADJOURN**

Motion by Trustee Gilhooley, seconded by Trustee Garvey, to adjourn the Committee of the Whole meeting of July 28, 2014 at 8:37 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

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**Catherine Colgrass Edwards**  
Village Clerk  
Village of Brookfield

/lls

# Corporate Warrant - 8/11/14

From Payment Date: 7/29/2014 - To Payment Date: 8/11/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
<u>Check</u>									
15125	07/29/2014	Open			Utility Management Refund	BELSEY, MICHELLE	\$30.79		
15126	07/29/2014	Open			Utility Management Refund	FAJDICH, J, M	\$12.36		
15127	07/29/2014	Open			Utility Management Refund	NOVAK, R	\$5.27		
<u>Account Type</u>			<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
Residential			201399-001			07/28/2014	REFUND ADJUSTMENT		
15128	07/29/2014	Open			Utility Management Refund	HENDRICKS, N	\$12.36		
<u>Account Type</u>			<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
Residential			202188-001			07/29/2014	REFUND ADJUSTMENT		
15129	07/29/2014	Open			Utility Management Refund	DUNLAP*, JENNIFER	\$19.29		
15130	07/30/2014	Open			Accounts Payable	Illinois Secretary of State	\$10.00		
<u>Invoice</u>			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
072914			07/29/2014		Notary application fee		\$10.00		
15131	07/30/2014	Open			Accounts Payable	U.S. Postal Service	\$1,295.78		
<u>Invoice</u>			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
072814			07/29/2014		Postage for Fall Rec Book mailing		\$1,295.78		
15132	07/30/2014	Open			Accounts Payable	Village of Brookfield - Firefighter's Pension Fund	\$1,201.84		
<u>Invoice</u>			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
072914			07/29/2014		Reimburse FF Pension Fund for Teska WC W/H		\$1,201.84		
15133	07/30/2014	Open			Utility Management Refund	NOVIKAS, V	\$40.27		
15134	07/30/2014	Open			Utility Management Refund	LOOTS, EXECUTOR, CHERYL	\$5.27		
15135	07/30/2014	Open			Utility Management Refund	MARZANO*, R	\$12.46		
15136	07/30/2014	Open			Utility Management Refund	SHEHATA, A	\$12.36		
15137	08/11/2014	Open			Utility Management Refund	ROSPAL, W	\$84.25		
15138	08/11/2014	Open			Utility Management Refund	IH2 PROPERTY ILLINOIS	\$40.27		
15139	08/11/2014	Open			Utility Management Refund	IH2 PROPERTIES ILLINOIS LP	\$40.27		
15140	08/11/2014	Open			Utility Management Refund	VELEZ, N	\$12.36		
15141	07/31/2014	Open			Accounts Payable	Kohl, Sue	\$420.00		
<u>Invoice</u>			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
061214			06/17/2014		Let's Win teacher pay - 12/18, 1/16, 1/30, 6/1		\$420.00		
15142	08/11/2014	Open			Utility Management Refund	DRISCOLL, M	\$40.27		

# Corporate Warrant - 8/11/14

From Payment Date: 7/29/2014 - To Payment Date: 8/11/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15143	07/31/2014	Open			Utility Management Refund	DOURLET*, ROGER	\$40.24		
15144	07/31/2014	Open			Utility Management Refund	KUDRNA, S	\$5.27		
15145	08/11/2014	Open			Utility Management Refund	IH2 PROPERTIES ILLINOIS	\$12.36		
15146	08/11/2014	Open			Utility Management Refund	KOLAR, JAMES	\$40.27		
15147	08/01/2014	Open			Utility Management Refund	VILLARDITO*, ANTHONY	\$12.36		
15148	08/11/2014	Open			Utility Management Refund	TORRES*, N	\$45.36		
15149	08/11/2014	Open			Utility Management Refund	HAYMES*, TOM	\$68.18		
15150	08/05/2014	Open			Accounts Payable	Illinois Secretary of State	\$128.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	080414		08/05/2014		Registration for 2013 Ford #460		\$128.50		
15151	08/05/2014	Open			Accounts Payable	Village of Brookfield - petty cash	\$295.88		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	080414		08/05/2014		police dept petty cash 3/10/14-8/4/14		\$295.88		
15152	08/11/2014	Open			Accounts Payable	A & M Parts Inc.	\$683.28		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	459158		07/29/2014		Belt - Serpentine		\$30.67		
	454882		07/29/2014		Misc parts		\$218.49		
	454840		07/29/2014		Napa quart 5W30		\$36.48		
	456975		07/29/2014		Reman valve		\$13.85		
	457729		07/29/2014		11 pc punch set		\$54.75		
	458868		07/29/2014		dial caliper indicator, tire patch, cap adapter		\$298.01		
	460406		08/05/2014		2DR E20 EX Star Skt		\$9.33		
	460171		08/05/2014		oil filter		\$21.70		
15153	08/11/2014	Open			Accounts Payable	Airgas USA, LLC	\$141.20		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9500202888		08/05/2014		medical oxygen		\$141.20		
15154	08/11/2014	Open			Accounts Payable	Apex Tower Company, LLC	\$2,308.15		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	57		08/05/2014		Antenna repairs		\$2,308.15		
15155	08/11/2014	Open			Accounts Payable	Aqua Flow Plumbing	\$2,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	072214		07/29/2014		Parkway bond refund - 4424 Elm, permit 2014-00000377		\$1,000.00		
	072214a		07/29/2014		Parkway bond refund - 3613 Sunnyside, permit 2014-00000230		\$1,000.00		
15156	08/11/2014	Open			Accounts Payable	Armored Floors	\$12,716.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	13476		07/29/2014		Flooring at Fire Station 1		\$12,716.00		
15157	08/11/2014	Open			Accounts Payable	Associated Technical Services Ltd.	\$743.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	25215		08/05/2014		utility location - Ogden btw Raymond & Madison		\$743.75		

Village of Brookfield

# Corporate Warrant - 8/11/14

From Payment Date: 7/29/2014 - To Payment Date: 8/11/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15158	08/11/2014	Open			Accounts Payable	Avalon Petroleum Co.	\$21,579.09		
	Invoice		Date	Description		Amount			
	014868		08/05/2014	Ultra low sulfur DSL		\$6,353.00			
	453246		08/05/2014	RFG 10% ethanol		\$15,226.09			
15159	08/11/2014	Open			Accounts Payable	Bayview Loan Servicing	\$2,419.43		
	Invoice		Date	Description		Amount			
	080114		08/05/2014	Refund duplicate payment on water acct 201884-002 (3657 Arden)		\$2,419.43			
15160	08/11/2014	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$261,063.16		
	Invoice		Date	Description		Amount			
	2014-00000499		07/29/2014	July 2014 medical insurance premiums-acct #051133		\$124,519.52			
	2014-00000500		07/29/2014	August 2014 medical insurance premiums-acct #051133		\$136,543.64			
15161	08/11/2014	Open			Accounts Payable	Bound Tree Medical, LLC	\$551.01		
	Invoice		Date	Description		Amount			
	81488356		07/29/2014	Medstorm Med 5 BP unit kit		\$235.36			
	81492851		08/05/2014	glucose test strips, control solution		\$315.65			
15162	08/11/2014	Open			Accounts Payable	Burrell , Dwayne	\$319.00		
	Invoice		Date	Description		Amount			
	072814		08/05/2014	equipment allowance		\$319.00			
15163	08/11/2014	Open			Accounts Payable	Campbell, Molly	\$25.00		
	Invoice		Date	Description		Amount			
	072914		08/05/2014	Play festival stipend - Million Times Over		\$25.00			
15164	08/11/2014	Open			Accounts Payable	Car Reflections	\$195.00		
	Invoice		Date	Description		Amount			
	14-333		07/29/2014	Lettering on Expedition		\$195.00			
15165	08/11/2014	Open			Accounts Payable	Case Lots, Inc.	\$280.80		
	Invoice		Date	Description		Amount			
	057743		08/05/2014	janitorial supplies		\$280.80			
15166	08/11/2014	Open			Accounts Payable	CDS Office Technologies	\$337.50		
	Invoice		Date	Description		Amount			
	ATINV0002638		08/05/2014	Install BEC on PCs		\$337.50			
15167	08/11/2014	Open			Accounts Payable	Chemsearch	\$154.41		
	Invoice		Date	Description		Amount			
	1579369		08/05/2014	meltblown pad, rustoleum treatment		\$154.41			
15168	08/11/2014	Open			Accounts Payable	Chicago Parts & Sound LLC	\$101.60		
	Invoice		Date	Description		Amount			
	608325		07/29/2014	Rotor Asy		\$101.60			
15169	08/11/2014	Open			Accounts Payable	Comcast	\$10.60		
	Invoice		Date	Description		Amount			
	071814		07/29/2014	Cable @ VH		\$10.60			
15170	08/11/2014	Open			Accounts Payable	ComEd	\$925.30		
	Invoice		Date	Description		Amount			
	2014-00000501		07/29/2014	0134327003 - Dusk to Dawn		\$497.95			
	2014-00000502		07/29/2014	2427077087 - svc @ 4315 Park Concession Stand		\$272.72			
	2014-00000510		08/05/2014	2083099069 svc @ 8501 Brookfield		\$62.85			

# Corporate Warrant - 8/11/14

From Payment Date: 7/29/2014 - To Payment Date: 8/11/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2014-00000511		08/05/2014	3543076047 - svc @ 9001 Shields			\$91.78		
15171	08/11/2014	Open			Accounts Payable	Corgiat, Angela	\$178.00		
	Invoice		Date	Description		Amount			
	RT1076		08/05/2014	Refund for Kids First Tennis - Dominic & Gianna		\$178.00			
15172	08/11/2014	Open			Accounts Payable	Crawford, Trace	\$25.00		
	Invoice		Date	Description		Amount			
	072914		08/05/2014	Play festival stipend - The Lady and the Tyger		\$25.00			
15173	08/11/2014	Open			Accounts Payable	Danbee Plumbing Company	\$499.00		
	Invoice		Date	Description		Amount			
	1713		08/05/2014	replace p-traps, repacked lead joints		\$499.00			
15174	08/11/2014	Open			Accounts Payable	De Lage Landen Public Finance	\$2,177.00		
	Invoice		Date	Description		Amount			
	2014-00000512		08/05/2014	copier contracts		\$2,177.00			
15175	08/11/2014	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$9,013.36		
	Invoice		Date	Description		Amount			
	643455		07/29/2014	dental insurance premiums		\$8,661.28			
	643456		07/29/2014	deltacare dental		\$149.08			
	643455v		07/29/2014	Delta vision		\$203.00			
15176	08/11/2014	Open			Accounts Payable	DT Group	\$4,000.00		
	Invoice		Date	Description		Amount			
	072214		07/29/2014	Street and parkway bond refund - 3209 Maple		\$3,000.00			
	072214a		07/29/2014	Parkway bond refund - 8834 Congress Park		\$1,000.00			
15177	08/11/2014	Open			Accounts Payable	DuPage Topsoil Inc.	\$710.00		
	Invoice		Date	Description		Amount			
	039052		08/05/2014	semi pulv		\$365.00			
	039051		08/05/2014	semi pulv		\$345.00			
15178	08/11/2014	Open			Accounts Payable	EJ USA, Inc	\$388.00		
	Invoice		Date	Description		Amount			
	3730529		07/29/2014	12T/15T top section w/lid		\$388.00			
15179	08/11/2014	Open			Accounts Payable	FANTA, K	\$80.00		
	Invoice		Date	Description		Amount			
	072914		08/05/2014	Refund duplicate vehicle sticker payment		\$80.00			
15180	08/11/2014	Open			Accounts Payable	FedEx	\$36.85		
	Invoice		Date	Description		Amount			
	2-725-51019		08/05/2014	vehicle sticker delivery		\$36.85			
15181	08/11/2014	Open			Accounts Payable	FMP	\$1,620.46		
	Invoice		Date	Description		Amount			
	50-876080		07/29/2014	kit brake lining		\$48.44			
	50-Y00726		07/29/2014	Pro batt pp54 un279		\$187.14			
	50-881628		08/05/2014	brake pad, rotor asy, oil seal		\$284.54			
	50-882023		08/05/2014	rotor asy - brake, branded friction		\$286.76			
	50-862598		08/05/2014	alternator asy		\$271.28			
	50-860907		08/05/2014	alternator, brake pads, rotor asy		\$692.30			
	50-879454		08/05/2014	credit		(\$75.00)			
	50-877119		08/05/2014	credit		(\$75.00)			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15182	08/11/2014	Open			Accounts Payable	Franco, Daina	\$110.00		
	Invoice		Date	Description		Amount			
	RT1040		07/29/2014	Refund for Half Day Camp - Julian Franco		\$110.00			
15183	08/11/2014	Open			Accounts Payable	Freeway Ford Truck Sales Inc.	\$93.62		
	Invoice		Date	Description		Amount			
	446240		07/29/2014	Tube, plunger, bushing, clamp		\$93.62			
15184	08/11/2014	Open			Accounts Payable	Gara, James	\$50.00		
	Invoice		Date	Description		Amount			
	000168-1034		07/29/2014	refund of picnic deposit		\$50.00			
15185	08/11/2014	Open			Accounts Payable	Garcia, Marty	\$110.00		
	Invoice		Date	Description		Amount			
	000128-1037		07/29/2014	refund of picnic deposit		\$110.00			
15186	08/11/2014	Open			Accounts Payable	Gawle, Diane	\$50.00		
	Invoice		Date	Description		Amount			
	000130-1035		07/29/2014	refund of picnic deposit		\$50.00			
15187	08/11/2014	Open			Accounts Payable	GE Capital	\$632.53		
	Invoice		Date	Description		Amount			
	61066064		07/29/2014	ricoh copiers		\$632.53			
15188	08/11/2014	Open			Accounts Payable	GOVTEMPSUSA LLC	\$2,718.45		
	Invoice		Date	Description		Amount			
	1552817		07/29/2014	wages-Jackson, Kamykowski		\$1,521.45			
	1556151		07/29/2014	wages-Jackson, Kamykowski		\$1,197.00			
15189	08/11/2014	Open			Accounts Payable	Great Lakes Automatic Door	\$402.26		
	Invoice		Date	Description		Amount			
	19250		08/05/2014	replace/recalibrate control		\$402.26			
15190	08/11/2014	Open			Accounts Payable	Gregory, Mindy	\$50.00		
	Invoice		Date	Description		Amount			
	000185-1038		07/29/2014	refund of picnic deposit		\$50.00			
15191	08/11/2014	Open			Accounts Payable	Grosser, Richard	\$200.00		
	Invoice		Date	Description		Amount			
	000127-1075		08/05/2014	refund of picnic deposit		\$200.00			
15192	08/11/2014	Open			Accounts Payable	Grund & Riesterer Architects Inc.	\$2,305.00		
	Invoice		Date	Description		Amount			
	1		08/05/2014	village hall office renovation - svcs through 7/31/14		\$2,305.00			
15193	08/11/2014	Open			Accounts Payable	Guerrero, Monica	\$50.00		
	Invoice		Date	Description		Amount			
	000170-1033		07/29/2014	refund of picnic deposit		\$50.00			
15194	08/11/2014	Open			Accounts Payable	Harlem Plumbing Supply	\$26.97		
	Invoice		Date	Description		Amount			
	54380		07/29/2014	SL A-38-A wtr svr		\$26.97			
15195	08/11/2014	Open			Accounts Payable	Henry, James	\$25.00		
	Invoice		Date	Description		Amount			
	072314		08/05/2014	Play festival stipend - A Birthday Story		\$25.00			

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15196	08/11/2014	Open			Accounts Payable	Hull, Dan	\$110.00		
	Invoice		Date	Description		Amount			
	000123-1074		08/05/2014	refund of picnic deposit		\$110.00			
15197	08/11/2014	Open			Accounts Payable	ILEAS	\$120.00		
	Invoice		Date	Description		Amount			
	DUES4020		08/05/2014	2014 annual membership dues		\$120.00			
15198	08/11/2014	Open			Accounts Payable	Illinois Municipal League	\$20.00		
	Invoice		Date	Description		Amount			
	0024301-IN		07/29/2014	30 day web employment ad - MW1		\$20.00			
15199	08/11/2014	Open			Accounts Payable	Illinois Section AWWA	\$48.00		
	Invoice		Date	Description		Amount			
	200012485		08/05/2014	Meter symposium		\$48.00			
15200	08/11/2014	Open			Accounts Payable	Illinois State Police-Bureau of Identification	\$298.50		
	Invoice		Date	Description		Amount			
	063014		07/29/2014	Cost center 3740, ORI: ILL13562S		\$298.50			
15201	08/11/2014	Open			Accounts Payable	IPELRA	\$1,125.00		
	Invoice		Date	Description		Amount			
	072814		07/29/2014	IPELRA Conference registration		\$1,125.00			
15202	08/11/2014	Open			Accounts Payable	IRMA	\$2,173.63		
	Invoice		Date	Description		Amount			
	0013438		07/29/2014	June deductible		\$2,173.63			
15203	08/11/2014	Open			Accounts Payable	J & L Electronic Service, Inc.	\$210.00		
	Invoice		Date	Description		Amount			
	87823G		07/29/2014	Surge protection on antenna system		\$210.00			
15204	08/11/2014	Open			Accounts Payable	Jelinek, Brian	\$87.56		
	Invoice		Date	Description		Amount			
	080514		08/05/2014	meal reimbursement		\$87.56			
15205	08/11/2014	Open			Accounts Payable	Kara Co Inc.	\$151.20		
	Invoice		Date	Description		Amount			
	302236		08/05/2014	paint - survey marking		\$151.20			
15206	08/11/2014	Open			Accounts Payable	KEEFFE-ORAWIEC, HELEN	\$110.00		
	Invoice		Date	Description		Amount			
	000139-1039		07/29/2014	refund of picnic deposit		\$110.00			
15207	08/11/2014	Open			Accounts Payable	Kids First Sports Safety Inc.	\$261.66		
	Invoice		Date	Description		Amount			
	072914		08/05/2014	tennis camp		\$261.66			
15208	08/11/2014	Open			Accounts Payable	Kissane, Kathleen	\$55.96		
	Invoice		Date	Description		Amount			
	080114		08/05/2014	equipment allowance		\$55.96			
15209	08/11/2014	Open			Accounts Payable	Koch, Chad	\$784.00		
	Invoice		Date	Description		Amount			
	140724		07/29/2014	Martial Arts Instruction		\$784.00			

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15210	08/11/2014	Open			Accounts Payable	LA Fasteners Inc.	\$126.64		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2-20887		07/29/2014	nylon ties			\$126.64		
15211	08/11/2014	Open			Accounts Payable	La Grange Materials, Inc.	\$52.95		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	69565		08/05/2014	concrete mix, speccoplug			\$52.95		
15212	08/11/2014	Open			Accounts Payable	Laidlaw Transit, Inc.	\$423.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	183-C-054596		08/05/2014	Camp outing - Rolling Lanes			\$188.00		
	183-C-054597		08/05/2014	Camp outing - Enchanted Castle			\$235.00		
15213	08/11/2014	Open			Accounts Payable	Lawson Products, Inc.	\$354.47		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	9302596044		07/29/2014	misc tools			\$354.47		
15214	08/11/2014	Open			Accounts Payable	Lehigh Hanson	\$2,240.11		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	5429896		07/29/2014	016CA07			\$165.84		
	5430352		07/29/2014	016CA07			\$156.63		
	5417668		08/05/2014	016CA07			\$103.01		
	5431903		08/05/2014	016CA07			\$659.67		
	5432692		08/05/2014	016CA07			\$279.05		
	5432295		08/05/2014	016CA07			\$397.71		
	5433114		08/05/2014	016CA07			\$478.20		
15215	08/11/2014	Open			Accounts Payable	Lhota, Barb	\$25.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	072914		08/05/2014	Play festival stipend - Rahm Schntzel			\$25.00		
15216	08/11/2014	Open			Accounts Payable	Living Waters Consultants, Inc.	\$3,405.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	1769		08/05/2014	Monroe bioswale/Ehlert Park native plant maintenance			\$1,125.00		
	1756		08/05/2014	Monroe bioswale/Ehlert Park native plant maintenance			\$1,700.00		
	1770		08/05/2014	Kiwanis bioswale native plant maintenance			\$580.00		
15217	08/11/2014	Open			Accounts Payable	Loukides, George	\$25.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	072914		08/05/2014	Play festival stipend - Oh Brother			\$25.00		
15218	08/11/2014	Open			Accounts Payable	Madison National Life Insurance Co.	\$666.89		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2014-00000505		07/29/2014	ins adm fees			\$666.89		
15219	08/11/2014	Open			Accounts Payable	Marquez, Ronald	\$50.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	000181-1036		07/29/2014	refund of picnic deposit			\$50.00		
15220	08/11/2014	Open			Accounts Payable	Menards-Hodgkins	\$35.98		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	70155		08/05/2014	misc supplies			\$24.46		
	70024		08/05/2014	hammered dark bronze			\$11.52		
15221	08/11/2014	Open			Accounts Payable	Midwest Meter Inc.	\$3,571.03		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	0057509-IN		07/29/2014	water meters			\$487.75		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	0057670-IN		08/05/2014				\$3,083.28		
15222	08/11/2014	Open			Accounts Payable	Morning, Noon & Night Plumbing	\$450.00		
	Invoice		Date	Description		Amount			
	12678		08/05/2014	open sewer line		\$450.00			
15223	08/11/2014	Open			Accounts Payable	Municipal Electronics, Inc	\$245.00		
	Invoice		Date	Description		Amount			
	061587		08/05/2014	Antenna maintenance		\$245.00			
15224	08/11/2014	Open			Accounts Payable	NCPERS Group Life Ins.	\$152.00		
	Invoice		Date	Description		Amount			
	8/2014		07/29/2014	Life insurance - Aug 2014		\$152.00			
15225	08/11/2014	Open			Accounts Payable	New World Systems	\$1,120.00		
	Invoice		Date	Description		Amount			
	036686		08/05/2014	Utility billing training		\$1,120.00			
15226	08/11/2014	Open			Accounts Payable	Orkin Inc.	\$483.81		
	Invoice		Date	Description		Amount			
	2014-00000520		08/05/2014	pest control - 3830 Maple		\$65.39			
	2014-00000521		08/05/2014	pest control - 4301 Elm		\$47.70			
	2014-00000522		08/05/2014	pest control - 4523 Eberly		\$59.45			
	2014-00000523		08/05/2014	pest control - 4545 Eberly		\$66.37			
	2014-00000524		08/05/2014	pest control - 8820 Brookfield		\$64.36			
	2014-00000525		08/05/2014	pest control - fire stations 1&2		\$113.85			
	2014-00000526		08/05/2014	pest control - train station		\$66.69			
15227	08/11/2014	Open			Accounts Payable	Paramedic Billing Services	\$1,316.76		
	Invoice		Date	Description		Amount			
	06/2014		07/29/2014	Paramedic collections - June 2014		\$1,316.76			
15228	08/11/2014	Open			Accounts Payable	Patten Industries, Inc.	\$543.34		
	Invoice		Date	Description		Amount			
	214-6888		07/29/2014	Fan as/resistor as		\$271.67			
	P50C0864863		08/05/2014	AA-430D EX4		\$271.67			
15229	08/11/2014	Open			Accounts Payable	Portable John, Inc.	\$271.22		
	Invoice		Date	Description		Amount			
	A-194335		08/05/2014	svc @ Ehlert Park		\$271.22			
15230	08/11/2014	Open			Accounts Payable	PowerPhone Inc.	\$458.00		
	Invoice		Date	Description		Amount			
	40837		07/29/2014	Seminar #13-1982		\$458.00			
15231	08/11/2014	Open			Accounts Payable	Priority Print	\$586.00		
	Invoice		Date	Description		Amount			
	20140757		07/29/2014	Business cards		\$163.00			
	20140858		08/05/2014	envelopes		\$366.50			
	20140812		08/05/2014	Business cards		\$56.50			
15232	08/11/2014	Open			Accounts Payable	Purchase Power	\$2,039.99		
	Invoice		Date	Description		Amount			
	071614		07/29/2014	postage machine		\$2,039.99			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15233	08/11/2014	Open			Accounts Payable	Quarry Materials, Inc.	\$134.16		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	00050161		07/29/2014	N50 D Surface			\$77.48		
	00050214		07/29/2014	N50 D Surface			\$56.68		
15234	08/11/2014	Open			Accounts Payable	Quintana, Manuel	\$5,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	072914		08/05/2014	Flood mitigation reimbursement			\$5,000.00		
15235	08/11/2014	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$450.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	1441735-IN		07/29/2014	sgt chevrons			\$450.00		
15236	08/11/2014	Open			Accounts Payable	Ringwald, Gerry	\$25.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	072914		08/05/2014	Play festival stipend - Can Cause Death			\$25.00		
15237	08/11/2014	Open			Accounts Payable	SALTO, IMELDA	\$3,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	073014		08/05/2014	Parkway/street bond refund - Permit 2013-00000081			\$3,000.00		
15238	08/11/2014	Open			Accounts Payable	SANDERS, SCOTT	\$9,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	073014		08/05/2014	Parkway/street bond refund - 3637 Prairie, Permit 2013-00000620			\$3,000.00		
	073014-2		08/05/2014	Parkway/street bond refund - 4146 Grove, Permit 2014-000001599			\$3,000.00		
	073014-3		08/05/2014	Parkway/street bond refund - 4142 Grove, Permit 2013-000001934			\$3,000.00		
15239	08/11/2014	Open			Accounts Payable	Scout Electric Supply Co.	\$245.70		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	156563		08/05/2014	misc supplies			\$245.70		
15240	08/11/2014	Open			Accounts Payable	Semenske, Brett	\$110.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	000135-1073		08/05/2014	refund of picnic deposit			\$110.00		
15241	08/11/2014	Open			Accounts Payable	Sherwin-Williams Co.	\$535.79		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	4282-6		08/05/2014	qp repair kit			\$82.99		
	3951-7		07/29/2014	Glass beads, piston lube			\$62.80		
	9633-2		07/29/2014	setfast ltx white			\$390.00		
15242	08/11/2014	Open			Accounts Payable	Simoncic, Steven	\$25.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	072914		08/05/2014	Play festival stipend - The Space Behind Your Heart			\$25.00		
15243	08/11/2014	Open			Accounts Payable	Sportsfield, Inc.	\$665.75		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	214586		08/05/2014	Baseball Infield Mix			\$665.75		
15244	08/11/2014	Open			Accounts Payable	Staples Advantage	\$112.67		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	8030650190		07/29/2014	office supplies			\$112.67		

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15245	08/11/2014	Open			Accounts Payable	Suburban Laboratories, Inc.	\$115.00		
	Invoice		Date	Description		Amount			
	114411		08/05/2014	Coliform presence-absence for IEPA		\$115.00			
15246	08/11/2014	Open			Accounts Payable	Suburban Truck Parts	\$237.60		
	Invoice		Date	Description		Amount			
	14868		07/29/2014	6 ton jack stands		\$237.60			
15247	08/11/2014	Open			Accounts Payable	Swan Cleaners	\$160.00		
	Invoice		Date	Description		Amount			
	4537		08/05/2014	Bunting repairs		\$100.00			
	4524		08/05/2014	laundry service		\$35.00			
	4550		08/05/2014	laundry service		\$25.00			
15248	08/11/2014	Open			Accounts Payable	Swierczynski, Roman	\$20.00		
	Invoice		Date	Description		Amount			
	072314		07/29/2014	training class		\$20.00			
15249	08/11/2014	Open			Accounts Payable	Third Millennium Associates, Inc	\$6,255.31		
	Invoice		Date	Description		Amount			
	17180		08/05/2014	Cole Taylor lockbox charges - May 2014		\$895.91			
	17181		08/05/2014	Cole Taylor lockbox charges - June 2014		\$961.00			
	17174		08/05/2014	Online vehicle sticker software		\$1,495.00			
	17178		08/05/2014	Vehicle sticker online sales fees		\$1,283.40			
	17175		08/05/2014	Online vehicle sticker anual maint fee		\$495.00			
	17176		08/05/2014	monthly fee for in-season server fees May-July 2014		\$450.00			
	17177		08/05/2014	Off season server fee for online vehicle stickers		\$675.00			
15250	08/11/2014	Open			Accounts Payable	THOMPSON, ALEX	\$3,000.00		
	Invoice		Date	Description		Amount			
	073014		08/05/2014	Parkway/street bond refund - 4138 Grove		\$3,000.00			
15251	08/11/2014	Open			Accounts Payable	Trugreen	\$4,585.90		
	Invoice		Date	Description		Amount			
	22295250		08/05/2014	28th & Park		\$238.00			
	22295258		08/05/2014	DuBois & Burlington		\$168.30			
	22295257		08/05/2014	Burlington & Grove		\$39.10			
	22295254		08/05/2014	3200 Block of Harrison		\$35.00			
	22295256		08/05/2014	8820 Brookfield Ave		\$59.50			
	22289610		08/05/2014	9101 Shields		\$4,046.00			
15252	08/11/2014	Open			Accounts Payable	Unifirst Corporation	\$330.42		
	Invoice		Date	Description		Amount			
	081 0967073		08/05/2014	laundry service		\$165.21			
	081 0965574		07/29/2014	laundry svc		\$165.21			
15253	08/11/2014	Open			Accounts Payable	USA Bluebook	\$138.71		
	Invoice		Date	Description		Amount			
	398644		08/05/2014	curb box key		\$138.71			
15254	08/11/2014	Open			Accounts Payable	Village of Downers Grove	\$1,042.80		
	Invoice		Date	Description		Amount			
	095915		08/05/2014	medical insurance premium - September 2014		\$1,042.80			

# Corporate Warrant - 8/11/14

From Payment Date: 7/29/2014 - To Payment Date: 8/11/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15255	08/11/2014	Open			Accounts Payable	Visa	\$4,306.03		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2014-00000536		08/05/2014	dept of public works			\$35.00		
	2014-00000506		07/29/2014	fire dept			\$519.28		
	2014-00000507		07/29/2014	administration acct			\$1,347.76		
	2014-00000508		07/29/2014	recreation acct			\$1,960.36		
	2014-00000509		07/29/2014	police dept			\$443.63		
15256	08/11/2014	Open			Accounts Payable	Walke, Mark	\$20.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	072314		07/29/2014	training class			\$20.00		
15257	08/11/2014	Open			Accounts Payable	Wentworth Tire Service	\$890.40		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	435047		08/05/2014	tires			\$890.40		
15258	08/11/2014	Open			Accounts Payable	Westfield Ford	\$132.08		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	602681		07/29/2014	Rotor Asy			\$132.08		
15259	08/11/2014	Open			Accounts Payable	Wilson, Judith	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	072214		07/29/2014	Parkway bond refund - 4136 Du Bois			\$1,000.00		
15260	08/11/2014	Open			Accounts Payable	Zee Medical Inc.	\$193.70		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	0100059909		07/29/2014	first aid supplies			\$193.70		
Type Check Totals:					136 Transactions		\$401,979.39		
EFT									
218	08/05/2014	Open			Accounts Payable	Village of Brookfield	\$311,010.56		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2014-00000533		08/05/2014	salaries			\$311,010.56		
219	08/05/2014	Open			Accounts Payable	Village of Brookfield	\$10,776.45		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2014-00000534		08/05/2014	fica/medicare			\$10,776.45		
220	08/05/2014	Open			Accounts Payable	Village of Brookfield	\$170.49		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2014-00000535		08/05/2014	payroll-sui			\$170.49		
Type EFT Totals:					3 Transactions		\$321,957.50		

PFC - PUBLIC FUND CHECKING Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	136	\$401,979.39	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	136	\$401,979.39	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$321,957.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

# Corporate Warrant - 8/11/14

From Payment Date: 7/29/2014 - To Payment Date: 8/11/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	3	\$321,957.50	\$0.00	
<b>Grand Totals:</b>									
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	139	\$723,936.89	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>139</b>	<b>\$723,936.89</b>	<b>\$0.00</b>	
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	136	\$401,979.39	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>136</b>	<b>\$401,979.39</b>	<b>\$0.00</b>	
				<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	3	\$321,957.50	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>3</b>	<b>\$321,957.50</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	139	\$723,936.89	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>139</b>	<b>\$723,936.89</b>	<b>\$0.00</b>	

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
15261	08/12/2014	Open			Accounts Payable	Brookfield/North Riverside Water Commission	\$278,318.04		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	080114		08/12/2014	Water bill for July 2014		\$278,318.04			
15262	08/12/2014	Open			Accounts Payable	Cook County Treasurer	\$2,548.09		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	081114a		08/12/2014	Property taxes - 2012 2nd installment		\$2,548.09			
15263	08/12/2014	Open			Accounts Payable	Cook County Treasurer	\$2,180.86		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	081114b		08/12/2014	Property taxes - 2013 2nd installment		\$2,180.86			
15264	08/12/2014	Open			Accounts Payable	Cook County Treasurer	\$259.09		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	081114c		08/12/2014	Property taxes - 2012 2nd installment		\$259.09			
15265	08/12/2014	Open			Accounts Payable	Cook County Treasurer	\$209.01		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	081114d		08/12/2014	Property taxes - 2013 2nd installment		\$209.01			
15266	08/15/2014	Open			Accounts Payable	Lenartson, Ann	\$407.89		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	072914		08/15/2014	Dance classes		\$407.89			
15267	08/25/2014	Voided			Utility Management Refund	U.S. BANK NATIONAL ASSOC	\$76.14		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Residential		301655-001		08/18/2014	REFUND ADJUSTMENT			
15268	08/20/2014	Open			Accounts Payable	DCEO	\$13.59		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	081914		08/20/2014	Return of interest earned on grant #10-203575		\$13.59			
15269	08/25/2014	Open			Accounts Payable	A & M Parts Inc.	\$143.20		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	462711		08/18/2014	Oil filters, oil		\$67.18			
	462764		08/18/2014	Filter		\$55.04			
	462430		08/18/2014	octane booster		\$20.98			
15270	08/25/2014	Open			Accounts Payable	Abbott Appliance	\$194.35		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	49483		08/18/2014	Dryer repair		\$194.35			
15271	08/25/2014	Open			Accounts Payable	Accurate Document Destruction	\$77.74		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	10321892		08/18/2014	shredding services		\$77.74			
15272	08/25/2014	Open			Accounts Payable	Aftermath	\$105.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	JC2014-3505		08/18/2014	Ehlert Park bathroom		\$105.00			
15273	08/25/2014	Open			Accounts Payable	Airgas USA, LLC	\$347.55		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	9500208947		08/18/2014	medical oxygen		\$147.30			

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9920677869		08/18/2014		welding gases		\$200.25		
15274	08/25/2014	Open			Accounts Payable	Alternative Energy Solutions	\$281.00		
	Invoice		Date	Description		Amount			
	27628		08/18/2014	Generator inspection		\$281.00			
15275	08/25/2014	Open			Accounts Payable	Animal Welfare League	\$102.00		
	Invoice		Date	Description		Amount			
	6753		08/18/2014	1 dog held 3 days, wildlife		\$102.00			
15276	08/25/2014	Open			Accounts Payable	Arthur P. O'Hara, Inc.	\$2,195.00		
	Invoice		Date	Description		Amount			
	13474		08/18/2014	chairs		\$2,195.00			
15277	08/25/2014	Open			Accounts Payable	AT&T	\$19,980.35		
	Invoice		Date	Description		Amount			
	2014-00000545		08/20/2014	708-485-6045		\$129.21			
	2014-00000546		08/20/2014	708-485-6575		\$74.38			
	2014-00000547		08/20/2014	708-485-3277		\$71.10			
	2014-00000548		08/20/2014	708-485-2266		\$72.21			
	2014-00000549		08/20/2014	773-R07-1184		\$116.11			
	2014-00000550		08/20/2014	708-R07-0065		\$9,710.27			
	2014-00000551		08/20/2014	708-387-1350		\$78.00			
	2014-00000552		08/20/2014	708-387-2561		\$56.72			
	2014-00000553		08/20/2014	708-387-2650		\$5,133.63			
	2014-00000554		08/20/2014	708-387-2733		\$78.16			
	2014-00000555		08/20/2014	708-Z14-0030		\$237.20			
	2014-00000556		08/20/2014	708-Z14-0033		\$237.20			
	2014-00000557		08/20/2014	708-Z14-0045		\$1,589.73			
	2014-00000558		08/20/2014	708-Z14-0019		\$237.20			
	2014-00000559		08/20/2014	708-485-0076		\$347.75			
	2014-00000560		08/20/2014	708-485-8121		\$289.40			
	2014-00000561		08/20/2014	847-734-5955		\$1,219.03			
	2014-00000562		08/20/2014	708-485-2499		\$72.52			
	2014-00000563		08/20/2014	708-387-2561		\$230.53			
15278	08/25/2014	Open			Accounts Payable	AT&T Long Distance	\$1,560.41		
	Invoice		Date	Description		Amount			
	080914		08/20/2014	853558135-5		\$1,560.41			
15279	08/25/2014	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$2,489.93		
	Invoice		Date	Description		Amount			
	39740		08/20/2014	Project #1113063, 3419 Prairie		\$450.00			
	39772		08/20/2014	Project # 1113084, 3213 Vernon		\$1,169.93			
	39628		08/20/2014	June 2014 inspections		\$870.00			
15280	08/25/2014	Open			Accounts Payable	Bandola, Christopher	\$300.00		
	Invoice		Date	Description		Amount			
	081514		08/18/2014	equipment allowance		\$300.00			
15281	08/25/2014	Open			Accounts Payable	Brookfield True Value Hardware	\$375.70		
	Invoice		Date	Description		Amount			
	87531		08/18/2014	screws, door buttons		\$17.17			
	87544		08/18/2014	tarp		\$9.00			

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	87546		08/18/2014	twine			\$3.86		
	87554		08/18/2014	switch guard			\$2.69		
	87557		08/18/2014	locks, swiffer supplies			\$89.45		
	87565		08/18/2014	doorknob, flytraps			\$14.82		
	87569		08/18/2014	caulk			\$5.92		
	87582		08/18/2014	padlock, glue			\$16.63		
	87598		08/18/2014	xo rust			\$67.46		
	87599		08/18/2014	plastic tubing			\$0.65		
	87600		08/18/2014	paintbrushes, rollers, pan liners			\$21.64		
	87605		08/18/2014	anchors			\$5.90		
	87612		08/18/2014	paint thinner			\$58.02		
	87541		08/18/2014	brass caps			\$4.81		
	87549		08/18/2014	tarp			\$22.49		
	87601		08/18/2014	gasoline, thread tape, duct tape			\$35.19		
15282	08/25/2014	Open			Accounts Payable	Burda, Remegia	\$328.09		
	Invoice		Date	Description		Amount			
	081214		08/18/2014	Refund of duplicate water payment		\$328.09			
15283	08/25/2014	Open			Accounts Payable	Burreil , Dwayne	\$213.40		
	Invoice		Date	Description		Amount			
	082514		08/18/2014	vision care reimbursement		\$213.40			
15284	08/25/2014	Open			Accounts Payable	Call One	\$384.53		
	Invoice		Date	Description		Amount			
	081514		08/20/2014	local/long dist 1010-4340-0000		\$384.53			
15285	08/25/2014	Open			Accounts Payable	Capital One Public Funding	\$127,229.53		
	Invoice		Date	Description		Amount			
	0001532976		08/18/2014	Loan # 100361087		\$127,229.53			
15286	08/25/2014	Open			Accounts Payable	Case Lots, Inc.	\$1,076.85		
	Invoice		Date	Description		Amount			
	057880		08/18/2014	misc supplies		\$497.05			
	058145		08/20/2014	soap, towels, liners		\$579.80			
15287	08/25/2014	Open			Accounts Payable	Challenger Sports	\$783.00		
	Invoice		Date	Description		Amount			
	081314		08/18/2014	Soccer camp		\$783.00			
15288	08/25/2014	Open			Accounts Payable	Cintas Corp	\$544.37		
	Invoice		Date	Description		Amount			
	8401374678		08/18/2014	Shredding day w/Chamber		\$480.00			
	5001735706		08/18/2014	first aid supplies		\$64.37			
15289	08/25/2014	Open			Accounts Payable	City Tech USA, Inc.	\$390.00		
	Invoice		Date	Description		Amount			
	2273		08/18/2014	PublicSalary annual membership		\$390.00			
15290	08/25/2014	Open			Accounts Payable	Comcast	\$141.97		
	Invoice		Date	Description		Amount			
	071814dpw		08/20/2014	cable at DPW		\$2.12			
	080914		08/20/2014	internet at VH		\$139.85			

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15291	08/25/2014	Open			Accounts Payable	ComEd	\$309.49		
	Invoice		Date	Description			Amount		
	2014-00000537		08/18/2014	0683030051			\$30.69		
	2014-00000538		08/18/2014	6292126004			\$278.80		
15292	08/25/2014	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$12,512.94		
	Invoice		Date	Description			Amount		
	0016032013		08/18/2014	street lighting 1-1D7Y-573			\$12,512.94		
15293	08/25/2014	Open			Accounts Payable	Costar Realty Information, Inc.	\$895.00		
	Invoice		Date	Description			Amount		
	102506819		08/18/2014	Property professional			\$895.00		
15294	08/25/2014	Open			Accounts Payable	Creedon, John	\$110.00		
	Invoice		Date	Description			Amount		
	000125-1142		08/18/2014	refund of picnic deposit			\$110.00		
15295	08/25/2014	Open			Accounts Payable	Disc Golf Association	\$2,266.33		
	Invoice		Date	Description			Amount		
	40025		08/20/2014	Mach II Portable, In-ground conversion kit			\$2,266.33		
15296	08/25/2014	Open			Accounts Payable	Dynamex, Inc.	\$31.57		
	Invoice		Date	Description			Amount		
	1616588		08/18/2014	delivery svc			\$31.57		
15297	08/25/2014	Open			Accounts Payable	Fire Service, Inc.	\$100.30		
	Invoice		Date	Description			Amount		
	8636		08/18/2014	2 1/2" Liq White Face			\$100.30		
15298	08/25/2014	Open			Accounts Payable	FMP	\$188.53		
	Invoice		Date	Description			Amount		
	50-877910		08/18/2014	gatorback idler & tens pulley			\$52.16		
	50-877802		08/18/2014	gatorback idler & tens pulley			\$13.80		
	50-870010		08/18/2014	credit			(\$64.44)		
	50-882101		08/18/2014	superduty brake pad			\$93.44		
	50-Y00779		08/18/2014	Pro batt pp54 un279			\$93.57		
15299	08/25/2014	Open			Accounts Payable	FOSSIER, R	\$1,000.00		
	Invoice		Date	Description			Amount		
	081214		08/20/2014	Parkway bond refund - 4133 Blanchan, permit 2014-00000595			\$1,000.00		
15300	08/25/2014	Open			Accounts Payable	Foster's Truck Repair	\$60.00		
	Invoice		Date	Description			Amount		
	29161		08/18/2014	truck repairs			\$60.00		
15301	08/25/2014	Open			Accounts Payable	Gomez-Patino, Jorge	\$1,000.00		
	Invoice		Date	Description			Amount		
	080414		08/18/2014	Parkway bond refund - 4317 Arthur, permit 2014-00000205			\$1,000.00		
15302	08/25/2014	Open			Accounts Payable	GovTempsUSA, LLC	\$3,115.20		
	Invoice		Date	Description			Amount		
	080714		08/18/2014	Temp-to-hire fee, Kamykowski & Jackson			\$3,115.20		
15303	08/25/2014	Open			Accounts Payable	Groot Industries, Inc.	\$116,223.02		
	Invoice		Date	Description			Amount		
	10324949		08/18/2014	yard waste			\$21,851.97		

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	10324948		08/18/2014		residential garbage svc		\$92,121.05		
	10324006		08/18/2014		garbage stickers		\$2,250.00		
15304	08/25/2014	Open			Accounts Payable	Hitchcock Design Group	\$295.80		
	Invoice		Date		Description		Amount		
	16595		08/20/2014		Kiwanis Park, billing period ending 7/18/14		\$295.80		
15305	08/25/2014	Open			Accounts Payable	Illinois Assoc of Chiefs of Police	\$400.00		
	Invoice		Date		Description		Amount		
	2014-219		08/18/2014		media relations training		\$400.00		
15306	08/25/2014	Open			Accounts Payable	Illinois State Police-Bureau of Identification	\$345.00		
	Invoice		Date		Description		Amount		
	080614		08/18/2014		fingerprints		\$345.00		
15307	08/25/2014	Open			Accounts Payable	IRMA	\$402.33		
	Invoice		Date		Description		Amount		
	0013512		08/18/2014		July 2014 deductible		\$402.33		
15308	08/25/2014	Open			Accounts Payable	Jack's Inc.	\$40.98		
	Invoice		Date		Description		Amount		
	59608		08/18/2014		sharpen 2 s.f. bit, 2" spring clamp		\$40.98		
15309	08/25/2014	Open			Accounts Payable	Jackson-Hirsh, Inc.	\$99.93		
	Invoice		Date		Description		Amount		
	0895234		08/18/2014		9x11.5 10mil, carrier silicone top-fold		\$99.93		
15310	08/25/2014	Open			Accounts Payable	James J. Benes and Associates, Inc.	\$260.32		
	Invoice		Date		Description		Amount		
	073114		08/18/2014		Project 1464.000 McCormick-Parkview stop analysis		\$260.32		
15311	08/25/2014	Open			Accounts Payable	Kallas, Terri	\$178.00		
	Invoice		Date		Description		Amount		
	081914		08/20/2014		Refund for tennis - online registration error		\$178.00		
15312	08/25/2014	Open			Accounts Payable	Kane, Mc Kenna and Associates, Inc.	\$825.00		
	Invoice		Date		Description		Amount		
	12495		08/20/2014		Ogden TIF 2008		\$825.00		
15313	08/25/2014	Open			Accounts Payable	KEDZUCH, P	\$110.00		
	Invoice		Date		Description		Amount		
	000121-1111		08/18/2014		refund of picnic deposit		\$110.00		
15314	08/25/2014	Open			Accounts Payable	Kids First Sports Safety Inc.	\$348.88		
	Invoice		Date		Description		Amount		
	080814		08/18/2014		tennis camp		\$348.88		
15315	08/25/2014	Open			Accounts Payable	Kieft Bros Inc.	\$198.84		
	Invoice		Date		Description		Amount		
	203807		08/18/2014		rubber gasket, rubber repair coupling		\$198.84		
15316	08/25/2014	Open			Accounts Payable	Kuruvilla, Michael	\$390.00		
	Invoice		Date		Description		Amount		
	080414		08/18/2014		equipment allowance		\$390.00		

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15317	08/25/2014	Open			Accounts Payable	LA Fasteners Inc.	\$12.53		
	Invoice		Date	Description		Amount			
	2-21570		08/18/2014	pressure washer coupler, plug		\$12.53			
15318	08/25/2014	Open			Accounts Payable	La Grange Pk Ace Hardware	\$97.25		
	Invoice		Date	Description		Amount			
	54757		08/18/2014	sandbelts		\$16.18			
	54418		08/18/2014	misc supplies		\$7.39			
	54443		08/18/2014	misc supplies		\$54.81			
	54576		08/18/2014	bolt set, ring wax extender		\$31.46			
	54588		08/18/2014	credit		(\$12.59)			
15319	08/25/2014	Open			Accounts Payable	Laidlaw Transit, Inc.	\$799.00		
	Invoice		Date	Description		Amount			
	183-C-054675		08/18/2014	Camp outing - Oak Lawn Pk Dist		\$211.50			
	183-C-054718		08/18/2014	Camp outing - North Riv Theatre		\$141.00			
	183-C-054673		08/18/2014	Camp outing - Northerly Island		\$235.00			
	183-C-054674		08/18/2014	Camp outing - Sea Lion Aquatic Park		\$211.50			
15320	08/25/2014	Open			Accounts Payable	Lehigh Hanson	\$1,012.85		
	Invoice		Date	Description		Amount			
	5433963		08/18/2014	016CA07		\$87.91			
	5436881		08/18/2014	013FM05		\$163.47			
	5433526		08/18/2014	016CA07		\$258.52			
	5435634		08/18/2014	016CA07		\$92.35			
	5434815		08/18/2014	016CA07		\$83.92			
	5434354		08/18/2014	016CA07		\$326.68			
15321	08/25/2014	Open			Accounts Payable	Leslie Heating & Cooling Inc.	\$1,800.00		
	Invoice		Date	Description		Amount			
	S-17086		08/18/2014	install new duct		\$1,800.00			
15322	08/25/2014	Open			Accounts Payable	LexisNexis Risk Data Management	\$100.00		
	Invoice		Date	Description		Amount			
	1465957-20140731		08/18/2014	monthly subscription fee		\$100.00			
15323	08/25/2014	Open			Accounts Payable	Massarello, Dannette	\$110.00		
	Invoice		Date	Description		Amount			
	000122-1110		08/19/2014	refund of picnic deposit		\$110.00			
15324	08/25/2014	Open			Accounts Payable	Megapath	\$523.25		
	Invoice		Date	Description		Amount			
	49000991		08/19/2014	DSL service		\$523.25			
15325	08/25/2014	Open			Accounts Payable	Menards-Hodgkins	\$310.76		
	Invoice		Date	Description		Amount			
	71404		08/19/2014	mesh		\$39.78			
	71578		08/19/2014	stepladder		\$135.00			
	70683		08/19/2014	janitorial supplies		\$95.52			
	70789		08/19/2014	kitchen sprayer		\$23.98			
	70784		08/19/2014	sink spray head, mop, mop head		\$22.45			
	70790		08/19/2014	credit		(\$5.97)			

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15326	08/25/2014	Open			Accounts Payable	Midwest Meter Inc.	\$2,673.50		
	Invoice		Date	Description		Amount			
	0058168-IN		08/19/2014	mtu flat encii p1-reed		\$2,673.50			
15327	08/25/2014	Open			Accounts Payable	Midwest Orthopaedics at Rush	\$119.00		
	Invoice		Date	Description		Amount			
	073114		08/19/2014	med exams		\$119.00			
15328	08/25/2014	Open			Accounts Payable	Mraovic, Dusanka	\$1,000.00		
	Invoice		Date	Description		Amount			
	081214		08/20/2014	Parkway bond refund - 4231 Elm, permit 2013-00001175		\$1,000.00			
15329	08/25/2014	Open			Accounts Payable	National Shopping Plazas, Inc.	\$1,897.43		
	Invoice		Date	Description		Amount			
	080214		08/20/2014	Refund for rented water meter		\$1,897.43			
15330	08/25/2014	Open			Accounts Payable	NICOR	\$29.14		
	Invoice		Date	Description		Amount			
	2014-00000539		08/19/2014	3840 Maple		\$29.14			
15331	08/25/2014	Open			Accounts Payable	North Riverside Recreation	\$762.00		
	Invoice		Date	Description		Amount			
	81490		08/19/2014	Rec program co-ops		\$762.00			
15332	08/25/2014	Open			Accounts Payable	Okeli, Mary Ann	\$1,000.00		
	Invoice		Date	Description		Amount			
	081114		08/20/2014	Parkway/street bond refund - 8845 Burlingt, permit 2013-00000883		\$1,000.00			
15333	08/25/2014	Open			Accounts Payable	Passport Parking, LLC	\$314.00		
	Invoice		Date	Description		Amount			
	1513		08/19/2014	July 2014 mobile pay		\$164.50			
	1467		08/19/2014	June 2014 mobile pay		\$149.50			
15334	08/25/2014	Open			Accounts Payable	Pasuika, Paul Edward	\$25.00		
	Invoice		Date	Description		Amount			
	072914		08/19/2014	Play festival stipend - When the Wheels Come Off		\$25.00			
15335	08/25/2014	Open			Accounts Payable	Patten Industries, Inc.	\$556.72		
	Invoice		Date	Description		Amount			
	P50C0865217		08/19/2014	misc parts		\$556.72			
15336	08/25/2014	Open			Accounts Payable	Pinner Electric, Inc.	\$1,990.12		
	Invoice		Date	Description		Amount			
	24736		08/19/2014	street lighting		\$1,990.12			
15337	08/25/2014	Open			Accounts Payable	Polar Heating and Air Conditioning	\$70.00		
	Invoice		Date	Description		Amount			
	081514		08/19/2014	refund of permit fee		\$70.00			
15338	08/25/2014	Open			Accounts Payable	Portable John, Inc.	\$346.50		
	Invoice		Date	Description		Amount			
	A-194508		08/19/2014	svc @ Kiwanis Park		\$346.50			
15339	08/25/2014	Open			Accounts Payable	Priority Print	\$137.90		
	Invoice		Date	Description		Amount			
	20140859		08/19/2014	administrative adjudication		\$137.90			

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15340	08/25/2014	Open			Accounts Payable	Quarry Materials, Inc.	\$142.68		
	Invoice		Date	Description			Amount		
	00050543		08/19/2014	N50 D Surface			\$63.80		
	00050497		08/19/2014	N50 D Surface			\$78.88		
15341	08/25/2014	Open			Accounts Payable	RADER, NICK	\$163.54		
	Invoice		Date	Description			Amount		
	081814		08/20/2014	Refund of water meter purchase			\$163.54		
15342	08/25/2014	Open			Accounts Payable	Richardson, Anita	\$1,800.00		
	Invoice		Date	Description			Amount		
	2014-10		08/20/2014	adjudication hearings July 2014			\$1,800.00		
15343	08/25/2014	Open			Accounts Payable	Ricmar Industries	\$990.26		
	Invoice		Date	Description			Amount		
	318936		08/19/2014	monk wipes, t-lube, pow-i-cide, sure shot, stinger			\$990.26		
15344	08/25/2014	Open			Accounts Payable	Rubino Engineering Inc.	\$2,951.00		
	Invoice		Date	Description			Amount		
	1612		08/20/2014	Proofroll			\$453.00		
	1574		08/20/2014	Soil, concrete, CPU			\$2,498.00		
15345	08/25/2014	Open			Accounts Payable	Russo's Power Equipment Inc	\$248.43		
	Invoice		Date	Description			Amount		
	2104492		08/19/2014	chain saw			\$230.00		
	2104491		08/19/2014	grinding wheel			\$18.43		
15346	08/25/2014	Open			Accounts Payable	Schaefges Brothers, Inc.	\$125,804.71		
	Invoice		Date	Description			Amount		
	2151		08/20/2014	Kiwanis Park Project, Payment #5			\$125,804.71		
15347	08/25/2014	Open			Accounts Payable	SEASPAR	\$34,590.50		
	Invoice		Date	Description			Amount		
	FY14-15#1		08/19/2014	member contribution for FY 14-15, first installment			\$34,590.50		
15348	08/25/2014	Open			Accounts Payable	Sentinel Emergency Solutions	\$193.03		
	Invoice		Date	Description			Amount		
	29641		08/19/2014	misc parts			\$193.03		
15349	08/25/2014	Open			Accounts Payable	ServiceMaster DSI	\$1,105.56		
	Invoice		Date	Description			Amount		
	69443.001		08/19/2014	Water mitigation			\$1,105.56		
15350	08/25/2014	Open			Accounts Payable	Sherlag, Sylvia	\$255.00		
	Invoice		Date	Description			Amount		
	000134-1143		08/19/2014	refund of picnic deposit			\$150.00		
	000138-1090		08/19/2014	picnic cancellation			\$105.00		
15351	08/25/2014	Open			Accounts Payable	Smith, Norbert	\$4,000.00		
	Invoice		Date	Description			Amount		
	080414		08/19/2014	Parkway/street bond refund - 4171 Deyo, permit 2013-00002129			\$4,000.00		
15352	08/25/2014	Open			Accounts Payable	Sparkle Cleaners	\$84.00		
	Invoice		Date	Description			Amount		
	081114		08/19/2014	dry-cleaning services			\$84.00		

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15353	08/25/2014	Open			Accounts Payable	Staples Advantage	\$206.77		
	Invoice		Date	Description		Amount			
	8030818621		08/19/2014	office supplies		\$15.99			
	3237735155		08/19/2014	office supplies		\$70.79			
	3237735154		08/19/2014	coin counter		\$119.99			
15354	08/25/2014	Open			Accounts Payable	State Treasurer	\$3,913.54		
	Invoice		Date	Description		Amount			
	41517		08/18/2014	traffic signals		\$3,913.54			
15355	08/25/2014	Open			Accounts Payable	Stelter, Steven	\$298.00		
	Invoice		Date	Description		Amount			
	081114		08/19/2014	reimbursement for airfare for FBINA conference		\$298.00			
15356	08/25/2014	Open			Accounts Payable	STEVLIC, S	\$10.00		
	Invoice		Date	Description		Amount			
	RT1085		08/19/2014	refund for Family Yoga - Luka		\$10.00			
15357	08/25/2014	Open			Accounts Payable	Tennis Surfaces Company	\$5,600.00		
	Invoice		Date	Description		Amount			
	14165		08/19/2014	color coat and line basketball court		\$5,600.00			
15358	08/25/2014	Open			Accounts Payable	Traffic Control & Protection	\$1,092.00		
	Invoice		Date	Description		Amount			
	80772		08/19/2014	30" HIP 080 B/Y Playground Symbol		\$1,092.00			
15359	08/25/2014	Open			Accounts Payable	Trugreen	\$73.50		
	Invoice		Date	Description		Amount			
	22519585		08/19/2014	4301 Elm		\$73.50			
15360	08/25/2014	Open			Accounts Payable	Unifirst Corporation	\$330.42		
	Invoice		Date	Description		Amount			
	081 0970098		08/19/2014	laundry service		\$165.21			
	081 0968573		08/19/2014	laundry service		\$165.21			
15361	08/25/2014	Open			Accounts Payable	Unique Plumbing Inc.	\$22,600.00		
	Invoice		Date	Description		Amount			
	851401		08/19/2014	materials for Madison WS		\$3,221.50			
	2014683		08/19/2014	Madison Ave water service improvements		\$19,378.50			
15362	08/25/2014	Open			Accounts Payable	Verizon Wireless	\$2,115.95		
	Invoice		Date	Description		Amount			
	9729240546		08/20/2014	trustee ipads		\$143.36			
	9729411992		08/20/2014	village cell phones		\$1,972.59			
15363	08/25/2014	Open			Accounts Payable	W.S. Darley & Co.	\$133.75		
	Invoice		Date	Description		Amount			
	17149597		08/18/2014	rope hose		\$133.75			
15364	08/25/2014	Open			Accounts Payable	Wednesday Journal	\$392.00		
	Invoice		Date	Description		Amount			
	062414		08/20/2014	Public notice		\$196.00			
	061814		08/20/2014	Public notice		\$196.00			
15365	08/25/2014	Open			Accounts Payable	West Central Municipal Conference	\$14,154.36		
	Invoice		Date	Description		Amount			
	0007861-IN		08/19/2014	FY 2014-2015 Membership dues		\$12,588.25			

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	0007894-IN		08/20/2014		Council of mayor dues FY 2015		\$1,566.11		
15366	08/25/2014	Open			Accounts Payable	West Cook County Solid Waste Agency	\$25,221.04		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0003415-IN		08/19/2014		disposal/admin		\$25,221.04		
15367	08/25/2014	Open			Accounts Payable	ZAVALA, MOISES	\$105.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	RT1081		08/19/2014		refund for Kamp Kiwanis - Emiliano		\$105.00		
15368	08/25/2014	Open			Accounts Payable	Zeitler, Carl	\$25.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	072914		08/19/2014		Play festival stipend - And Then What		\$25.00		
15369	08/25/2014	Open			Accounts Payable	Zuniga, Francisco	\$110.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	000186-1141		08/19/2014		refund of picnic deposit		\$110.00		
Type Check Totals:									
					109 Transactions		\$849,361.13		
Type EFT Totals:									
					3 Transactions		\$314,243.29		
EFT									
221	08/19/2014	Open			Accounts Payable	Village of Brookfield	\$303,337.85		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2014-00000542		08/19/2014		salaries		\$303,337.85		
222	08/19/2014	Open			Accounts Payable	Village of Brookfield	\$10,731.35		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2014-00000543		08/19/2014		fica/medicare		\$10,731.35		
223	08/19/2014	Open			Accounts Payable	Village of Brookfield	\$174.09		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2014-00000544		08/19/2014		payroll-sui		\$174.09		
PFC - PUBLIC FUND CHECKING Totals									

# Corporate Warrant - 8/25/14

From Payment Date: 8/12/2014 - To Payment Date: 8/25/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>Checks</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	108	\$849,284.99	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$76.14	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>109</b>	<b>\$849,361.13</b>	<b>\$0.00</b>	
<b>EFTs</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	3	\$314,243.29	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>3</b>	<b>\$314,243.29</b>	<b>\$0.00</b>	
<b>All</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	111	\$1,163,528.28	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$76.14	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>112</b>	<b>\$1,163,604.42</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
<b>Checks</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	108	\$849,284.99	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$76.14	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>109</b>	<b>\$849,361.13</b>	<b>\$0.00</b>	
<b>EFTs</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	3	\$314,243.29	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>3</b>	<b>\$314,243.29</b>	<b>\$0.00</b>	
<b>All</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	111	\$1,163,528.28	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$76.14	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>112</b>	<b>\$1,163,604.42</b>	<b>\$0.00</b>	

**ORDINANCE NO. 2014-49**

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS  
PERSONAL PROPERTY OF THE VILLAGE OF BROOKFIELD**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THIS 25th DAY OF August 2014

Published in pamphlet form by authority  
of the corporate authorities of the  
Village of Brookfield, Illinois,  
the 25th DAY OF AUGUST 2014.

**ORDINANCE NO. 2014- 49**

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS  
PERSONAL PROPERTY OF THE VILLAGE OF BROOKFIELD**

**WHEREAS**, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village of Brookfield (the "Village") are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

**WHEREAS**, the Village owns certain personal property described in Exhibit "A" which exhibit is attached hereto and made part hereof; and

**WHEREAS**, the corporate authorities of the Village expressly find that the items of personal property described in Exhibit "A" are no longer necessary to, required for use, or in the best interests of the Village to maintain and further find that it is in the best interest of the Village to dispose of the described items as hereafter set forth.

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

**Section 1. Recitals.**

The foregoing recitals are adopted as the corporate findings of the Village of Brookfield as if fully restated herein.

**Section 2. Authorization.** The Village Manger be and is hereby authorized and directed to place dispose of the items as deemed appropriate by the Village Manager.

The corporate authorities hereby authorize the Village Manager to dispose of personal property described in Exhibit "A".

**Section 3. Effective Date.** This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

**ADOPTED** this 25th DAY OF AUGUST 2014 pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 25th DAY OF AUGUST 2014.

\_\_\_\_\_  
Kit Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 25th DAY OF AUGUST 2014.

\_\_\_\_\_  
Catherine Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois

**EXHIBIT A**

2002 Ford F-150

Super Crew

Red in Color

VIN: 1FTRW07692KD78423

**ORDINANCE NO. 2014 - 50**

**AN ORDINANCE AMENDING CHAPTER 6 OF VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS S LIQUOR LICENSES**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 25<sup>TH</sup> DAY OF AUGUST 2014**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 25<sup>th</sup> day of August 2014

ORDINANCE NO. 2014 - 50

**AN ORDINANCE AMENDING CHAPTER 6 OF VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS S LIQUOR LICENSES**

**WHEREAS**, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

**WHEREAS**, Section 06-102 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S liquor license, which is a subsidiary license, for the retail sale of alcoholic liquor in locations external to the premises, such as outdoor cafes;

**WHEREAS**, Section 06-84 of the Village of Brookfield Code of Ordinances provides that the number of Class S liquor licenses shall not exceed seven (7);

**WHEREAS**, the available Class S liquor licenses have been issued to other applicants;

**WHEREAS**, there is an application currently pending for the issuance of a Class S liquor license submitted by Sokol Spirit located at 3909 Prairie Avenue, Brookfield, Illinois, to allow the consumption of alcoholic liquor in a lot adjacent to the premises at 3909 Prairie Avenue, Brookfield, Illinois, for its Oktoberfest event to be held on September 13, 2014, from 4:00 p.m. until 10:00 p.m.; and

**WHEREAS**, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class S liquor license to accommodate the currently pending license application;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Brookfield as follows:

**Section 1. Recitals.**

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2. Creation of an Additional Class S Liquor License.**

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed nine (9).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed six (6).
- (13) The total number of Class 9 licenses shall not exceed zero (0).

- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed zero (0).
- (16) The total number of Class 12 licenses shall not exceed one (1).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed two (2).
- (19) The total number of Class S2 licenses shall not exceed one (1).
- (20) The total number of Class S3 licenses shall not exceed three (3).

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

**Section 3. Effective Date.**

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

**ADOPTED** this 25<sup>th</sup> day of August 2014 pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 25<sup>th</sup> day of August 2014.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office  
and published in pamphlet form  
this 25<sup>th</sup> day of August 2014.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

**VILLAGE OF BROOKFIELD  
RESOLUTION 2014-961**

**A RESOLUTION AUTHORIZING THE 2014 FAIR HOUSING ACTION PLAN**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THIS 25<sup>nd</sup> DAY OF AUGUST, 2014**

**VILLAGE OF BROOKFIELD  
RESOLUTION 2014-961**

**A RESOLUTION AUTHORIZING THE 2014 FAIR HOUSING ACTION PLAN**

WHEREAS, the Village of Brookfield is committed to affirmatively furthering fair housing and establishing, promoting, and maintaining a diverse community; and,

WHEREAS, the Village of Brookfield periodically updates a Fair Housing Action Plan in order to fulfill this commitment.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees as follows:

SECTION 1: That the 2014 Fair Housing Action Plan, attached as EXHIBIT A, is hereby adopted.

SECTION 2: That the officials, officers, and employees are hereby authorized to take further actions as necessary to carry out the intent and purpose of this resolution and plan.

SECTION 3: That this resolution shall be in full force and effect from and after its passage and approval as required by law.

**ADOPTED** this 25<sup>nd</sup> day of August, 2014, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 25<sup>nd</sup> day of August, 2014.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 25<sup>th</sup> day of August, 2014.

---

Catherine Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois

(SEAL)

## EXHIBIT A

**VILLAGE OF BROOKFIELD  
FAIR HOUSING PLAN  
August 2014**

The Village of Brookfield, in an effort to establish, promote and maintain a diverse community, plans the following:

Protected Classes

The Village Of Brookfield will review and enforce local building and zoning codes to ensure that people are protected from discrimination in housing when it is based upon a person's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity, or housing status.

Actions to Promote Fair Housing

1. Provide educational outreach regarding fair housing by:
  - a. Publish and distribute materials and Village newsletter articles for residents about fair housing issues and value of living in diverse community.
  - b. Publish and distribute materials for professionals in the housing industry (realtors, builders, lenders, etc.) to promote their obligations under the Community Reinvestment Act and Cook County Human Rights ordinance, including non-discriminatory lending practices and business investment to create a more vibrant and stable community.
2. Regularly review and enforce property maintenance codes and standard procedures for inspections to ensure uniform enforcement of building code with other municipalities.
3. Regularly review and enforce local building and zoning codes to promote diverse population and worker housing to retain and attract businesses.
4. Provide opportunities for a variety of housing types in accordance with the Village's 2020 Master Plan to ensure decent and affordable housing for low- to moderate-income employees.
5. Continue enforcement of the Americans with Disabilities Act.
6. Update the Village of Brookfield Fair Housing Ordinance as needed.

Performance Measurements

The Village of Brookfield will measure fair housing performance by reporting activities and status of formal complaints to the Board of Trustees on an annual basis.

Fair Housing Complaints

The Village of Brookfield will incorporate fair housing complaint acceptance into its current multi-family annual inspection program of the Building and Planning Department. Complaints will be filed in accordance with the Village's Fair Housing Ordinance or referred to the Cook County Human Rights Commission.

ORDINANCE NO. 2014- 51

**AN ORDINANCE AWARDING A CONTRACT FOR PROJECT MANAGEMENT SERVICES TO ACLARA TECHNOLOGIES, LLC AND AWARDING A CONTRACT TO MIDWEST METER, INC. FOR THE UPGRADE OF THE STAR DATA COLLECTION UNIT NETWORK FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 25<sup>TH</sup> DAY OF AUGUST 2014

Published in pamphlet form by  
Authority of the Corporate  
Authorities of the Village of  
Brookfield, Illinois, this  
25<sup>th</sup> day of August 2014.

ORDINANCE NO. 2014- 51

**AN ORDINANCE AWARDED A CONTRACT FOR PROJECT MANAGEMENT SERVICES TO ACLARA TECHNOLOGIES, LLC. AND AWARDED A CONTRACT TO MIDWEST METER, INC. FOR THE UPGRADE OF THE STAR DATA COLLECTION UNIT NETWORK FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Village of Brookfield (the "Village"), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto;

**WHEREAS**, the Village operates a water distribution system and previously purchased and installed a STAR Fixed Network automated water meter reading system;

**WHEREAS**, the Village desires to upgrade the system by purchasing and acquiring certain equipment constituting personal property necessary for the Village to perform essential governmental functions;

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for project management services and the installation of the upgrade to the STAR Fixed Network automated water meter reading system;

**WHEREAS**, the Village has received a satisfactory proposal for project management services for the installation of the upgrade to the STAR Fixed Network automated water meter reading system from Aclara Technologies, Inc. and has negotiated a satisfactory Agreement between the Village of Brookfield, Illinois, and Aclara Technologies, LLC for the Furnishing of Project Management Services for the Upgrade of

the STAR Data Collection Unit Network, Aclara Software License Agreement and a Mutual Non-Disclosure Agreement (the "Agreements"); therefore, it is, in the opinion of a majority of the corporate authorities of the Village, advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and enter into the Agreements substantially in the form attached hereto as Exhibit "C-1, C-2 and C-3."

**WHEREAS**, the Village has received a satisfactory proposal for the installation of the upgrade to the STAR Fixed Network automated water meter reading system from Midwest Meter, Inc. and has negotiated a satisfactory Contract (the "Contract"); therefore, it is, in the opinion of a majority of the corporate authorities of the Village, advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and enter into the Contract substantially in the form attached hereto as Exhibit "D."

**WHEREAS**, the corporate authorities of the Village deem it for the benefit of the Village and for the efficient and effective administration thereof to enter into the Agreements and the Contract for the upgrade to the STAR Fixed Network automated water meter reading system on the terms and conditions therein provided; and

**WHEREAS**, in the opinion of two-thirds of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village enter into the Agreements and the Contract for the upgrade to the STAR Fixed Network automated water meter reading system on the terms and conditions therein provided;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Village of Brookfield as follows:

**Section 1:** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2:** It is hereby determined that it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for project management services for the installation of the upgrade to the STAR Fixed Network automated water meter reading system and negotiate satisfactory Agreements with Aclara Technologies, LLC and a Contract with Midwest Meter, Inc. to be therein described on the terms and conditions therein provided.

**Section 3:** It is hereby determined that the Village, after due negotiation, has negotiated satisfactory Agreements with Aclara Technologies, LLC substantially in the form attached hereto as Exhibit "C-1, C-2 and C-3" and a Contract with Midwest Meter, Inc. substantially in the form attached hereto as Exhibit "D" with such insertions, omissions and changes as shall be approved by the Village Manager as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein, the execution of such documents being conclusive evidence of such approval.

**Section 4:** It is hereby determined that it is advisable, necessary and in the public interest that the Village award the Agreements and issue a Notice of Award to Aclara Technologies, LLC subject to the furnishing of the proper evidence of insurance substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be accompanied by a sufficient number of Agreements attached for execution by Aclara Technologies, LLC.

**Section 5:** It is hereby determined that it is advisable, necessary and in the public interest that the Village award the Contract and issue a Notice of Award to Midwest Meter, Inc. subject to the furnishing of the proper evidence of insurance substantially in the form attached hereto as Exhibit "B" and made a part hereof. The Notice of Award shall be accompanied by a sufficient number of Contracts with all other written contract documents attached for execution by Aclara Technologies, LLC.

**Section 6:** The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notices of Award substantially in the form attached hereto as Exhibit "A" and Exhibit "B" and made a part hereof.

**Section 7:** Provided that Aclara Technologies, LLC returns to the Village within ten (10) days of the receipt of the Notice of Award the Agreement, properly executed by it, along with the proper evidence of insurance, then the Village President is authorized to execute and the Village Clerk to attest the Agreements.

**Section 8:** Provided that Midwest Meter, Inc. returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract, with all other written contract documents attached, along with the proper evidence of insurance, then the Village President is authorized to execute and the Village Clerk to attest the Contract.

**Section 9:** The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the upgrade to the STAR Fixed Network automated water meter reading system

**Section 10:** If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 11:** All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any resolution or ordinance or part thereof.

**Section 12:** This ordinance shall be in full force and effect after its passage by two-thirds of all the trustees holding office, approval and publication in pamphlet form as provided by law.

ADOPTED this 25<sup>th</sup> day of August 2014, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 25<sup>th</sup> day of August 2014.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 25<sup>th</sup> day of August 2014.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois



**EXHIBIT "A"**  
**VILLAGE OF BROOKFIELD, ILLINOIS**  
**NOTICE OF AWARD**

TO: Aclara Technologies, LLC  
c/o Esco Technologies Holdings, LLC  
9900A Clayton Road  
St. Louis, MO 63124

PROJECT DESCRIPTION: Village of Brookfield, Illinois, Agreement between the Village of Brookfield, Illinois and Aclara Technologies, LLC for the Furnishing of Project Management Services for the Upgrade of the STAR Data Collection Unit Network

THE VILLAGE OF BROOKFIELD has considered the Proposal submitted by you for the above-described work.

YOU ARE HEREBY NOTIFIED that you have been awarded the Agreement between the Village of Brookfield, Illinois, and Aclara Technologies, LLC for the Furnishing of Project Management Services for the Upgrade of the STAR Data Collection Unit Network the amount of Eleven Thousand Six Hundred and 00/100 Dollars (\$11,600.00), subject to the furnishing of the proper evidence of insurance.

You are required to execute the Agreement and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Agreement and to furnish the evidence of insurance within ten (10) days from the issuance of this Notice of Award, the Village will be entitled to consider all your rights arising out of your proposal as abandoned. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 25<sup>th</sup> day of August 2014.

VILLAGE OF BROOKFIELD, ILLINOIS

By: \_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois



ATTESTED and filed in my office,  
this 25<sup>th</sup> day of August 2014.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by Aclara Technologies, LLC this \_\_\_\_ day of \_\_\_\_\_ 2014.

Aclara Technologies, LLC by Esco  
Technologies, LLC, Member

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B. S. Kitterman, President

**EXHIBIT "B"**  
**VILLAGE OF BROOKFIELD, ILLINOIS**  
**NOTICE OF AWARD**

TO: Midwest Meter, Inc.  
P.O. Box 318  
Edinburg, IL 62531 St. Louis, MO 63124

PROJECT DESCRIPTION: Village of Brookfield, Illinois, Upgrade of the STAR Data Collection Unit Network

THE VILLAGE OF BROOKFIELD has considered the Proposal submitted by you for the above-described work.

YOU ARE HEREBY NOTIFIED that you have been awarded the Contract for the Upgrade of the STAR Data Collection Unit Network the amount of Sixty-Four Thousand Two Hundred Fifty-Five and 00/100 Dollars (\$64,255.00), subject to the furnishing of the proper evidence of insurance.

You are required to execute the Agreement and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Agreement and to furnish the evidence of insurance within ten (10) days from the issuance of this Notice of Award, the Village will be entitled to consider all your rights arising out of your proposal as abandoned. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 25<sup>th</sup> day of August 2014. VILLAGE OF BROOKFIELD, ILLINOIS

By: \_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 25<sup>th</sup> day of August 2014.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by Midwest Meter, Inc.  
this \_\_\_\_ day of \_\_\_\_\_ 2014.

Midwest Meter, Inc.

\_\_\_\_\_  
Donald L. Lutrell, President

**EXHIBIT C-1**

**AGREEMENT BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS, AND ACLARA  
TECHNOLOGIES, LLC FOR THE FURNISHING OF PROJECT MANAGEMENT SERVICES FOR THE  
UPGRADE OF THE STAR DATA COLLECTION UNIT NETWORK**

**AGREEMENT**  
**between the**  
**VILLAGE OF BROOKFIELD, ILLINOIS**  
**and**  
**ACLARA TECHNOLOGIES, LLC**  
**for the furnishing of**  
**PROJECT MANAGEMENT SERVICES**  
**for the**  
**UPGRADE OF THE STAR DATA COLLECTION UNIT NETWORK**

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This agreement (hereinafter referred to as the "Agreement"), made and entered into by and between the Village of Brookfield, Illinois, hereinafter referred to as the "Village," and Aclara Technologies, LLC., hereinafter referred to as the "Project Manager" for project management services for the upgrade of the STAR data collection unit network, hereinafter referred to as the "Project," in Brookfield, Illinois.

In consideration of these premises and of the mutual covenants herein set forth, the Project Manager agrees as follows:

**A. THE PROJECT.** The Project consists of the upgrade of the STAR data collection unit network. The scope of work proposed was provided by the Project Manager and is attached to this Agreement as Exhibit "A" and made a part hereof.

**B. PROJECT MANAGEMENT SERVICES.** The work associated with the Agreement is as described in Exhibit "A" and shall be referred to as the Project Management Services.

1. Additional services beyond the scope of the Project Management Services above-listed, requested in writing by the Village, shall be performed by the Project Manager by separate agreement.

2. The Project Manager will perform services under this Agreement in accordance with generally accepted and currently recognized project management practices and principles and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

3. The Project Manager shall procure and maintain for the duration of its Agreement and for two years thereafter insurance against errors and omissions and claims for injuries to its employees that may arise from or are in conjunction with the performance of the work hereunder by the Project Manager, 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) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

**b. Minimum Limits of Insurance**

The Project Manager 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 \$2,000,000 per Project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation limits of \$1,000,000 and as Employers' Liability limits of \$500,000 per accident.
- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

**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 Project Manager 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:

**General Liability and Automobile Liability Coverages**

- (1) 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 Project Manager; or automobiles owned, lease, hired or borrowed by the Project Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, and volunteers.
- (2) The Project Manager'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 in excess of the Project Manager's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
- (4) The Project Manager's insurance shall contain a severability-of-interests clause or language stating that the Project Manager'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.

### **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 Project Manager shall have a minimum insurance rating of AVII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

#### **f. Verification of Coverage**

The Project Manager 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.

4. To the fullest extent permitted by law, the Project Manager 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 any way accrue against the Village, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful act or omission by the Project Manager, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the Village, its officials, employees and volunteers. If any judgment shall be rendered against the Village, its officials, agents, employees and volunteers, in any such action, the Project Manager shall, at its expense, satisfy and discharge the same.

5. Notwithstanding any other provision of this contract, nothing contained in this contract shall require the Project Manager to indemnify or hold harmless another person from that person's own negligent acts or omissions.

6. Any insurance policies required by this Agreement, or otherwise provided by the Project Manager, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents, employees and volunteers and herein provided.

7. The Project Manager further represents and warrants to the Village that the Project Manager and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Project Manager hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, Project Managers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

8. The Project Manager 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.

9. The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or Project Management time schedule adjustments; and the Project Manager and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The Village may, at any time, by written order to the Project Manager (Suspension of Services Order) require the Project Manager to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, the Project Manager 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. The Project Manager will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This Agreement may be terminated by the Village upon written notice to the Project Manager, at its last known post office address, provided that, should this Agreement be terminated by the Village, the Project Manager 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 Project Manager shall deliver to any successor Project Manager all property, books and effects of every description in its possession belonging to the Village.

12. This Agreement may additionally be terminated by the Village upon written notice to the Project Manager, 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 the Project Manager commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Project Manager 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 bankruptcy or insolvency;
- b. If a petition is filed against the Project Manager 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 the Project Manager under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

- c. If the Project Manager makes a general assignment for the benefit of creditors;
- d. If a trustee, receiver, custodian or agent of the Project Manager is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Project Manager 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 the Project Manager's creditors;
- e. If the Project Manager admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the Project Manager 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, the Project Manager shall be paid for all services and any expense sustained, less all costs incurred by the Village to have the services performed which were to have been performed by the Project Manager.

14. The Project Manager is qualified technically and is conversant with the policies applicable to the performance of design Project Management; and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15. The Project Manager shall maintain all books, records, documents, papers, accounting records, and other evidence pertaining to its costs incurred relating to the performance of the work under this Agreement and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Project Manager and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission has been obtained. All books and records required to be maintained by the Project Manager and subcontractor shall be available for review and audit by the Village. The Project Manager and subcontractor shall cooperate fully with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). Failure by the Project Manager or subcontractor to maintain the books, records, and supporting documents required by this section or the failure by the Project Manager or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under the Agreement for which adequate books and records are not available or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). The Project Manager shall include the requirements of this section in all subcontracts. The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by the Agreement.

16. The Project Manager warrants that it has not employed or retained any company or person, other than an employee working solely for the Project Manager, to secure this Agreement and that it 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.

17. This Agreement shall be deemed to be exclusive between the Village and the Project Manager. This Agreement shall not be assigned by the Project Manager without first obtaining permission in writing from the Village.

18. 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 Project Manager relating in any manner to the work performed by the Project Manager or by anyone else and used by the Project Manager in performance of the services under this Agreement (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The Project Manager 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. The Project Manager grants permission to the Village to register the copyright and other rights in the Work in the Village's name. The Project Manager 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. The Project Manager further grants to the Village full, complete and exclusive ownership of the Work. The Project Manager 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 Project Manager shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement.

20. The drawings, specifications, reports, and any other Project documents prepared by the Project Manager in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. The Project Manager 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 Project Manager, shall be at Village's sole risk; and the Village shall indemnify and hold harmless the Project Manager 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 Project Manager, the information used in the preparation of record drawings is provided by others, the Project Manager is not responsible for accuracy, completeness, or 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 Project Manager will be due additional compensation for additional services. The Project Manager shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Project Manager's promotional and professional materials. The Project Manager's materials shall not include the Village's confidential and proprietary information.

**21.** The Project Manager 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. The Project Manager shall treat such information at all times as confidential. The Project Manager acknowledges that each of the following can contain confidential information of the Village and that the disclosure of any of the following by the Project Manager 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 Project Management Services being performed by the Project Manager under this Agreement, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans that are specifically involved with the Project Management Services being performed by the Project Manager under this Agreement that are created, designed, enhanced by the Project Manager and that are not otherwise known to the public.
- d.** Financial information and water billing 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 Project Manager's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

**22.** 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 the Project Manager 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. The Project Manager shall immediately return said items to the Village upon termination of the Project Manager's engagement or earlier at the Village's request at any time.

**23.** 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.

24. The Project Manager will comply with all laws, codes, ordinances and regulations that are in effect as of the date of this Agreement.

25. Time is of the essence in this Agreement. The Project Manager shall begin the work to be performed under the Contract not later than ten (10) days after the execution of the Agreement by the Village, unless otherwise provided in the Agreement. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Agreement. The Project Manager shall notify the Village Manager at least 24 hours in advance of either discontinuing or resuming operations.

26. The Project Manager shall schedule, manage and coordinate the work so that the work is complete within 100 calendar days.

27. After the award of the Agreement and prior to starting work, the Project Manager shall submit to the Village a satisfactory progress schedule or critical path schedule that shall show the proposed sequence of work and how the Project Manager proposes to complete the various items of work before the project completion date. This schedule shall be used as a basis for establishing the controlling item of operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Project Manager to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling. The Project Manager shall confer with the Village at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule. At any time the actual progress is 14 calendar days behind the proposed progress shown on the approved schedule, the Village will select the controlling item of work for the purpose of checking the progress of the work. The Village will continue to determine the controlling item until the Project Manager has submitted a satisfactory revised progress schedule or critical path schedule. No payment under this Agreement will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

### **C. VILLAGE RESPONSIBILITIES:**

1. The Project Manager shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Project Manager such information as is available to the Village and the Village's consultants and contractors, and the Project Manager shall be entitled to rely upon the accuracy and completeness thereof.

2. For the performance by the Project Manager of the services set forth above, the Village shall pay the Project Manager the sum of Eleven Thousand Six Hundred Twenty Dollars (\$11,620.00).

3. The Village, for and in consideration of the rendering of the Project Management Services enumerated herein, shall pay to the Project Manager for rendering such services the fee hereinbefore established in the following manner:

- (a) Upon receipt of monthly statements from the Project Manager and the approval thereof by the Village, payments for the work performed shall be due and payable to the Project Manager within thirty (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.*).

4. This Agreement may be terminated by the Project Manager 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 Project Manager. Upon such termination, the Project Manager 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 Project Manager shall be paid promptly for all services provided to the date of termination.

**D. IT IS MUTUALLY AGREED:**

1. The Project Manager 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 Project Manager 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 Project Manager.

2. Each party to this Agreement shall designate one or more persons to act with authority on its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the Village and the Project Manager 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 Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Mr. Riccardo F. Ginex, Village Manager

b. If to the Project Manager:

Aclara Technologies, LLC  
c/o Esco Technologies Holdings, LLC  
9900A Clayton Road  
St. Louis, MO 63124  
Attn: B.S. Kitterman, 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.

4. 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 Project Manager.

5. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

6. 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.

7. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, 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.

8. 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.

9. This Agreement shall become effective only after an appropriation therefor has been made. The term of this Agreement shall be for one year following the effective date of the appropriation.

#### **E. CERTIFICATION OF PROJECT MANAGER:**

1. The Project Manager certifies that the Project Manager, its shareholders holding more than five percent (5%) of the outstanding shares of the Project Manager, 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;
2. In addition, the Project Manager represents and warrants to the Village that:
  - a. The Project Manager is in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
  - b. The Project Manager is in compliance with equal employment opportunities and that during the performance of the Agreement the Project Manager 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 Project Manager'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 Project Manager in its efforts to comply with such Act and Rules and Regulations, the Project Manager 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.

- (8) Obtain (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00, which are not exempt from the provisions of the Equal Opportunity clause, and retain such certifications in its files.
  - (9) In the event of the Project Manager's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Project Manager may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- c. The Project Manager is in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
  - d. The Project Manager is 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 Project Manager 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;
  - e. The Project Manager is 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 Project Manager'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 Project Manager'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.
  - (e) The Project Manager certifies that the Project Manager is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*), is a party to a collective bargaining Agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- (3) Making it a requirement to give a copy of the statement required by subparagraph D.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 D.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.
- f. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Project Manager; or, if the Project Manager's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Project Manager, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Project Manager, the

Project Manager has disclosed to the Village in writing the name(s) of the holder of such interest.

- j.** No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Project Manager in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances, Village of Brookfield, Illinois
- k.** The Project Manager has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances, Village of Brookfield, Illinois.
- l.** The Project Manager is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- m.** That the Project Manager is not delinquent in any obligation to the Illinois Department of Employment Security;

**[The remainder of this page is left blank intentionally.]**

- n. That the Project Manager has not had a net loss of one hundred (100) or more employees in Illinois during the prior calendar year caused by relocation of one hundred (100) or more jobs from Illinois to a site located outside of the United States.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Village, this \_\_\_\_ day of \_\_\_\_\_ 2014.

Village of Brookfield

By \_\_\_\_\_  
Kit P. Ketchmark, Village President

ATTEST:

By \_\_\_\_\_  
Catherine Colgrass-Edwards, Village Clerk

Executed by the Project Manager, this \_\_\_\_ day of \_\_\_\_\_ 2014.

Aclara Technologies, LLC by Esco Technologies, LLC,  
Member

By \_\_\_\_\_  
B. S. Kitterman., President

ATTEST:

By \_\_\_\_\_  
A.S. Barclay, Secretary

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **1.1 Project Management Coordination**

The Project Manager shall upgrade its STAR Data Collection Unit (DCU) network and replace four of their current Verizon DCU-1s with Verizon cellular DCU-2s. The DCU network will be installed, configured and validated and all tasks will be coordinated by a project manager employed by the Project Manager. The project scope also includes configuration of two (2) new handheld Meter Transmission Unit (MTU) Programmers. The Project Manager will provide integration and configuration of Aclara STAR Programmer Software (Software) including population of meter and MTU types. The Village will be required to deliver sample integration data from production systems to validate interface configuration. The testing and training will validate the functionality of the system. The Project Manager will provide training as identified in the purchase agreement. Training classes provided will be for a maximum of 10 students. Once training is completed, DCUs have been installed and the handheld MTU Programmers are configured, the Village will begin system acceptance testing. The Project Manager will assist the Village with system acceptance testing. The Project Manager will create a test plan, which will include the test cases to be conducted during system acceptance testing. The Project Manager will support the Village as it executes the system acceptance test cases. The Village will provide a signed Acceptance Certificate following completion of testing signifying acceptance of the product. The signed Acceptance Certificate acknowledges that the Project Manager's products function as expected and concludes system acceptance testing.

#### **1.2 Description of work to be performed**

Project Management tasks will coordinate the removal of the existing DCU-1s and installation of new DCU-2s and the delivery of the new handheld MTU Programmers.

The Project Manager's project management tasks will be focused on the following:

- Ordering and shipment of parts/hardware
- Creation and management of Installation Schedule
- Verification of DCU II Connectivity via 1 x RTT
- Configuration and verification of handheld connectivity
- Regular status updates of progress
- Coordination of training courses
- Execution of acceptance testing to validate handheld MTU Programmer configuration via System Acceptance Testing

#### **1.3 Assumptions**

- The scope includes the replacement of DCUs at their existing mounting locations. In the event that DCU locations change or existing locations require modification, the Village will be responsible for preparing the new site or modifying the existing site to meet the Project Manager's DCU installation standards.
- The Village will provide access to DCU locations when required, including any locked or secured areas, or the roofs of any buildings where a DCU is installed. The Village will supply an escort to these locations should it be required.
- Should the Project Manager's DCU technician discover any unusable mounting points or unsafe conditions (including AC power supply & wiring if present) related to the DCU replacement, the Village shall be responsible for making the site safe and viable for completion of the installation.

- It is the Village’s responsibility to dispose of existing DCUs.
- If AC-powered DCUs are a part of this installation, the Village is required to provide AC power that is terminated at a breaker box or switch, within six-feet (6) of the planned DCU attachment point.
- The DCU installations may be contingent upon the current weather conditions at the time of installation.
- It is the Village’s responsibility to install the 25 MTUs necessary for System Acceptance Testing within a 10 day window of DCU installation and training.
- No modifications to the NCC will be made as part of this scope of work.

## 2. Delivery and Scheduling

The schedule below presents a sample high level overview of the Village STAR Technology DCU II implementation schedule for the project. The Project Manager shall provide the Village an actual start date and will refine the schedule upon execution of this Agreement.

**Figure 1. High Level Schedule Overview**

WBS	Task Name	Duration	Start	Finish
1	Brookfield DCU Upgrade Plan	71 days	Mon 8/4/2014	Mon 11/10/2014
1.1	Project Kickoff & Planning	3 days	Mon 8/4/2014	Wed 8/6/2014
1.2	DCU Planning & Propagation	21 days	Tue 8/5/2014	Tue 8/26/2014
1.3	Order & Build Product	30 days	Thu 8/7/2014	Mon 9/8/2014
1.4	DCU Deployment Planning	34 days	Thu 8/7/2014	Thu 9/11/2014
1.5	Product Shipped to Customer	9 days	Wed 9/10/2014	Mon 9/22/2014
1.6	DCU & MTU Installation & Testing	26 days	Wed 9/24/2014	Wed 10/29/2014
1.6.1	Install DCUs	3 days	Wed 9/24/2014	Fri 9/26/2014
1.6.2	Verify connectivity & data transfer	3 days	Wed 9/24/2014	Fri 9/26/2014
1.6.3	Add DCU’s to regular monitoring schedule	1 day	Mon 9/29/2014	Mon 9/29/2014
1.6.4	Install MTUs for SAT	10 days	Fri 10/3/2014	Thu 10/16/2014
1.6.5	Perform 10-day RSR study	9 days	Fri 10/17/2014	Wed 10/29/2014
1.7	Product Training	21 days	Thu 9/4/2014	Thu 10/2/2014
1.8	Product Acceptance & Transition	30 days	Tue 9/30/2014	Mon 11/10/2014
1.8.1	Review Terms of Product Acceptance	0.5 days	Tue 9/30/2014	Tue 9/30/2014
1.8.2	Conduct SAT	6 days	Thu 10/30/2014	Thu 11/6/2014
1.8.3	Review SAT results	1 day	Fri 11/7/2014	Fri 11/7/2014
1.8.4	Sign Acceptance Certificate	0.5 days	Mon 11/10/2014	Mon 11/10/2014
1.8.5	Setup Transition to Support Plan	0.5 days	Mon 11/10/2014	Mon 11/10/2014
1.8.6	Transition Customer to Support	0.5 days	Mon 11/10/2014	Mon 11/10/2014

**EXHIBIT C-2**  
**SOFTWARE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS, AND**  
**ACLARA TECHNOLOGIES, LLC**

**ACLARA SOFTWARE LICENSE AGREEMENT**

This Software License Agreement is entered into as of the date last signed below (the “Effective Date”) by and between:

Aclara Technologies LLC, an Ohio Limited Liability Company  
945 Hornet Drive  
Hazelwood, MO 63042  
(Referred to herein as “Aclara”)

and Licensee of Brookfield, an Illinois Corporation  
8820 Brookfield Avenue  
Brookfield, IL 60513  
(Referred to herein as “Licensee”)

Individually, Aclara® and Licensee may be referred to as “Party” and collectively as “Parties.”

**Whereas**, Aclara has developed certain proprietary equipment and software which together constitute Aclara ® Technology Systems which performs automatic meter reading and collects metering data utilized by providers of electricity, gas and water to consumers;

**Whereas**, Licensee desires to obtain an Aclara Technology System for its use;

**Whereas**, Licensee has agreed with Midwest Meter, Inc. (hereinafter referred to as “Distributor”) under the terms of which Licensee will acquire from Distributor certain of the equipment constituting the Aclara Technology System and Distributor will perform certain services in connection therewith;

**Whereas**, Licensee desires to license from Aclara, and Aclara desires to license to Licensee certain computer software and obtain from Aclara certain software maintenance and support services as more fully described below:

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Parties agree as follows:

1. **Definitions**. The following words and phrases shall have the following meanings for the purposes of this Software License Agreement:
  - A. **“Software License Agreement”** means this document and the following Attachments all of which are attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein:
    - 1) Attachment A - Listing of Aclara Licensed Software, Third-Party Licensed Software, Licensing Parameters, Third-Party Software Not Licensed, and License Fees.
    - 2) Attachment B - Maintenance Agreement
    - 3) Attachment C - Non-Disclosure Agreement
  - B. **“Aclara Licensed Software”** means the software described on Attachment A as “Aclara Software.”
  - C. **“Delivery”** shall mean the remote installation of the Software on the Licensee-provided Designated Equipment, or, if applicable, upon the Delivery of the Designated Equipment provided by Aclara on which the Software is installed.

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- D. "Designated Equipment" means the computer equipment of Licensee in which Aclara loads the Licensed Software or the Licensee's back-up computer equipment and such additional equipment as Licensee may from time to time designate in writing, which such back-up equipment and such additional equipment shall meet Aclara's applicable specifications.
- E. "Documentation" means basic, descriptive, training and instructive materials pertinent to the Licensed Software.
- F. "Licensed Software" means the Aclara Licensed Software and the Third Party Licensed Software.
- G. "Licensing Parameters" means Central Processing Units (CPUs), Processors (including Sockets and/or Cores), Seats, Interfaces and End Points connected to the system (Meters, LCTs, CSTs, DSIs, MTUs, DCUs, etc.) and Utilities as set forth on Attachment A.
- H. "Multi-Utility" means a license under the Licensing Parameters of which the Licensee is allowed to read meters for another utility.
- I. "Object Code" means the instructions or statements comprising the Licensed Software expressed in machine-readable language, being the machine level representations that actually cause the computer to execute instructions and operations.
- J. "Peripheral Programs" mean computer programs which do not include any logic or code of the Licensed Software and which use the output of the Licensed Software as input to another computer program.
- K. "Software Release" for the purpose of this Agreement, Software Release means a release of licensed or available Software that includes Software Updates or Software Upgrades. Software Releases may also be developed to address updates of Third-party Software and Hardware products.
- L. "Software Update" for the purpose of this Agreement, Software Update means a modification or addition that, when made or added to the Software or Third Party Licensed Software, establishes material conformity of the Software or the Third Party Licensed Software to its respective specification, i.e. bug fixes and/or enhancement to existing function.
- M. "Software Upgrade" for the purpose of this Agreement, means a modification or addition to Licensed Software that is beyond the scope of the definition of Software Updates; and that may be offered to Customer for licensed use and maintenance. If Customer requests Aclara to add a Software Upgrade of the Software licensed under this Agreement such Software Upgrade shall be incorporated by written Amendment.
- N. "Source Code" means a set of instructions expressed in human readable language from which the Object Code is derived.
- O. "Third Party Licensed Software" means the software described on the Attachment A as "Third Party Software—Included in this Software License Agreement."
- P. "Aclara Technology System" means the system comprised, in part, of: 1) the equipment purchased by Licensee from Distributor and 2) the Licensed Software licensed to Licensee hereunder.

## 2. Grants of License.

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- A. Subject to the terms and conditions set forth herein, Aclara hereby grants to Licensee, and Licensee accepts, a fully paid, non-exclusive, non-transferable, perpetual (subject to termination as set forth herein), Object Code license to use the Licensed Software on the Designated Equipment solely in connection with use by Licensee of Licensee's Aclara Technology System. Third Party Licensed Software is sublicensed by Aclara to Licensee pursuant to sublicensing agreements with the respective third parties identified on Attachment A.
  - B. Subject to the terms and conditions set forth herein, Aclara hereby grants to Licensee, and Licensee accepts, a fully paid, non-exclusive, non-transferable, perpetual (subject to termination as set forth herein), license to use the Documentation solely in connection with its use of the Licensed Software.
3. License Fee. Upon Delivery of the Licensed Software onto the Designated Equipment, either in the Aclara-provided server shipped to the Licensee or remotely installed in the Licensee-provided server, Aclara shall issue an invoice for the License Fee set forth on Attachment A. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*). No charge will be allowed for taxes from which the Licensee is exempt. The Licensee is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax, or the Service Use Tax. The Licensee is also exempt from Federal Excise and Transportation Tax. The Licensee will provide Aclara with evidence that it is tax exempt.
4. Restrictions on Use. Licensee's use of the Licensed Software and Documentation is restricted and limited as follows:
- A. Licensing Parameters. Licensee use of the Licensed Software is restricted to the Licensing Parameters. Use of the Licensed Software outside the Licensing Parameters is subject to the express written consent of Aclara and the payment of all required additional License Fees.
  - B. Aclara Technology System.
    - 1) Unless Licensee has a Multi-Utility license, Licensee's use of the Licensed Software and Documentation is restricted to Licensee's internal use solely in connection with Licensee's use of Licensee's Aclara Technology System. Licensee may not rent the Licensed Software or use the Licensed Software on a time share basis. This restriction is specifically applicable to any service or service bureau arrangement to which Licensee is, or may be, a party. Licensee shall not directly or indirectly, make the Licensed Software available to others.
    - 2) If Licensee has a Multi-Utility license it will be identified as such in Attachment A to this Agreement. Licensee's use of the Licensed Software and Documentation is restricted to (i) Licensee's internal use solely in connection with Licensee's use of Licensee's Aclara Technology System and to (ii) Licensee's use in providing meter reading services to its customer/utilities utilizing Licensee's Aclara Technology System. The customer/utilities to which the Licensee may provide such services are limited to those that shall be identified in Attachment A to Aclara Software License Agreement. It is the obligation of Licensee to update such list no less frequently than annually. Licensee may not rent the Licensed Software or use the Licensed Software on a time share basis.
  - C. Alteration. Licensee's use of the Licensed Software is limited in that Licensee is prohibited from altering, attempting to reverse engineer, attempting to decompile, or creating or attempting to create a derivative work from the Licensed Software.
  - D. Copies.

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- 1) Licensee's use of the Licensed Software is limited in that it may not copy the Licensed Software except for:
    - a. use in the Designated Equipment;
    - b. back-up purposes; and
    - c. archival purposes.
  - 2) All such copies shall include any copyright notices appearing in the Licensed Software.
  - 3) Licensee shall have the right to copy and to modify the Software Documentation to coordinate the Documentation with Licensee's own internal training and working procedures. Aclara shall have no liability or obligation to Licensee with respect to any such modified Documentation and any additional costs incurred by Aclara in the integration of maintenance changes caused by such modifications shall be reimbursed to Aclara by Licensee.
- E. **Compliance with Laws.** Licensee's use of the Licensed Software is limited in that it must use the Licensed Software and the Documentation in accordance with all applicable laws and regulations of the United States and the States, Country and localities in which the Licensed Software and Documentation is used.
- F. **Use on Designated Equipment.** Licensee's use of the Licensed Software is restricted to use on the Designated Equipment. Should Licensee desire to transfer the operation of the Licensed Software to a computer other than the Designated Equipment, Licensee shall notify Aclara upon such transfer. Such computer must meet the specifications of the Designated Equipment. Upon such notification, such computer shall become the Designated Equipment. Under no circumstances may the Licensed Software be used for production purposes on other than the Designated Equipment.
- G. **Temporary Use.** Without notice to Aclara, Licensee may temporarily transfer the operation of the Licensed Software to a back-up computer if the Designated Equipment is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model until the Designated Equipment is restored to operative status and processing of the data already entered into the back up computer is completed.
5. **Ownership of Licensed Software and Documentation.** Aclara is the owner of the Aclara Licensed Software and Documentation. The Third Party Licensed Software is owned by the third parties named on Attachment A. Upon the cessation of use of the Licensed Software by Licensee or upon the termination of this Software License Agreement as herein provided, Licensee shall promptly return to Aclara all copies of the Licensed Software and Documentation or destroy same and provide to Aclara a certificate of destruction in form and content satisfactory to Aclara and executed by an officer of Licensee.
6. **Warranties.** In connection with the Licensed Software and any services provided hereunder, Aclara makes the following warranties:
- A. **Software.** Aclara warrants, with respect to the software licensed under this Software License Agreement that:
- 1) With respect to Third Party Licensed Software:
    - a. Any applicable third Party license fees have been paid;
    - b. Licensee's use thereof shall be at no additional cost to Licensee;

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- c. Licensee's use thereof shall only be subject to the terms of this Software License Agreement.

**Aclara expressly disclaims any other warranties with respect to Third Party Licensed Software and shall have no warranty obligations with respect to such Software.**

- 2) With respect to Aclara Licensed Software and any updates or upgrades thereto provided to Licensee:
  - a. Aclara is the owner of the Aclara Licensed Software and has the right and authority to license the Aclara Licensed Software to Licensee;
  - b. Licensee's use of the Aclara Licensed Software shall only be subject to the terms of this Software License Agreement; and
  - c. The Aclara Licensed Software will operate substantially in accordance with the Documentation licensed by Aclara pursuant to the terms of this Software License Agreement.
- 3) In the event a breach of the foregoing warranties occurs prior to twelve months from installation of the Aclara Licensed Software, Aclara shall, at its sole cost and expense, perform such work as is necessary to promptly remedy the breach.

B. Services. With respect to Services to be performed by Aclara under this Software License Agreement, Aclara warrants that the Services shall be performed in a professional, competent and timely manner by Aclara Personnel appropriately qualified and trained to perform such Services. In the event of a breach of the foregoing warranty relating to Services occurs within twelve months from the date of the providing of such Services, Aclara shall, at its sole cost and expense, re-perform such Services.

C. Except as specifically set forth herein, no warranty under any provision of this Software License Agreement is made with respect to software items that have not been created or manufactured by Aclara, such being subject only to the warranties made by their respective creators or manufacturers. Aclara shall not be responsible or liable for unauthorized modifications, alterations, misapplications, or repairs made to the equipment and/or software by Licensee Personnel or persons other than Aclara Personnel, or for damage thereto caused by negligence, accidents or use by Licensee Personnel or persons other than Aclara Personnel in violation of any provision of this Software License Agreement.

**THE WARRANTIES SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**

**7. Term and Termination.**

A. The term of this Software License Agreement shall commence upon the installation of the Licensed Software in the Designated Equipment. Unless this Software License Agreement is terminated sooner as provided herein, this Software License Agreement shall remain in effect so long as Licensee continues to own and operate the Aclara Technology System and shall automatically and immediately terminate when that ceases to be the case for any reason. The Licensee's financial obligations under this Software License Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Aclara may terminate this Software License Agreement:

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- 1) For any material breach or default by Licensee upon notice in writing to Licensee, specifying the breach or default by Licensee, and Licensee's failure to cure such breach or default within 30 days from the date of its receipt of such notice;
- 2) Upon Licensee's ceasing to do business;
- 3) Upon the dissolution of Licensee;
- 4) Upon the filing of any petition for declaration of bankruptcy or insolvency by or against Licensee which is not withdrawn or dismissed within 30 days; or
- 5) Upon the appointment of a receiver for Licensee.

B. Licensee may terminate this Software License Agreement without cause at any time upon 30 days' notice in writing to Aclara. This Software License Agreement may additionally be terminated by the Licensee upon written notice to Aclara, 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:

- 1) If Aclara commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if Aclara 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 bankruptcy or insolvency;
- 2) If a petition is filed against Aclara 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 Aclara under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 3) If Aclara makes a general assignment for the benefit of creditors;
- 4) If a trustee, receiver, custodian or agent of Aclara is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Aclara 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 Aclara's creditors;
- 5) If Aclara admits in writing an inability to pay its debts generally as they become due.

8. Peripheral Programs. In order to make efficient use of the data generated by the Licensed Software, Licensee shall have the right to develop one or more Peripheral Programs. Aclara shall have no rights to or obligations with respect to Peripheral Programs.

9. Aclara Maintenance Agreement. Aclara offers a Maintenance Agreement to its Licensees. Aclara's standard agreement for the provision of those services is set forth on Attachment C. The cost of Maintenance Services will be based upon Aclara's standard charge then in effect, which charge will be dependent upon Licensing Parameters then in effect and level of service selected by Licensee.

10. Third-Party Beneficiaries. With respect to the owners or licensors of Third-Party Licensed Software, such owners or licensors are third party beneficiaries of this Software License Agreement.

11. Confidentiality. The Parties understand that they may exchange information which they deem to be confidential. To that end, they are executing a Non-disclosure Agreement, a copy of which is attached to this Agreement as Attachment C.

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12. Indemnity. Aclara shall defend, indemnify, save and hold harmless Licensee from and against any claims, losses, damages, fees, costs and expenses incurred by Licensee arising out of or in connection with a third party's claim of infringement or alleged infringement of any United States patent, copyright, trademark, trade or business secret, service mark or any other proprietary right based solely on the use or design of any the Aclara Licensed Software licensed hereunder and used by Licensee strictly in accordance with the terms of this Agreement provided that (a) in the case of Aclara Licensed Software, it is the latest released version of the Aclara Licensed Software; (b) Licensee promptly notifies Aclara in writing of such claims; (c) Licensee fully cooperates with Aclara in assisting in the defense or settlement of such claims; and (d) Aclara has the sole right to conduct the defense of such claim or to settle such claim. In addition, in the event any such Aclara Licensed Software licensed hereunder is held in such suit to be infringing or misappropriating or its use by Licensee is enjoined or limited in any manner, or Aclara believes that such holding or enjoining is likely, Aclara shall at its expense: (a) procure for Licensee the right to continue use of Aclara Licensed Software, or (b) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing. Notwithstanding the foregoing, Aclara shall not be liable for any claim based on the combination or use of the Aclara Licensed Software with any other software not supplied or authorized by Aclara, or any claim based on Licensee's possession or use of any altered version of Aclara Licensed Software unless such alteration has been performed or expressly authorized by Aclara.
13. **RESERVED**
14. Uniform Computer Information Transactions Act. The Uniform Computer Information Transactions Act (the "Act"), including any law that incorporates substantially all of the provisions of the Act, however titled, shall not apply to this Software License Agreement.
15. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.
16. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below. Notices so given shall be deemed received three business days from the date of deposit in the U. S. Mails.

If to Aclara:  
Aclara Technologies LLC  
Attn: Legal Department  
945 Hornet Drive  
St. Louis, MO 63042

If to Licensee:  
Village of Brookfield  
Attn: Keith R. Sbiral, AICP, Assistant Village Manager  
8820 Brookfield Avenue  
Brookfield, IL 60513

17. Injunctive Relief. Licensee agrees that notwithstanding anything contained herein to the contrary, in the event of a breach by either party of the terms of this Software License Agreement, or if either party has reasonable reason to believe that such a breach is imminent, either party shall have the unequivocal

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right to seek and obtain timely injunctive relief against Licensee in order to protect either party's rights in and to the Licensed Software and under this Software License Agreement.

18. Governing Law. This Software License Agreement shall be governed by the laws of the State of Illinois, United States of America. All actions brought to enforce the Software License Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.
19. Record Retention. Aclara shall maintain all books, records, documents, papers, accounting records, and other evidence pertaining to its costs incurred relating to the performance of the work under this Software License Agreement and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by Aclara and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission has been obtained. All books and records required to be maintained by Aclara and its subcontractor shall be available for review and audit by the Licensee. Aclara and its subcontractors shall cooperate fully with the Licensee (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Licensee to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure Aclara or its subcontractors to maintain the books, records, and supporting documents required by this section or the failure by Aclara or its subcontractors to provide full access to and copying of all relevant books and records within a time period which allows the Licensee to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Licensee for the recovery of any funds paid by the Licensee under this Software License Agreement for which adequate books and records are not available or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Aclara shall include the requirements of this section in all of its subcontracts. The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Software License Agreement.
20. No Commission; Conflict. Aclara warrants that it has not employed or retained any company or person, other than an employee working solely for Aclara, to secure this Software License Agreement and that it 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 Software License Agreement. For breach or violation of this warranty, the Licensee shall have the right to annul this Software License Agreement without liability or, in its discretion, to deduct from the Software License Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
21. Certification of Aclara:
  - A. Aclara certifies that Aclara, its members holding more than five percent (5%) of the outstanding shares of Aclara, its officers and directors are:
    - 1). Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
    - 2) 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);
    - 3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

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B. In addition, Aclara represents and warrants to the Licensee that:

- 1) Aclara is in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- 2) Aclara is in compliance with equal employment opportunities and that during the performance of the Agreement Aclara shall:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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 Aclara'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 Aclara in its efforts to comply with such Act and Rules and Regulations, Aclara will promptly so notify the Illinois Department of Human Rights; and the Licensee and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - e. 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.
  - f. 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.
  - g. 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



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- (2) Aclara's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (4) The penalties that may be imposed upon employees for drug violations.
  - c. Making it a requirement to give a copy of the statement required by subparagraph 21.B.5.a to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
  - d. Notifying the Licensee within ten (10) days after receiving notice under Subparagraph 21.B.5.a.(3)(ii) from any employee or otherwise receiving actual notice of such conviction.
  - e. 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.
  - f. 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.
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 6) No Licensee officer, spouse or dependent child of a Licensee officer, agent on behalf of any Licensee officer or trust in which a Licensee officer, the spouse or dependent child of a Licensee officer or a beneficiary is a holder of any interest in Aclara; or, if Aclara's stock is traded on a nationally recognized securities market, that no Licensee officer, spouse or dependent child of a Licensee officer, agent on behalf of any Licensee officer or trust in which a Licensee officer, the spouse or dependent child of a Licensee officer or a beneficiary is a holder of more than one percent (1%) of Aclara, but if any Licensee officer, spouse or dependent child of a Licensee officer, agent on behalf of any Licensee officer or trust in which a Licensee officer, the spouse or dependent child of a Licensee officer or a beneficiary is a holder of less than one percent (1%) of such Aclara, Aclara has disclosed to the Licensee in writing the name(s) of the holder of such interest.
- 7) No officer or employee of the Licensee has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Aclara in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances, Village of Brookfield, Illinois
- 8). Aclara has not given to any officer or employee of the Licensee any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances, Village of Brookfield, Illinois.
- 9) That Aclara is not delinquent in any obligation to the Illinois Department of Employment Security;

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10) That Aclara has not had a net loss of one hundred (100) or more employees in Illinois during the prior calendar year caused by relocation of one hundred (100) or more jobs from Illinois to a site located outside of the United States.

**IN WITNESS WHEREOF**, the Parties have executed this Software License Agreement as of the date last signed below.

**Aclara Technologies LLC by Esco Technologies, LLC, Member**

**Licensee: Village of Brookfield**

By: \_\_\_\_\_  
B. S. Kitterman., President

By: \_\_\_\_\_  
Kit P. Ketchmark, Village President

Attest: \_\_\_\_\_  
A.S. Barclay, Secretary

Attest: \_\_\_\_\_  
Catherine Colgrass-Edwards, Village Clerk

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

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

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**I. ACLARA SOFTWARE**

<u>Vendor-Supplier</u>	<u>Computer Equipment Description</u>	<u>Model Type</u>	<u>Qty Licensed</u>	<u>Parameter</u>	<u>Licensing Parameters Qty</u>
Aclara	STAR NCC Software	INTEL Processor NCC-SW-25K	1	Computer1	1
Aclara	STAR Programmer Software	Handheld Device/Laptop	104	Handheld Device and/or Laptop5	25,000 1 1

**II. THIRD PARTY SOFTWARE ---NOT INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT**

<u>Vendor-Supplier</u>	<u>Computer Equipment Description</u>	<u>Model Type</u>	<u>Qty Licensed</u>	<u>Parameter</u>	<u>Licensing Parameters Qty</u>
Microsoft	Windows Operating System (STAR Server)	INTEL	1	Not specified by Aclara	NA

Third party software, as specified above, is furnished and pre-loaded on the STAR NCC Server hardware at the time of purchase. Licensing of the software shall be directly with the identified vendor/supplier under the terms and conditions of the vendor's/supplier's applicable software license agreement.

**III. COMPONENTS INCLUDED IN THIS LICENSE AND ASSOCIATED FEES:**

<u>Item No.</u>	<u>Component Descriptions</u>	<u>One Time Fee</u>
III.A	STAR NCC Software (Paid in Full upon Deployment)	\$10,000.00
III.B	STAR Programmer Software (Tier 1, 1-10 units)	\$ 2,500.00

- 1 Software is licensed to be installed on one computer for regular use.
- 2 STAR Maximum Endpoint counts STAR MTUs. If the Licensee exceeds the parameter of maximum endpoints stated above, an additional charge per endpoint will be due from the Licensee.
- 3 This software is licensed to Licensee for use in Licensee's own utility business. Use of the Software to provide AMI-related services to other utilities/entities (i.e. "Multi-Utility") is strictly prohibited unless otherwise noted and provided for herein.
- 4 Ten (10) copies of STAR Handheld Programmer Software have been licensed under Tier 1.
- 5 Each licensed software copy is delivered for use on one Hand Held Programmer or Laptop.

**IV. INCREMENTAL LICENSE FEES ABOVE “MAXIMUM LICENSING PARAMETERS”:** <sup>1-3</sup>

Item No.      Parameter Descriptions

**One Time Fee Add-On**

IV.A      STAR NCC Software Endpoints

\$0.40 per Endpoint

IV.B.      STAR - Multi-utility license--Allows Licensee to read meters for one additional utility (Optional) <sup>3</sup> \$ Provided upon Request.

**V. ANNUAL MAINTENANCE FEES:**

Item No.      Level of Services Fees

V.A Base Level is 20% of cumulative one time License Fees <sup>6</sup>

V.B Premier Level is 30% of cumulative one time License Fees <sup>7</sup>

Maintenance Agreement annual Fees are a percentage of Cumulative License Fees based on Customer Selected Level of Services. Annual Maintenance Fees are provided for a term of 12 months and are automatically renewable for 12 month Renewal Periods, subject to an annual adjustment. Please see Aclara Maintenance Agreement for complete pricing, terms and conditions and details of Services Levels.

**VI. ADDITIONAL DATA EXPORT CUSTOMIZATION FORMAT:** <sup>9</sup>

Item No.      Additional Data Export Customization Fees

VI.A      STAR System. Aclara will provide a firm, fixed price quotation for any additional formats once data is made available. Maximum Not-to-Exceed amount is dependent upon Licensee's requirements.

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<sup>6</sup> The minimum STAR Maintenance Fee for Base Level is \$2,000.

<sup>7</sup> The minimum STAR Maintenance Fee for Premier Level is \$3,000.

<sup>8</sup> License Fees are the summation of all license fees in sections III and IV, including incremental fees for any additional Endpoints, but does not include fees, if any, for additional data export customization (section VI).

<sup>9</sup> LICENSE FEE includes one data export format to permit data to be imported into utility's billing system. Price will be based upon Customer's requirements when requesting additional export formats.

**EXHIBIT C-3**  
**MUTUAL NON-DISCLOSURE AGREEMENT BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS,**  
**AND ACLARA TECHNOLOGIES, LLC**

## MUTUAL NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into the last date executed by and between **Aclara Technologies LLC**, an Ohio Limited Liability Company having a place of business at 945 Hornet Drive, Hazelwood, Missouri 63042, hereafter referred to as "Aclara" and the **Village of Brookfield**, an Illinois Corporation having a place of business at 8820 Brookfield Avenue, Brookfield, IL 60513, hereinafter "the Village". Hereinafter Aclara and the Village may be referred to individually as "Party" or collectively as "Parties".

WHEREAS, Aclara is in the business of providing electric, gas and water utilities with well-defined, advanced, utility data management and communication systems; and

WHEREAS, the Village is in the business of providing residential and commercial water services; and

WHEREAS, Aclara and the Village desire to exchange information relating to the purpose as defined in Article 4.C., below, (such information hereinafter referred to as "Data"); and

WHEREAS, the Parties agree that certain Data that may be disclosed will be deemed to be Protected Information, which the Parties require to be protected from disclosure and unauthorized use as set forth herein; and

WHEREAS, the Parties desire to set forth the entire understanding and agreement relating to the nature, disclosure and use of the Protected Information.

NOW, THEREFORE, Aclara and the Village agree as follows:

1. Protected Information. Protected Information is Proprietary and Confidential Data, and/or Trade Secrets.
  - A. "Proprietary and Confidential Data" includes, without limitation, non-public information and/or private business information developed, collected or created by the Disclosing Party or at the Disclosing Party's expense or direction or non-public information and/or private business information developed, collected or created by a third party and lawfully in the possession of the Disclosing Party.
  - B. "Trade Secrets" are technical or non-technical data, formulae, patterns, compilations, client lists, business plans, programs, devices, methods, techniques, drawings, diagrams or processes, data, databases, software, specifications, in any form or format that (i) are not generally known in the trade or business of the Disclosing Party, (ii) have direct or indirect, tangible or intangible, actual or potential value, (iii) are not readily ascertainable from publicly available information; and (iv) are the subject of reasonable protection measures taken by the Disclosing Party. Trade Secrets also include such information belonging to a third party lawfully in the possession of the Disclosing Party.
2. Identification of Protected Information
  - A. All Data which the Parties disclose to one another shall be deemed to be Protected Information, protected under the terms of this Agreement, if, in the case of information disclosed in written or tangible form, such Data is marked with a legend or writing, stating that it is Company Private, Proprietary, or with a similar marking, and if, in the case of orally, visually, or electronically disclosed Data or Data disclosed in intangible form, such Data is orally identified at the time of initial disclosure as being Company Private, Proprietary or with a similar identification and followed within thirty (30) days by a written notice setting forth a brief description of the information and confirming the Proprietary classification. All such Data identified as described above shall hereinafter be referred to as "Protected Information".
  - B. For purposes of this Agreement, Protected Information shall include all copies, duplicates, and reproductions of the Protected Information, whether such copies, duplicates, or reproductions are produced by Disclosing Party and whether they are produced mechanically, electronically, or manually. Protected Information shall also include any documents, memos, notes, or other information created by the Receiving Party incorporating, in whole or in part, the disclosing Party's

Protected Information. All copies, duplicates and reproductions of Protected Information and such memos, notes or other information containing Protected Information shall be marked with the same restrictive legend contained on the original Protected Information.

3. Expiration of Protected Information Status.

- A. Proprietary and Confidential Data. With respect to the Proprietary and Confidential Data, the duties of the Receiving Party set forth in this Agreement shall continue for as long as the Protected Information remains non-public information, no matter how long this may be..
- B. Trade Secrets. With respect to Trade Secrets, the duties set forth in this Agreement shall continue for as long as the Protected Information remains a trade secret, no matter how long this may be.

4. Disclosure and Use of Protected Information. The Receiving Party will not, without the prior written consent of the Disclosing Party:

- A. disclose or reveal any of the Disclosing Party's Protected Information to any persons outside of its organization;
- B. but may, disclose or reveal any of the Disclosing Party's Protected Information only to those within its organization having a need to know for the purpose described in 4(c) below;
- C. use the Disclosing Party's Protected Information for any purpose other than evaluating whether to enter into a business relationship with the Receiving Party for use the disclosing Party's Protected Information for any purpose other than discussions related to the Aclara STAR system installed in the Village's services territory, and the performance of the Parties' respective obligations under any agreements entered into in connection therewith; and, if such a relationship is established, carrying out the intent of the relationship; or
- D. use the Disclosing Party's Protected Information for its own or any third party's independent economic gain.

Notwithstanding the foregoing, Receiving Party may disclose Protected Information if such information is required to be disclosed pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), or other legal, regulatory or judicial order or requirement provided the Receiving Party shall promptly give the Disclosing Party notice of such order or requirement so that Disclosing Party may seek reversal, rescission or modification of such order or requirement. If Disclosing Party is successful in having such order or requirement reversed, rescinded or modified prior to the Receiving Party's required compliance, no disclosure shall be made if the order or requirement is reversed or rescinded and, if such order or requirement is modified, disclosure shall be made only in accordance with such modified order or requirement. Any Protected Information disclosed by the Receiving Party pursuant to this paragraph shall, as between Disclosing Party and Receiving Party, remain subject to the duties and obligations with respect to Protected Information set forth in this

5. Exceptions. Protected Information will not be deemed to include information which,

- A. at the time of disclosure to the Receiving Party is generally available to the public or thereafter, without any fault of the Receiving Party, becomes generally available to the public by publication or otherwise, or which becomes general knowledge; or
- B. was lawfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party; or
- C. was independently made known without restriction to the Receiving Party by a third party having a *bona fide* right to disclose such information;
- D. was developed by the Receiving Party independently from the Protected Information disclosed to it by the Disclosing Party; or

E. is subject to disclosure under the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

6. No Warranty. Neither Party makes any representation or warranty respecting the completeness or accuracy of any Data disclosed to the other.
7. Charges. The Parties shall perform their respective obligations hereunder without charge to the other.
8. Relationship of Parties. Nothing in this Agreement shall grant to either Party the right to make commitments of any kind for or on behalf of the other Party. This Agreement shall not constitute a teaming agreement, joint venture or partnership between the Parties. Neither the execution of this Agreement nor the furnishing of any information hereunder shall be construed as granting to the Receiving Party, either expressly or by implication, any license under any invention or patent now or hereafter owned by or controlled by the Disclosing Party.
9. Notices. The individual within each company designated as the designated point for notices hereunder is:

For: Aclara Technologies LLC  
Address: 945 Hornet Drive  
Hazelwood, Mo 63042  
Attention: Legal Department  
Telephone: (314) 895-6400  
Fax: (314) 895-7373

For: Village of Brookfield  
Address: 8820 Brookfield Avenue  
Brookfield, IL 60513  
Attn: Keith R. Sbiral, AICP, Assistant Village Manager  
Telephone: (708) 485-1115  
E-mail: [Ksbiral@brookfieldil.gov](mailto:Ksbiral@brookfieldil.gov)

10. Governing Law. This Agreement and any disputes hereunder shall be interpreted according to the laws of the State of Illinois, USA without regard to its choice of law provisions.
11. Termination. This Agreement shall terminate upon 30 days prior written notice from either party. Termination shall not, however, affect the rights and obligations contained herein with respect to Protected Information furnished by one Party to another Party prior to termination.
12. Return of Protected Information. Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party the Protected Information of the Disclosing Party and shall destroy all documents, memos, notes or other information created by the Receiving Party incorporating the Disclosing Party's Protected Information and confirm such return and destruction in writing.
13. Complete Agreement Modification. This Agreement contains the entire understanding between the parties relative to the protection and use of Protected Information described here and supersedes all prior and collateral agreements and understandings between the Parties with respect to such Protected Information. No change, modification, alteration or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of each Party. This Agreement shall apply in lieu of and notwithstanding any specific legend or statement associated with any particular information or data, and the duties of the Parties shall be determined exclusively by the aforementioned terms and conditions.
14. Injunctive Relief. A breach by a Receiving Party of any of the covenants of this Agreement will cause the Disclosing Party to suffer loss which will not be adequately compensated for by damages, and in addition to damages in respect of any breach of this Agreement, the Disclosing Party shall be entitled to seek equitable remedies (including, without limitation, injunctive relief) in case of a breach or to prevent a breach of this Agreement.
14. Publicity. Other than disclosures required to comply with the Open Meetings Act (5 ILCS 120/1 *et seq.*), neither Party shall make news releases, public announcements, advertisements, or publicity, whatsoever, pertaining to this Agreement without the prior written approval of the other Party. Provided, however, nothing contained herein shall prevent or restrict in any way the ability of either Party from making such

disclosures as it deems appropriate to satisfy its legal disclosure obligations.

15. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that either Party may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of either Party if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which either Party is merged if the surviving entity is an Affiliate, or to an entity that acquires that portion of either Party's business related to the purpose of this Agreement as set forth in Section 4C, in each such case without prior approval of the other Party. In any such event, the assigning Party shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls a Party or which either Party owns or controls directly or indirectly, or is under common control directly or indirectly with either Party through a common parent company or unit of government.
16. Third Party Beneficiary. Any third party whose Protected Information is disclosed by the Disclosing Party is a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate, by their duly authorized representatives, as of the day and year last written below. The Parties intend for any facsimile or electronic signatures to be fully binding on the parties.

**Aclara Technologies LLC by Esco Technologies, LLC, Member**

**Village of Brookfield**

By: \_\_\_\_\_  
B. S. Kitterman., President

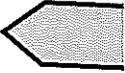
By: \_\_\_\_\_  
Kit P. Ketchmark, Village President

Attest: \_\_\_\_\_  
A.S. Barclay, Secretary

Attest: \_\_\_\_\_  
Catherine Colgrass-Edwards, Village Clerk

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

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



**EXHIBIT "D"**  
**CONTRACT BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS, AND MIDWEST METER, INC.**  
**FOR THE UPGRADE OF THE STAR DATA COLLECTION UNIT NETWORK**

## CONTRACT

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between the Village of Brookfield, the "Village," and Midwest Meter, Inc., the "Contractor," for the Village of Brookfield Upgrade of the STAR Data Collection Unit Network.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the Village to be paid to the Contractor, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the Work described in Section 2 below.
2. **Contract Sum.** The Village shall pay the Contractor for the performance of the work, at the prices set forth below:

Quantity	Description	Unit Price	TOTAL
<b>Aclara Products and Services</b>			
1	DCU Upgrade: Includes prop study, (4) DCU Collectors, Software Integration, Acceptance Testing	\$14,750.00	\$14,750.00
4	DCU II Installation*	\$1,250.00	\$5,000.00
1	Star Programmer Software ( Up to 10 licenses)	\$3,200.00	\$3,200.00
1	FCC Application (second frequency for two-way operation)	\$400.00	\$400.00
1	Services- Project Management- Testing	\$14,575.00	\$14,575.00
1	2 Day Onsite Training	\$5,500.00	\$5,500.00
<b>Aclara Handheld Programmers and MTUs</b>			
2	CN70e Handheld (100-1940) w/USB Snap on Adapter (100-1941 ); USB Host Cable (100-1943), Medallion Bronze Maintenance (100-1956); USB Field Programmer Kit (510-6920), Docking Station (510-1216-SK); STAR Programmer Software (Tier 1 - 504-5001)** Camera/Scanner	\$6,775.00	\$13,550.00
<b>Series 3000 Two-Way MTUs</b>			
28	Water MTU, Pulse, Extended Range, Single Port (3321-012-RBW)	\$120.00	\$3,360.00
28	Water MTU, Pulse, Extended Range, Single Port (3321-012-RBW)	\$140.00	\$3,920.00
	*DCU installation does not include the use or rental of a "bucket truck" for collector mounting.		
	**Software maintenance based on list price and will be included as an option in Brookfield's STAR annual maintenance agreement.		
<b>Total Contract Sum</b>			<b>\$64,255.00</b>

3. **Contract Time.** The Work will commence upon the execution of the Contract by the Village and the Contractor. The Contractor shall complete the Work within one hundred (100) calendar days of the commencement of the work unless an extension of time is granted in accordance with the Specifications.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the Village a written Application for Payment showing the value of Work (on a percentage basis) completed. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Village to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the Village, the Village will within thirty (30) days submit to the Village board of trustees a final estimate of payment. Within thirty (30) days after approval by the Village board of trustees of the final estimate of payment, payment will be issued to the Contractor.

6. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason. The Village reserves the right, by written notice to the Contractor, to assign this Contract to the Village's construction manager.

7. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Mr. Riccardo F. Ginex, Village Manager

b. If to Contractor:  
Midwest Meter, Inc.  
P.O. Box 318  
Edinburg, IL 62531  
Attn: Donald L. Luttrell, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract 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.

8. **Entire Contract.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) \_\_\_\_\_
- (b) Contractor's Certification
- (c) Contract
- (d) General Conditions
- (e) Special Provisions

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

9. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract, the Contractor conclusively assures and warrants to the Village that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Village will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

10. **Termination for Funding.** This Agreement shall become effective only after an appropriation therefor has been made. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Contractor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

Village: Village of Brookfield

Contractor: Midwest Meter, Inc.

By: \_\_\_\_\_  
Kit P. Ketchmark, Village President

By \_\_\_\_\_  
Donald L. Lutrell, President

Attest:

Attest:

By: \_\_\_\_\_  
Catherine Colgrass-Edwards, Village Clerk

By: \_\_\_\_\_  
David M. Lutrell, Secretary

**VILLAGE OF BROOKFIELD**  
**COOK COUNTY, ILLINOIS**  
**GENERAL CONDITIONS AND SPECIAL PROVISIONS**  
**FOR THE**  
**CONTRACT FOR THE UPGRADE OF THE STAR DATA COLLECTION UNIT NETWORK**

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**VILLAGE OF BROOKFIELD**  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
(708) 485-7344

## GENERAL CONDITIONS

The following General Conditions govern performance of the work. In case of conflict with any part, or parts, of said General Conditions, the Special Provisions hereinafter set forth shall take precedence and shall govern.

### SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

#### SECTION 101. DEFINITION OF TERMS

Wherever in these General Conditions or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**101.01 Abbreviations.** Wherever the following abbreviations are used in these General Conditions or on the plans, they are to be construed the same as the respective expressions represented:

AWWA	American Water Works Association
ASTM	American Society for Testing and Materials
IEPA	Illinois Environmental Protection Agency
ISO	Insurance Services Organization
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories
USASI	United States of America Standards Institute

**101.02 Calendar Day.** Every day shown on the calendar.

**101.03 Cataclysmic Event.** An occurrence caused exclusively by any of the irresistible forces of nature that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action, and must not be preventable or capable substantial limitation in its impact by application of human care, skill or foresight. Cataclysmic events include earthquakes, floods, flash floods of surface water caused by heavy rains and runoff water, tornadoes or other cataclysmic phenomena of nature. A flood, defined as water elevation in excess of the channel capability of a river, stream or other body of water, is not a cataclysmic event unless the flood water elevation exceeds the 100-year flood elevation as defined in the contract.

**101.04 Contract.** The written Agreement between the Village and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the proposal, contract form and contract bond, General Conditions, Special Provisions, general and detailed plans, and any Agreements required to complete the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

**101.5 Contract Bond.** The approved form of security furnished by the Contractor and its surety as a guaranty that the Contractor will execute the work according to the terms of the contract.

**101.6 Contract Time.** The number of calendar days allowed for completion of the contract, including authorized time extensions. When a calendar date of completion is shown in the proposal, the contract shall be completed on or before that date.

**101.7 Contractor.** The individual, firm, partnership, joint venture, or corporation contracting with the Village for performance of prescribed work.

**101.8 Equipment.** All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

**101.9 Extra Work.** An item of work not provided for in the contract as awarded but found essential and germane to the satisfactory completion of the contract within its intended scope as determined by the Village Manager.

**101.10 Materials.** Any substances specified for use in the construction of the project and its appurtenances.

**101.11 Special Provisions.** Additions and revisions to the General Conditions covering conditions peculiar to an individual contract.

**101.12 Specifications.** The body of directions, provisions, and requirements contained herein, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing and paying for the work, the quantities, and the quality of materials to be furnished under the contract.

**101.13 Subcontractor.** An individual, firm, partnership, or corporation who, with the written consent of the Village Manager, assumes obligation for performing specified work.

**101.14 Surety.** The corporation, partnership, or individual, other than the Contractor, executing the Contract Bond.

**101.15 Village.** The Village of Brookfield.

**101.16 Village Manager.** The Village of Brookfield Village Manager.

**101.17 Work.** Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the contract. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered or removed, as detailed in the contract. The Village Manager will have exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the contract.

## **SECTION 102. CONTRACT REQUIREMENTS**

**102.01 Familiarity with Contract Requirements.** Prior to execution of the contract, the Contractor:

- (a) Shall carefully examine the provisions of the contract, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and become fully acquainted with the detailed requirements of the construction;
- (b) Conclusively assures and warrants to the Village that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the work;
- (c) Agrees to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the contract requirements; and
- (d) Shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations or gain an understanding of the contract requirements.

**102.02 Certifications.** The executed contract shall be accompanied by a Contractor's Certification in the form provided by the Village. The Contractor shall certify the following:

- (a) **Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is not, and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
- (b) **Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- (c) **Drug-free Workplace.** The Contractor shall certify that it will provide 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 Contractor'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 contract, the employee will:
      - 1. Abide by the terms of the statement; and

2. 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 Contractor'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 102(c)(1) to each employee engaged in the performance of the contract 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 102(c)(1)(c)2 from an 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.

(d) **Educational Loan.** The Contractor shall certify that, if it is an individual, it is; if it is a partnership, its general partners are; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

(e) **Human Rights Number.** The Contractor shall certify that at the time the Contractor submitted a bid on this contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

(f) **Prohibited Interest in Contract.** The Contractor shall certify that:

- (1) No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor, or

(2) If the Contractor's stock is traded on a nationally recognized securities market, no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

(g) **Gift Ban.**

(1) The Contractor shall certify that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances, Village of Brookfield, Illinois; and

(2) The Contractor shall certify that the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances, Village of Brookfield, Illinois.

(h) **Substance Abuse.** The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(i) **Patriot Act.** The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

**102.03 Contract Bond. RESERVED**

**SECTION 103. RESERVED**

## **SECTION 104. SCOPE OF WORK**

**104.01 Intent of the Contract.** The intent of the contract is to prescribe a complete outline of work that the Contractor undertakes to do in full compliance with the plans and specifications. The Contractor shall perform all work and such additional, extra, and incidental construction as may be necessary to complete the work. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of work. The quantities appearing in the schedule of prices are estimates prepared for the establishment of pay item prices.

Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased or omitted as herein provided. Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Village Manager and receipt of written authorization as provided herein.

**104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work.** The Village reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work and the performance of extra work to complete the project satisfactorily. Such changes in quantities, alterations and extra work shall not invalidate the contract nor release the surety; and the Contractor agrees to perform the work as altered. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Village Manager may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent (10%) of the total original contract amount, is increased in excess of 125 percent (125%) or decreased below 75 percent (75%) of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Village Manager before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. The Contractor shall accept payment for alterations that result in an increase or decrease in the quantities of work to be performed according to the following:

- (a) All increases in work of the type that appear in the contract as pay items accompanied by unit prices shall be paid for at the contract unit prices. Decreases in quantities included in the contract shall be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- (b) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.

(c) In cases where the Village cancels or alters any portion of the contract items, items which are partially completed shall be paid for as specified in Article 109.05.

Claims for extra work that have not been authorized in writing by the Village Manager will be rejected.

**104.03 Differing Site Conditions.** During the progress of the work, if latent physical conditions are encountered at the site of the work differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor shall promptly notify the Village Manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Village Manager will investigate the conditions, and if he/she determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Village Manager will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No contract adjustment will be allowed for any effects caused on unchanged work. Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made according to the Provisions of Article 104.02. Any adjustment in contract time because of such change or changes will be made according to the provisions of Article 108.10.

**104.04 Final Clean Up.** Before leaving the site of any work, all areas disturbed or occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials and equipment; and all parts of the work shall be left in a neat and presentable condition. The Contractor shall clean off all smudges, streaks or drippings, paint smears or drippings, rust stains, oil, grease, dust, dirt, and other foreign materials deposited or accumulated on or in any structure due to the Contractor's operations.

## **SECTION 105. CONTROL OF WORK**

**105.01 Authority of Village Manager.** All work of the contract shall be completed to the satisfaction of the Village Manager. The decision of the Village Manager shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and work; the manner of performance; acceptable rates of progress on the work; the interpretation of the contract and specifications; the fulfillment of the contract; the measurement of quantities and payment under the contract; and the determination of the existence of changed or differing site conditions.

The Village Manager will notify the Contractor in writing if the work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the contract or failure to carry out orders of the Village Manager. The work may also be suspended at the Contractor's risk for such periods, as the Village Manager may deem necessary, due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest.

The contract does not require the Village Manager to provide the Contractor with direction or advice on how to do the work. If the Village Manager approves or recommends any method or manner for doing the work, the approval or recommendation shall not guarantee that following the method or manner will

result in compliance with the contract, relieve the Contractor of the risks and obligations of the contract, or create liability for the Village.

In case of failure on the part of the Contractor to execute work ordered by the Village Manager, the Village Manager may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract.

Authority to authorize work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order of the Village Manager. Authority to increase the amount payable to the Contractor in all other instances or to extend the Contract Time may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the Village Board of Trustees.

**105.02 Conformity with Contract.** All work performed and all materials furnished shall be in conformity with the contract. All work or material that does not conform to the requirements of the contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be removed and replaced or otherwise corrected in an acceptable manner by and at the expense of the Contractor.

The Village reserves the right to accept work produced by the Contractor if the Village Manager finds the noncompliant materials, the finished product in which the noncompliant materials are used, or the nonconforming work are in close conformity with the contract. In this event, the Village Manager shall document the basis of acceptance by contract modification that may provide for an appropriate adjustment in the contract price for such work or materials, as the Village Manager deems necessary, to conform to the determination. The determination of the Village will be based on the best engineering judgment of the Village Manager and shall be final and binding. Work done contrary to instructions given by the Village Manager or any extra work done without written approval given by the Village Manager will be considered unacceptable and will not be paid for under the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the contract of remedies for the use of unacceptable materials or for unacceptable work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the Village Manager made under the provisions of this Article, the Village Manager will have authority to cause the unacceptable work to be corrected, removed or replaced, and to deduct the cost from any monies due or to become due the Contractor.

**105.03 Cooperation by Contractor.** The Contractor shall give the work constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village Manager, appointed inspectors and other contractors in every way possible. The Contractor shall have on the work at all times, as the Contractor's agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Village Manager or authorized representatives.

#### **105.04 Reserved.**

**105.06 Inspection of Work.** All materials and each part or detail of the work shall be subject at all times to inspection by the Village Manager. Such inspection may include any material furnished under the General Conditions and Special Provisions. The Village Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Village Manager requests, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the General Conditions and Special Provisions. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense.

**105.07 Final Completion.** Upon due notice from the Contractor of completion of the entire project, the Village Manager will make an investigation to determine if the work is complete. If all construction provided for and contemplated by the contract is found satisfactorily completed according to all of the requirements of the contract, the Village Manager will notify the Contractor in writing, that the work has been found to be complete.

If the inspection discloses any work, in whole or in part as being unsatisfactory, the Village Manager will give the Contractor the necessary instructions for correction of same; and the Contractor shall immediately comply with such instructions. Upon correction of the work, another investigation will be made. Provided the work has been satisfactorily completed, the Village Manager will notify the Contractor, in writing, that the work has been found to be complete.

### **SECTION 106. CONTROL OF MATERIALS**

**106.01 Source of Supply and Quality Requirements.** The materials used on the work shall be supplied from the source specified in the General Conditions and Special Provisions and meet all quality requirements of the contract. All materials to be permanently incorporated in the work shall be new unless otherwise specifically prescribed in the contract documents.

**106.02 Unacceptable Materials.** All materials not conforming to the requirements of the contract at the time they are used shall be considered as unacceptable, and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Village Manager. If in place, they shall be removed by the Contractor at its expense and replaced with acceptable materials. No rejected material, the defects of which have been corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any order of the Village Manager pursuant to the provisions of this Article, the Village Manager shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

### **SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**107.01 Laws to be Observed.** The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work;

and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the Village and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

**107.02 Sexual Harassment Policy.** The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

**107.03 Eligibility for Employment in the United States.** The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

**107.04 Civil Rights.** The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

**107.05 Foreign Corporation.** Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

**107.06 Confidentiality of Information.** Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

**107.07 Worker's Compensation Insurance.** Prior to the approval of its contract by the Village, the Contractor shall furnish to the Village certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted according to the General Conditions and Special Provisions; and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the work by the Village, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the contract.

**107.08 Selection of Labor.** The Contractor shall comply with all Illinois statutes pertaining to the selection of labor, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

- (a) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United State Bureau of Labor Statistics in its monthly publication of employment and

unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(b) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Village Manager. The Contractor may place no more than three (3) of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during periods of excessive unemployment.

3. This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

**107.09 Employment Preference.** The Contractor shall comply with the "Veterans Preference Act" as amended.

**107.10 Equal Employment Opportunity.** During the performance of this Contract, the Contractor shall:

(a) 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.

(b) If it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability 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.

(c) 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.

(d) 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 Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) 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.

(f) 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.

(g) Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed so that such or provisions of this contract will be binding upon such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify the Village and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 107.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the Village, and the Contract may be cancelled 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.

**107.11 Non-Segregated Facilities.** The Contractor shall 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 subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias 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. The Contractor shall (except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

**107.12 Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

**107.13 Patented Devices, Material, and Processes.** If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the Village indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the work. It shall be the duty of the Contractor, if so demanded by the Village, to furnish said Village with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Village may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the Village from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be

performed under the contract, and shall indemnify the Village for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

**107.14 Public Convenience and Safety.** The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No work shall be performed during any legal holiday period, except with the written permission of the Village Manager. The legal holidays will include:

New Year's Day  
Easter  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**107.15 Protection and Restoration of Property.** If private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the Village Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property, such as floors, walls, ceilings and foundations of buildings contiguous to the work, for which the contract does not provide for removal or specify precautions.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the General Conditions and Special Provisions complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Village and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

**107.16 Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the Village for the payment thereof, may be retained by the Village for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's surety shall remain liable for any payment therefor until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Village, its employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

**107.17 Insurance.** The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Worker's Compensation and Employer's Liability.

(1) Worker's compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employer's Liability.

- a. Each Accident \$1,000,000
- b. Disease-policy limit \$1,000,000
- c. Disease-each employee \$1,000,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- (1) General Aggregate Limit \$2,000,000
- (2) Products-Completed Operations Aggregate Limit \$2,000,000
- (3) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Village, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Village may accept a separate owner's protective liability policy in lieu of the Village, its officers, and employees' being insureds on the Contractor's policies.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage  
Liability Limit: \$1,000,000 - Each occurrence

Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection.

Termination or refusal to renew shall not be made without 30 days' prior written notice to the Village by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the contract.

**107.18 Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

(b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.

**107.19 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 (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**107.20 Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

**107.20.1 General Liability and Automobile Liability Coverages.**

(a) The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

(b) The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

(d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor'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.

(e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.

(f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

**107.20.2 Worker's Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

**107.21 Verification of Coverage.** The Contractor shall, prior to the Village's executing the contract, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required

by this clause. The certificates and endorsements for each 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 Village and are to be received and approved by the Village before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Village with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

**107.22 Subcontractors.** The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**107.23 Assumption of Liability.** The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

**107.24 Contractor Safety Responsibility.** Nothing in this contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the work conducted by the Village, and the officers and employees of the Village, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the contract. Additionally, the Contractor guarantees to the Village a safe workplace shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The Contractor agrees to require this workplace safety guarantee of all subcontractors according to Article 108.01, and expressly to require the Village to be a third party beneficiary of each guarantee.

**107.25 Contractor's Responsibility for Work.** Except as otherwise provided in this Article, all work of the contract, including work added to the contract, shall be under the charge and care of the Contractor. The Contractor shall protect and maintain the work as completed by the Contractor. The Contractor shall assume the sole responsibility for risk of loss to the work from or by any cause whatsoever, without regard to its state of completion. The Contractor shall rebuild, repair, restore, replace and make good all lost, destroyed or damaged work to the condition required by the contract and shall bear all the expense and costs to do so except when the Village Manager determines the loss, destruction or damage to the work to be caused by a cataclysmic event, an act of the public enemy or an act of a governmental authority. This exception shall not apply should the Village Manager determine that the loss, destruction or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices while conducting the work. The Contractor and Village

understand and agree that the definition of what constitutes a cataclysmic event cannot be written with precision, and that application of this exception can be the subject of dispute. Therefore, the Contractor and Village agree that the Village Manager shall determine the occurrence of a cataclysmic event, the eligibility for reimbursement, and the expenses and costs to be reimbursed in accordance with this exception to the Contractor's responsibility for the work. All determinations of the Village Manager shall be final. The Contractor shall have no entitlement to reimbursement, under this or any other article or provision of the contract, for any or all expenses or costs in the absence of the affirmative determination by the Village Manager as to coverage by this exception and the amounts eligible for reimbursement; and the Contractor agrees that the application or denial of the application of this exception shall not be cause for action in the Circuit Court of Cook County and hereby waives the same.

**107.26 Personal Liability of Public Officials.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to the Village Manager thereby, there shall be no personal liability upon the Village Manager or authorized representative, it being understood in such matters they act as agents and representatives of the Village. By entering into this contract with the Village, the Contractor covenants and agrees it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the Village for any action or omission done or not done in the course of their administration of this contract. The Contractor agrees to pay all attorneys' fees and all costs incurred by the Village, its officers, and employees on account of action or suit in violation of this Article.

**107.27 No Waiver of Legal Rights.** The Village shall not be precluded or stopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor; or from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; or the work or materials do not in fact conform to the contract. The Village shall not be precluded or estopped, by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. A waiver on the part of the Village of any right under the contract or of a breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the contract.

**107.28 Work Time Restrictions.** The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday or between the hours of 10:00 a.m. and 6:00 p.m. on Sundays is prohibited, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Village Manager, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the Village Manager should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application's being made at the time the permit for the work is awarded or during the progress of the work.

**107.29 Dust Control.** The Contractor shall be responsible for controlling the dust and air-borne dirt generated by its construction activities. The Contractor shall implement dust-control procedures if conditions or concerns for health and safety to the public using the facilities warrant. When

circumstances warrant, the Contractor shall develop specific types of control techniques appropriate to that specific situation. The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

**107.30 Substance Abuse Prevention.** In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor shall be a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or shall have in place and shall enforce a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

**107.31 Public Works Employment Discrimination Act.** The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The Contractor, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this article.

## **SECTION 108. PROSECUTION AND PROGRESS**

**108.01 Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Village Manager. The Contractor will be permitted to sublet a portion thereof but shall perform with the Contractor's own organization work amounting to not less than 50 percent of the total contract cost, and with materials purchased or produced by the Contractor. The Village Manager may request the Contractor provide proof the proposed subcontractor has the experience, ability, and equipment the work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor or surety of liability under the contract and bonds. All transactions of the Village Manager shall be with the Contractor. The Contractor shall have a representative on the job at all times when either contract or subcontract work is being performed. All requests to subcontract shall contain a certification the subcontract agreement exists in writing and physically contains the required Equal Employment Opportunity provisions and labor compliance provisions, including the contract minimum wage requirements. The Contractor shall permit Village representatives to examine the subcontract agreements upon notice. The Village Manager may order the Contractor to remove a subcontractor who does not perform satisfactory work. The Contractor shall comply at once and shall not employ the subcontractor for any further work under this contract. All subcontractors shall be licensed with the Village as a condition for approval to perform work on the contract.

**108.02 Progress Schedule.** After the award of the contract and prior to starting work, the Contractor shall submit to the Village Manager a satisfactory progress schedule or critical path schedule that shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work before the completion date specified in the contract. This schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is

controlling. The Contractor shall confer with the Village Manager at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule. When the contract provides a specified number of working days and at any time the number of working days charged exceeds the proposed working days shown on the approved schedule by ten working days, the Village Manager will select the controlling item of work for the purpose of charging working days. When the contract specifies a completion date and at any time the actual progress is 14 calendar days behind the proposed progress shown on the approved schedule, the Village Manager will select the controlling item of work for the purpose of checking the progress of the work. The Village Manager will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or critical path schedule. No payment under this contract will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

**108.03 Prosecution of the Work.** The Contractor shall begin the work to be performed under the contract not later than ten days after the execution of the contract by the Village, unless otherwise provided in the contract. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the contract. The Contractor shall notify the Village Manager at least 24 hours in advance of either discontinuing or resuming operations.

**108.04 Completion Date.** The Contractor shall complete all work subject to the date on or before the specified completion date.

**108.05 Labor, Methods, and Equipment.** The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the work to full completion in the manner and time required by the contract. All workers shall have sufficient skills and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Village Manager, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Village Manager, be removed at once by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Village Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Village Manager may suspend the work by written notice until such orders are complied with.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that can be demonstrated to the Village Manager as satisfactory to accomplish the contract work in conformity with the requirements of the contract. When the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Village Manager. If the Contractor desires to use a method or type of equipment other than specified in the contract, it may request authority from the Village Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the

condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Village Manager determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality or take such other corrective action as the Village Manager may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

**108.06 Overtime Work.** Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Village Manager's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) a.m. and six o'clock (6:00) p.m., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) a.m. and after the hour of six o'clock (6:00) p.m.

**108.07 Steel Procurement.** The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Village certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Village's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Village's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

**108.08 Wages of Employees on Public Works.** All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. (*See Exhibit F*). The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the Village shall apply to this contract; and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. (*See Exhibit G*). The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor, which avers that:

- (i) Such records are true and accurate;

(ii) The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

(iii) The contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Department of Labor.

**108.09 Suspension of Work.** The Village Manager shall have authority to suspend the work whole or in part, when conditions at the site of the work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the work, and when the Contractor does not comply with the contract or orders of the Village Manager. Orders to suspend or resume work shall be complied with immediately. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all materials in such manner that they will not obstruct or impede the occupants of any building unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the work performed. The Contractor shall not suspend work without written authority from the Village Manager.

The period of suspension shall not count against the time of performance established in the contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article 108.08. Except as provided hereinbelow for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this Article.

If the performance of all or any portion of the work is suspended or delayed by the Village Manager in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Village Manager in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work.

The request shall set forth the reasons and support for such adjustment. Upon receipt, the Village Manager will evaluate the Contractor's request. If the Village Manager agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the contract has increased as a result of such suspension, the Village Manager will make an adjustment (excluding profit) and modify the contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The Village Manager will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of this contract.

## 108.10 Determination and Extension of Contract Time.

(a) Time is of the essence, and completion of the work by the completion date is an essential part of the contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. In the event of delay in the work beyond the reasonable control of the Contractor resulting from:

1. Conduct or lack of conduct by the Village or its consultants, representatives, officers, agents or employees; or delay by the Village in making the site available, or in furnishing any items required to be furnished to the Contractor by the Village;
2. War, national conflicts, terrorist acts or priorities arising therefrom including restrictions of the ability to procure critical materials;
3. Fires;
4. Epidemics;
5. Strikes or other labor disruptions extending in duration more than five calendar days;
6. Material delivery;
7. Cataclysmic events,

and for no other cause or causes, the Contractor shall be entitled to a reasonable extension of time only by the amount of time the Contractor is actually delayed thereby in the performance of the work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of time unless the Contractor notifies the Village in writing within seven (7) calendar days of the commencement of each such delay requesting an adjustment; and failure of the Contractor to request an adjustment in conformity with this article shall be deemed a waiver of the same. Interim completion dates incorporated into a contract subject to a final completion date, and completion date plus working days contracts shall be governed by these provisions.

The Contractor recognizes it is imperative that the work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved. The Village Manager will consider how timely the Contractor prosecuted the work up to the point of the delay according to the progress schedule approved according to Article 108.02 when considering the request. No extension of time shall be granted unless the delay in completion of the work was caused specifically by a delay in a portion of the work that was on the critical path of the progress schedule, and that was otherwise on schedule. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion.

(b) Extensions of time granted for reasons or events beyond the reasonable control of the Village shall be the exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the contract.

**108.11 Failure to Complete the Work on Time.** Time is of the essence to the contract. Should the Contractor fail to complete the work on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of One Hundred Dollars (\$100.00) per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance.

The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

**108.12 Default on Contract.** If the Contractor fails to begin the work under contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the completion of said work within the specified time, or shall perform the work unsuitably, as determined by the Village Manager, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in a manner approved by the Village Manager or otherwise fails to conform to the terms of the contract, the Village Manager shall give notice in writing to the Contractor and the Contractor's surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required the Village shall, upon written certificate from the Village Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the surety to complete the work according to the terms of the contract, or it may take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said contract in an acceptable manner. When the Village calls upon the Surety to complete the work, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work under the contract and employ by contract or otherwise any person or persons satisfactory to the Village to finish the work without termination of the contract. Such employment shall not relieve the Surety of its obligations under the contract and the bond. Payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim. The Contractor shall bear any extra expenses

incurred by the Village in completing the work, including all increased cost for completing the work, and all damages sustained, or which may be sustained, by the Village by reason of such breach refusal, neglect, failure, or discontinuance of work by the Contractor. After all the work contemplated by the contract has been completed, the Village Manager will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the Village to the Surety or the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the Village and shall pay the difference to the Village on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 108.14.

**108.13 Termination of the Contractor's Responsibility.** Whenever the improvements called for by the contract have been completely performed on the part of the Contractor and all parts of the work have been approved by the Village Manager and accepted by the Village according to the contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of work including, but not limited to, Articles 107.16, 107.17, 107.26 and 107.27.

**108.14 Termination for Public Convenience.** The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village's or Contractor's control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When the contract, or any portion thereof, is definitely terminated or cancelled, and the Contractor released before all items of work included in its contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified in Article 109.06 for partially completed items, and no claims for loss of anticipated profits shall be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor. Acceptable materials obtained by the Contractor for the work that have been inspected, tested and accepted by the Village Manager and that are not incorporated in the work may, at the option of the Village Manager, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Village Manager. Termination of a contract, as stated above, will not relieve the Contractor or its surety of the responsibility of replacing defective work as required by the contract.

## **SECTION 109. MEASUREMENT AND PAYMENT**

**109.01 Measurement of Quantities.** All work completed under the contract will be measured by the Village Manager.

**109.02 Taxes.** The Village is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

**109.03 Scope of Payment.** The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Village; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications. The payment of any current estimate prior to final acceptance of the work by the Village shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work. The Village Manager shall be the sole judge of such defects, imperfections or damage, and the Contractor shall be liable to the Village for failure to correct the same as provided herein.

**109.03 Increased or Decreased Quantities.** Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal, except as otherwise provided in Article 104.02, or in the detailed specifications for each class of work. Should any pay items contained in the proposal be found unnecessary for the proper completion of the work, the Village Manager may, upon written order to the Contractor, eliminate such pay items from the contract; and such action shall in no way invalidate the contract. When a Contractor is notified of the elimination of pay items, the Contractor will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notification.

**109.04 Payment for Extra Work.** Extra work which results from any of the changes as specified in Article 104.02 shall not be started until authorization from the Village Manager is received, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for at either a lump sum price or agreed unit prices, or on a force account basis.

(a) **Lump Sum Price or Agreed Unit Prices.** When extra work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the Village Manager.

(b) **Force Account Basis.** When extra work is to be paid for by force account, the basis for the force account shall be as hereinafter specified.

(1) **Labor.** For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said labor and foremen are actually engaged in such work to which cost fifteen percent

(15%) will be added. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

2) Bond, Insurance, and Tax. For property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance and tax.

(3) Materials. For materials accepted by the Village Manager and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added.

(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Village Manager, the Contractor shall be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" as issued by the Village. The equipment should be of a type and size reasonably required to complete the extra work.

(5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(6) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Village Manager with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows:

- a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Village Manager.
- b. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.

e. Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(7) Work Performed by an Approved Subcontractor. When extra work is performed by an approved Subcontractor, the Contractor shall receive as administrative costs an amount equal to five percent (5%) of the total approved costs of such work.

(8) All statements of the cost of force account work shall be furnished to the Village Manager not later than sixty (60) days after the date of final inspection according to Article 105.07. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Village is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

**109.05 Payment for Items Omitted When Partially Completed.** Should the Village cancel or alter any portion of the contract which results in the elimination or non-completion of any portions of the work partially completed, the Contractor will be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration or suspension of such work. The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed at the rate specified in Article 109.04, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of its cancellation, alteration or suspension by the Village Manager shall be purchased from the Contractor by the Village at actual cost and shall thereupon become the property of the Village; or, at the option of the Village Manager, the unused acceptable material shall remain the property of the Contractor, and the Contractor shall be paid the actual cost including freight, unloading and hauling costs less the actual salvage value.

**109.06 Partial Payments and Retainage.** At least once each month, the Contractor shall submit to the Village Manager an approximate estimate, in writing, of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the Village Manager. After fifty percent (50%) or more of the work is completed, the Village Manager may, at his discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted contract price, nor less than \$500.00.

**109.07 Partial Payment Documentation.** The Contractor shall supply and each partial payment estimate shall be accompanied by the following, all in form and substance satisfactory to the Village:

(a) A duly executed and acknowledged sworn statement showing all Subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

(b) Duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the pay estimate from each and every Subcontractor and suppliers of material or labor to release the Village of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Village without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Village of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the Village harmless from all claims of Subcontractors, laborers, workers, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work;

(c) Sworn statements or lien waivers supporting the pay estimates submitted late by the Contractor to the Village will result in the pay estimate's not being processed until the following month.

**109.08 Payment approval.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**109.09 Acceptance and Final Payment.** Whenever the work provided for by the contract has been completely performed on the part of the Contractor, and all parts of the work have been approved by the Village Manager, a final estimate showing the value of the work will be prepared by the Contractor and submitted to the Village Manager, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. Final acceptance occurs by approval of the final estimate and the date of this approval constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Village shall not be barred from requiring the removal, replacement, repair or disposal of any unauthorized or defective work or material or from recovering damages from any such work or material.

The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the final approval of the work, provided there exists no lien filed against the public funds or against any private property on which work is performed according to the law.

The final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the contract.

**109.10 Contract Claims.** If the Contractor claims that additional payment is due under the terms of the contract or for any other reason arising out of the performance of the contract and the Village has not agreed, during the ordinary course of contract administration, that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the Village is not afforded reasonable access by the Contractor to complete records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived; and the Village is released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the Village access to records of actual

cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Village, is found to have merit, the Village will make an equitable adjustment either in the amount of costs to be paid according to the Basis of Payment specified herein or in the time required for the work or both. If the Village finds the claim to be without merit, no adjustment will be made. The Contractor may present a claim made by a Subcontractor founded upon the terms of the contract or the actions and orders of the Village Manager without being first required to make payment to the Subcontractor provided as follows: the Contractor makes written certification that the Subcontractor is entitled to additional compensation; that the Subcontractor will be paid in the event of a favorable resolution of the claim; and that the subcontract, releases and waivers executed by the Subcontractor do not bar payment to the Subcontractor. The written certification may authorize the Subcontractor to present the Subcontractor claim directly to the Village. If such authorization is given, the Contractor need not participate in the verbal presentation of the claim. In any event, the submission shall include a copy of the subcontract, and any releases or waivers signed by the Subcontractor in favor of the Contractor. The Contractor's interest in the Subcontractor's claim shall not be assigned or otherwise disposed of except as specified in Article 108.01.

(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Village to ascertain the basis and amount of the claim. All claims shall be submitted to the Village Manager. As a minimum, the following information must accompany each claim submitted:

- (1) A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the claim.
- (2) The name of any Village official or employee involved in or knowledgeable about the claim.
- (3) The specific provisions of the contract that support the claim and a statement of the reasons why such provisions support the claim.
- (4) If the claim relates to a decision of the Village Manager which the contract leaves to the Village Manager's discretion or as to which the contract provides that the Village Manager's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Village Manager.
- (5) The identification of any documents and the substance of any oral communications that support the claim.
- (6) Copies of any identified documents, other than state documents and documents previously furnished to the Village by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).
- (7) If an extension of time is sought, the specific days and dates for which it is sought, the specific reasons the Contractor believes a time extension should be granted, and the specific provisions of Section 108 under which it is sought.
- (8) If additional compensation is sought, the exact amount sought and a breakdown of that amount into direct labor, direct materials, direct equipment, direct jobsite overhead, and direct offsite overhead.

(9) A statement containing the following language:

Under penalty of law for perjury or falsification, the undersigned,

\_\_\_\_\_, of \_\_\_\_\_,  
(name) (title) (company)

hereby certifies that the claim for compensation and time, if any, made herein for work on this contract is a true statement, fully documented and supported under the contract between the parties.

Dated \_\_\_\_\_ /S/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(b) Record Retention. It is the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any claim. The Contractor shall permit the Village to have access to those records and any other records as may be required by the Village to determine the facts or contentions involved in the claim. The Contractor shall retain those records according to Article 109.11.

(c) Audit. All claims filed against the Village shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the Village or by an auditor under contract with the Village. The audit may begin at any time during the life of the contract, or on twenty (20) calendar days' notice to the Contractor or its agents if an audit is to be commenced more than sixty (60) calendar days after the final payment date of the contract. The Contractor, subcontractors or agents shall provide adequate facilities acceptable to the Village, for the audit during normal business hours. Failure of the Contractor or its agents to maintain and retain sufficient records to allow the auditors to verify all or any portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors or agents shall constitute a waiver of the claim and may bar any recovery of all or any portion thereunder. The records subject to retention and audit are all books and records including, but not limited to, the following documents:

- (1) Daily time sheets and supervisor's daily reports.
- (2) Union agreements.
- (3) Payroll records including tax, insurance, welfare, and benefits records.
- (4) Material invoices and requisitions.
- (5) Material cost distribution worksheet.
- (6) Equipment records (list of company equipment, rates, etc.).
- (7) Vendor's, rental agencies Subcontractor's, and agent's invoices.
- (8) Subcontractor's and agent's payment certificates.
- (9) Cancelled checks (payroll and vendors).
- (10) Job cost report.
- (11) Job payroll ledger.

- (12) General ledger.
- (13) Cash disbursements journal.
- (14) Financial statements for all years reflecting the operations on the contract involved.
- (15) Depreciation records on all company equipment.
- (16) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating equipment, all such other source documents.
- (17) All documents including pricing books and bid documents that relate to each and every claim together with all documents that support the amount of damages as to each claim.
- (18) Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials equipment, subcontractors all documents which establish the time periods individuals involved, the hours for the individuals and the rates of the individuals.

(d) Time of Submission. All claims submitted according to this Article shall be filed not later than six (6) months after the Contractor provides final quantities to the Village according to Article 109.09. The six months shall run from the date indicated on the final quantities transmittal. The requirement of a general administrative claims cutoff time provided herein shall not constitute waiver of any notification time requirements stated elsewhere in these specifications or the special provisions.

(e) Procedure. The Village provides two administrative levels for claims review.

- Level I Village Manager
- Level II Village board of trustees

All claims shall first be submitted at Level I. The Village Manager shall consider all information submitted with the claim and shall render a decision on the claim within ninety (90) days after receipt. Claims not conforming to this Article will be returned without consideration. The Village Manager may schedule a claim presentation meeting if, in the Village Manager's judgment, such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. If a decision is not rendered within ninety (90) days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the Village Board of Trustees within forty-five (45) days after the date of the Level I decision, and shall include twenty (20) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Village Board of Trustees determines that such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within ninety (90) days of the receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek judicial relief. Any claim by the Contractor shall be submitted to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois. The Village Board of Trustees' written decision shall be the final administrative action of the Village. Unless the Contractor files a claim for adjudication by the Circuit Court of Cook County, Illinois, within sixty (60) days after the date of the Village Board of Trustees' written decision, the failure to file shall constitute a release and waiver of the claim.

(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, pro rata home office overhead, unabsorbed overhead and lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation. The above basis of payment is an essential element of the contract, and the claim cost recovery of the Contractor shall be so limited.

**109.11 Contractor Record Retention.** The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Village under the contract and subcontract. . The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the Village. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

## SPECIAL PROVISIONS

The following special provisions supplement the General Conditions and shall govern the Municipal Building basement repairs in the Village of Brookfield, Illinois. In case of conflict with any part or parts of said General Conditions, the Special Provisions shall take precedence and shall govern.

### SECTION 0100 SUMMARY OF WORK

#### PART 1 – GENERAL

##### 1.01 SCOPE OF THE WORK

A. The work consists of providing all labor and materials, equipment, facilities, transportation and services necessary to furnish, install and complete the work described in the Contract and to provide all the labor, material, equipment and tools necessary for the installation of work described.

##### 1.02 QUALITY ASSURANCE

A. All work shall comply with the Village's building codes.

B. Work shall be done in a manner consistent with generally accepted construction practices. When completed, the drywall, flooring and appurtenant areas of the building affected during the course of the work shall have good aesthetic quality as judged by the Village Manager.

##### 1.03 JOB CONDITIONS

A. Contractor shall take care to minimize any disturbance within the building while performing the work, and upon completion of the work shall ensure that the job site is clean and orderly.

##### 1.04. MATERIAL DISPOSAL

A. Contractor shall be responsible for the proper disposal of all trash, materials, replaced equipment or other construction debris relating to or arising from the work. Contractor shall haul all such trash off-site at his own expense. Contractor shall ensure that the worksite be left in a clean, orderly state after the work is complete. Off-site disposal of all materials, replaced equipment and other construction debris resulting from activity related to the work shall be the responsibility of Contractor.

##### 1.05 WARRANTY

A. The Contractor shall warrant the work against defects in parts and workmanship for a one (1) year period after final acceptance of work.

### SECTION 0200 MODIFICATIONS TO THE GENERAL CONDITIONS

#### 102.02 Certifications.

(e) **Human Rights Number.** Article 102.02(e) of the General Conditions is hereby deleted.

**107.08 Selection of Labor.** Article 107.08 of the General Conditions shall only apply to that portion of the Contract constituting fixed work construction or an improvement. See the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7), as amended.

**107.09 Employment Preference.** Article 107.09 of the General Conditions shall only apply to that portion of the Contract constituting the construction, addition to, or alteration of a public work

undertaken or contracted for by the Village. See the Veterans Preference Act (330 ILCS 55/0/01 through 55/3), as amended.

**107.12 Permits and Licenses.** Article 107.12 of the General Conditions is hereby deleted.

**107.17 Insurance** Article 107.17(A) (2) of the General Conditions is hereby revised to read as follows:

- (2) Employer's Liability.
  - a. Each Accident \$500,000
  - b. Disease-policy limit \$500,000
  - c. Disease-each employee \$500,000

**108.07 Steel Procurement.** Article 108.07 of the General Conditions shall only apply to that portion of the Contract constituting the construction, reconstruction, alteration, repair, improvement or maintenance of a public work by the Village. See the Steel Products Procurement Act (30 ILCS 565/1 through 7).

**108.08 Wages of Employees on Public Works.** Article 108.08 of the General Conditions shall only apply to that portion of the Contract constituting public works as defined in the Prevailing Wage Act (820 ILCS 130/1 through 12).

**109.07 Partial Payment Documentation.** Article 109.07 of the General Conditions shall only apply to that portion of the Contract constituting a public improvement. See Section 23 of the Mechanics Lien Act (770 ILCS 60/23).

**EXHIBIT "A"**

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**CG 20 10 03 97**

**ADDITIONAL INSURED B OWNERS, LESSEES OR  
CONTRACTORS B SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

*Copyright, Insurance Services Office, Ins. 1996*

**EXHIBIT "B"**

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**CG 20 26 11 85**

**ADDITIONAL INSURED B DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

*Copyright, Insurance Services Office, Ins. 1984*

**EXHIBIT "C"**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED B OWNERS, LESSEES OR  
CONTRACTORS B COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

**Section II B Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products/completed operations hazard."

CG 20 37 07 04

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**EXHIBIT "D" (EXAMPLE)**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YYYY) Completed
PRODUCER  Fully Completed	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED  COVERAGES Fully Completed	INSURERS AFFORDING COVERAGE
	NAIC #
	INSURER A: Name of Insurance Company
	INSURER B: Name of Insurance Company
	INSURER C: Name of Insurance Company
	INSURER D: Name of Insurance Company

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD=L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY CG001</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED) <input type="checkbox"/> _____ GEN=L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occur.) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
A		<b>AUTOMOBILE LIABILITY CA001</b> <input type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C		<b>WORKERS COMPENSATION AND EMPLOYERS= LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DIESEASE-POLICY LIMIT \$1,000,000
		OTHER	Policy Number	Policy Start Date	Policy End Date	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT

**EXHIBIT "E"**

**ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Name of Insured:  
Policy Number:  
Policy Period:  
Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

- A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- C. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

**Exhibit "F"**

**Cook County Prevailing Wage for July 2014**

**(See explanation of column headings at bottom of wages)**

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	====	====	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.		BLD		38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN		ALL		43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD	1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	1	52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	2	50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	4	37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	5	53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		39.700	42.700	1.5	1.5	2.0	8.280	10.06	0.000	0.530
SHEETMETAL WORKER		BLD		41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER		BLD		30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
-> NOT IN EFFECT 37.000 37.750 1.5 1.5 2.0 12.97 9.930 0.000 0.500										
TERRAZZO FINISHER	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON	BLD	41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

Legend: RG (Region)  
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)  
C (Class)  
Base (Base Wage Rate)  
FRMAN (Foreman Rate)  
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
OSA (Overtime (OT) is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

### Explanations

#### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

#### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic

materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;

Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

## EXHIBIT "G"

### INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

**PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.**

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Brookfield on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Brookfield on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Brookfield, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee=s payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should always be completed.
9. You are invited to visit Illinois Department of Labor=s web site at [www.state.il.us/agency/ido1](http://www.state.il.us/agency/ido1) for more detailed information regarding application of the Prevailing Wage Act.

**AFFIDAVIT**

**SUBCONTRACTORS**

**Monthly Statement of Compliance**

**Attach explanation of monies paid, copy of contract or billing, or other pertinent information.**

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

Company Name: \_\_\_\_\_

I, \_\_\_\_\_ (name signatory party), \_\_\_\_\_ (title),

Contact Person: \_\_\_\_\_

do hereby state: that I pay or supervise the payment of the persons employed on the public works project \_\_\_\_\_ (name

Address: \_\_\_\_\_

Village, State, Zip: \_\_\_\_\_

of project); that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year),

Telephone Number: \_\_\_\_\_

all persons employed on said project have been paid the full wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Village, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

(name of contractor or subcontractor) from the full wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any persons, other than permissible deductions as defined by Federal and/or State law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Village, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Village, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Certified Transcript of Payroll**

**\*\* Please Note: The submission of falsified payroll records is a criminal offense. \*\***

<b>Contractor and/or Subcontractor</b>  Contact Person: _____ Company Name: _____ Address: _____ Village, State, Zip: _____ Telephone: _____	<b>Contract Information</b>  Contract Number: _____ Project Number: _____ Project: _____ Project Location: _____  Pay Period Starting Date: _____ Pay Period Ending Date: _____ Submitted to Village: _____
--	--

Employee Name, Address, SSN & Telephone Number		Classification	PW Hours Worked Each Day during Pay Period																	Total OT Hrs	Total Wages Paid	Hourly Fringe Benefit							
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17			Total OT Hrs	Total Wages Paid	Pens	Hea & Well	Vac	Tran		

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the contract with the Contractor. The Village of Brookfield may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Donald L. Lutrell, hereby certify that I am the President of Midwest Meter, Inc. (the "Contractor") and as such, hereby represent and warrant to the Village of Brookfield, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the company and its officers 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 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 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Brookfield, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide 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 Contractor'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 Contract, the employee will;
  - i. Abide by the terms of the statement;
  - 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 Contractor'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 Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an 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;

(E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(F) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the

Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

(G) no officer or employee and no spouse or immediate family member living with any officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 2-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois; and

(H) the Contractor has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 02-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois.

(I) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

**[The remainder of this page is left blank intentionally.]**



## tCONTRACT

This Contract made this 28<sup>th</sup> day of July 2014 between the Village of Brookfield, the "Village," and Midwest Meter, Inc., the "Contractor," for the Village of Brookfield Upgrade of the STAR Data Collection Unit Network.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the Village to be paid to the Contractor, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the Work described in Section 2 below.
2. **Contract Sum.** The Village shall pay the Contractor for the performance of the work, at the prices set forth below:

Quantity	Description	Unit Price	TOTAL
<b>Aclara Products and Services</b>			
1	DCU Upgrade: Includes prop study, (4) DCU Collectors, Software Integration, Acceptance Testing	\$14,750.00	\$14,750.00
4	DCU II Installation*	\$1,250.00	\$5,000.00
1	Star Programmer Software ( Up to 10 licenses)	\$3,200.00	\$3,200.00
1	FCC Application (second frequency for two-way operation)	\$400.00	\$400.00
1	Services- Project Management- Testing	\$14,575.00	\$14,575.00
1	2 Day Onsite Training	\$5,500.00	\$5,500.00
<b>Aclara Handheld Programmers and MTUs</b>			
2	CN70e Handheld (100-1940) w/USB Snap on Adapter (100-1941 ); USB Host Cable (100-1943), Medallion Bronze Maintenance (100-1956); USB Field Programmer Kit (510-6920), Docking Station (510-1216-SK); STAR Programmer Software (Tier 1 - 504-5001)** Camera/Scanner	\$6,775.00	\$13,550.00
<b>Series 3000 Two-Way MTUs</b>			
28	Water MTU, Pulse, Extended Range, Single Port (3321-012-RBW)	\$120.00	\$3,360.00
28	Water MTU, Pulse, Extended Range, Single Port (3321-012-RBW)	\$140.00	\$3,920.00
	*DCU installation does not include the use or rental of a "bucket truck" for collector mounting.		
	**Software maintenance based on list price and will be included as an option in Brookfield's STAR annual maintenance agreement.		
	<b>Total Contract Sum</b>		<b>\$64,255.00</b>

3. **Contract Time.** The Work will commence upon the execution of the Contract by the Village and the Contractor. The Contractor shall complete the Work within one hundred (100) calendar days of the commencement of the work unless an extension of time is granted in accordance with the Specifications.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the Village a written Application for Payment showing the value of Work (on a percentage basis) completed. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Village to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the Village, the Village will within thirty (30) days submit to the Village board of trustees a final estimate of payment. Within thirty (30) days after approval by the Village board of trustees of the final estimate of payment, payment will be issued to the Contractor.

6. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason. The Village reserves the right, by written notice to the Contractor, to assign this Contract to the Village's construction manager.

7. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Mr. Riccardo F. Ginex, Village Manager

b. If to Contractor:

Midwest Meter, Inc.  
P.O. Box 318  
Edinburg, IL 62531  
Attn: Donald L. Luttrell, President

- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract 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.

8. **Entire Contract.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) \_\_\_\_\_
- (b) Contractor's Certification
- (c) Contract
- (d) General Conditions
- (e) Special Provisions

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

9. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract, the Contractor conclusively assures and warrants to the Village that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Village will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**10. Termination for Funding.** This Agreement shall become effective only after an appropriation therefor has been made. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Contractor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

Village: Village of Brookfield

Contractor: Midwest Meter, Inc.

By: \_\_\_\_\_  
Kit P. Ketchmark, Village President

By: Donald L. Luttrell  
Donald L. Luttrell, President

Attest:

Attest:

By: \_\_\_\_\_  
Catherine Colgrass-Edwards, Village Clerk

By: David M. Luttrell  
David M. Luttrell, Secretary

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the contract with the Contractor. The Village of Brookfield may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Donald L. Luttrell, hereby certify that I am the President of Midwest Meter, Inc. (the "Contractor") and as such, hereby represent and warrant to the Village of Brookfield, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the company and its officers 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 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 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Brookfield, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide 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 Contractor'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 Contract, the employee will;
    - i. Abide by the terms of the statement;
    - 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 Contractor'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 Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an 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;

(E) the Contractor has not excluded and will not exclude from participation in,

denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(F) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

(G) no officer or employee and no spouse or immediate family member living with any officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 2-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois; and

(H) the Contractor has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 02-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois.

(I) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(J) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially

Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes, the Contractor shall notify the Village of Brookfield in writing within seven (7) days.

Dated: July \_\_\_\_, 2014

Contractor: Midwest Meter, Inc.

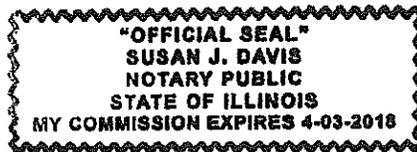
By: Donald L. Luttrell  
Donald L. Luttrell, President

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF Christian    )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Donald L. Luttrell, known to me to be the President of Midwest Meter, Inc., appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed.

Dated: July 29, 2014

Susan J. Davis  
Notary Public





# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE PRESIDENT  
Kit P. Ketchmark

VILLAGE CLERK  
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES  
Ryan P. Evans  
Michael J. Garvey  
Nicole M. Gilhooley  
C.P. Hall, II  
Brian S. Oberhauser  
Michelle D. Ryan

VILLAGE MANAGER  
Riccardo F. Ginex

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD  
COMMITTEE OF THE WHOLE MEETING  
Monday, August 25, 2014**

**7:00 p.m. or Immediately following Village Board Meeting  
Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513**

## AGENDA

- A. Discussion – St. Nikola Class 8 Liquor License
- B. Discussion – Grand Tavern Pig Roast Class 8 & S Liquor License
- C. Discussion – 3100 Maple Ave – Brookfield Food Mart – Class 3 Liquor License
- D. Discussion – Open Space Draft Report
- E. Discussion – Canoe Landing Grant Update
- F. Discussion – Village Hall Renovations
- G. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- H. **Adjournment**

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



## COMMITTEE ITEM MEMO

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**ITEM:** ST. NIKOLA – CLASS 8 LIQUOR LICENSE  
**COMMITTEE DATE:** August 25, 2014  
**PREPARED BY:** Riccardo F. Ginex, Village Manager *R. Ginex*  
**PURPOSE:** A request to serve alcohol for their event on September 6 & 7, 2014  
**BUDGET AMOUNT:** N/A

### BACKGROUND:

---

St. Nikola Serbian Orthodox Church has requested to serve alcohol for their festival on Saturday, September 6<sup>th</sup> and Sunday, September 7<sup>th</sup> from 12:00 pm until 8:00 pm. The event is the same as last year's and will be open to their parishioners. The festival will be located on the church grounds.

Since they sent this request in late, the Board will have to hold a Special Meeting prior to the festival, approving the liquor license.

### ATTACHMENTS:

---

1. Letter of Request

### STAFF RECOMMENDATION:

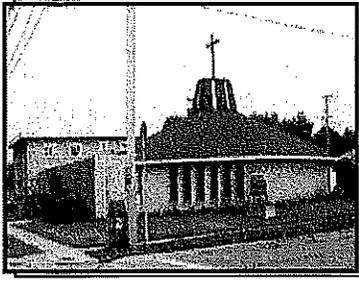
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The Class 8 license is granted.

### REQUESTED COURSE OF ACTION:

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The Board approves the request for a Class 8 license at a Special Board meeting.



**St. Nikola Serbian Orthodox Church**  
**4301 South Prairie Ave.**  
**Brookfield, Illinois 60513**  
**(708) 387-7810**

Parish Priest: V. Rev. Dennis Pavichevich  
President: Tommy Milutinovic  
Vice President: Zarko Petrovic  
Secretaries: Sonja Josipovic and Jasmina Radunovic

Vice President: Zivko Milicevic  
Treasurer: Viseslav Milincic



August 11, 2014

Honorable Kit P. Ketchmark  
Village President  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513

Dear President Ketchmark,

We are currently planning on holding a festival on our grounds on September 6, 2014 and September 7, 2014. The festival will consist of a mass in the sanctuary on each of such days from approximately 10:00 a.m. to 11:30 a.m. with food served from approximately 12:00 p.m. to 8:00 p.m. on each day. We are planning to invite not only our parishoners but also members from other churches in our Diocese and our nearby neighbors for a total of approximately 400 people.

Due to the amount of people expected for these events, we plan to have a temporary tent installed on the church property. The food will be catered by members of the church. Our events customarily include the serving of alcoholic beverages together with the food that is served.

We would like to ask for the Village's permission to serve alcoholic beverages for this event commencing on September 6 through September 7.

Thank you in advance for your consideration. If you need any other information, please do not hesitate to contact me at [REDACTED]

Sincerely

Tommy Milutinovic  
President of Board of Church-School Congregation



## COMMITTEE ITEM MEMO

---

**ITEM:** GRAND TAVERN PIG ROAST- CLASS 8 & S LIQUOR LICENSES  
**COMMITTEE DATE:** August 25, 2014  
**PREPARED BY:** Riccardo F. Ginex, Village Manager *R. Ginex*  
**PURPOSE:** A request to serve alcohol for their event on September 6, 2014  
**BUDGET AMOUNT:** N/A

### BACKGROUND:

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Mike DiFatta, owner of Grand Tavern 3733 Grand Blvd. is requesting to hold an event on Grand Blvd. on Saturday, September 6<sup>th</sup> from noon until 9:00pm. He would like to have part of the street closed during the event so he can put up a tent and beer concessions outside. As Village Manager, I can grant the street closure.

Since this request came in prior to a second meeting for approval, the Board will have to hold a Special Meeting prior to the pig roast, approving the liquor license.

### ATTACHMENTS:

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1. Letter of Request

### STAFF RECOMMENDATION:

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The Class 8 & S license is granted.

### REQUESTED COURSE OF ACTION:

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The Board approves the request for a Class 8 & S license at a Special Board meeting.

August 13, 2014

Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, IL 60513

To Whom It May Concern:

We here at Grand Tavern are writing to request a special use permit for our 2<sup>nd</sup> anniversary celebration on September 6<sup>th</sup>, 2014. Our plans for the celebration include a tent with a pig roast, beer concession outside sponsored by Burke Beverage and beanbag games. The event is intended as a celebration to thank our customers for their loyal patronage. The hours planned for our event will be from noon until 9pm on Saturday, September 6<sup>th</sup>, 2014.

We would also like to request closing off a section of Grand Boulevard for this event. The area we would like to utilize would run from the crosswalks North to the beginning of Paisan's Pizzeria. This would still allow for parking North of Paisan's all the way up to the stop sign.

All of us at Grand Tavern hope we can work together with the Village of Brookfield to make this celebration spectacular. It is our sole intention to offer a nice event for the residents of Brookfield to enjoy.

Please consider our request. We can be reached at our establishment, Grand Tavern, 708-485-6055 or I, John, can be personally reached at [REDACTED]. We look forward to hearing from you soon.

Sincerely,

John and Mike DiFatta

Grand Tavern  
3733 Grand Boulevard  
Brookfield, IL 60513



## COMMITTEE ITEM MEMO

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**ITEM:** Class 3 Liquor License - 3100 Maple Avenue  
Brookfield Food Mart, Inc. (Shell Station)

**COMMITTEE DATE:** August 25, 2014

**PREPARED BY:** Theresa M. Coady

**PURPOSE:** Board approval of a Class 3 Liquor License

**BUDGET AMOUNT:** N/A

**BACKGROUND:**

The Brookfield Food Mart/Shell Station is being sold to new owners, Mayur Patel and Mehmoud Syed. They anticipate taking over the business the first week in September. They are requesting a liquor license of the same class, Class 3, as the previous establishment. They have completed the appropriate paperwork and had a background check. A representative for the new owners is present this evening to answer any questions the Board may have.

**CLASS 3.** Authorizes the retail sale of all alcoholic liquors in their original package to be consumed off the premises only.

**HOURS NO LIQUOR WILL BE SOLD**

Every day between the hours of 1:00 a.m. and 7:00 a.m., except Sunday which shall be between 1:00 a.m. and 11:00 a.m.

**The annual fee for Class 3 license is \$1,275.00**

**ATTACHMENTS:**

None.

**STAFF RECOMMENDATION:**

Staff requests the Village Board consider the applicants request for the Class 3 Liquor License.

**REQUESTED COURSE OF ACTION:**

An Ordinance to approve this request be prepared and voted on at the September 8, 2014 Village Board Meeting.



# COMMITTEE ITEM MEMO

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**ITEM:** OPEN SPACE PLAN DISCUSSION  
**COMMITTEE DATE:** August 25, 2014  
**PREPARED BY:** Keith R. Sbiral, AICP  
**PURPOSE:** Discussion  
**BUDGET AMOUNT:** N/A

**BACKGROUND:**

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A public meeting to review cumulative public input on the Open Space Master Plan has been advertised and will be held during the Committee of the Whole.

Previously a meeting including five advisory commissions and committees was held with:

Beautification Committee  
Park and Rec Commission  
Special Events Committee  
Conservation Commission  
Planning and Zoning Commission

Following that process the MindMixer project was launched. Staff will present the results of all the public input with assistance from Hitchcock Design.

**ATTACHMENTS:**

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1. N/A

**STAFF RECOMMENDATION:**

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Hitchcock Design will lead a discussion. Materials will be distributed following the presentation.

**REQUESTED COURSE OF ACTION:**

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Provide input to the consultant and staff.



# COMMITTEE ITEM MEMO

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**ITEM:** Boat Launch Grant Application

**COMMITTEE DATE:** August 25, 2014

**PREPARED BY:** Keith Sbiral, AICP, Assistant Village Manager

**PURPOSE:** Present Grant Application

**BUDGET AMOUNT:** Grant Funding

A handwritten signature in blue ink, appearing to be "KS", located to the right of the "PREPARED BY" line.

**BACKGROUND:**

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Staff and Hitchcock Design will present a grant application for construction of an accessible canoe launch and overlook to serve as an addition to the Salt Creek water trail and trail system. The proposed grant work will be presented and has been advertised for public input and comment.

The proposal is also part of the Open Space Master Plan process that has been ongoing in 2014.

**ATTACHMENTS:**

- 
1. Proposed Improvements - Boat Launch

**STAFF RECOMMENDATION:**

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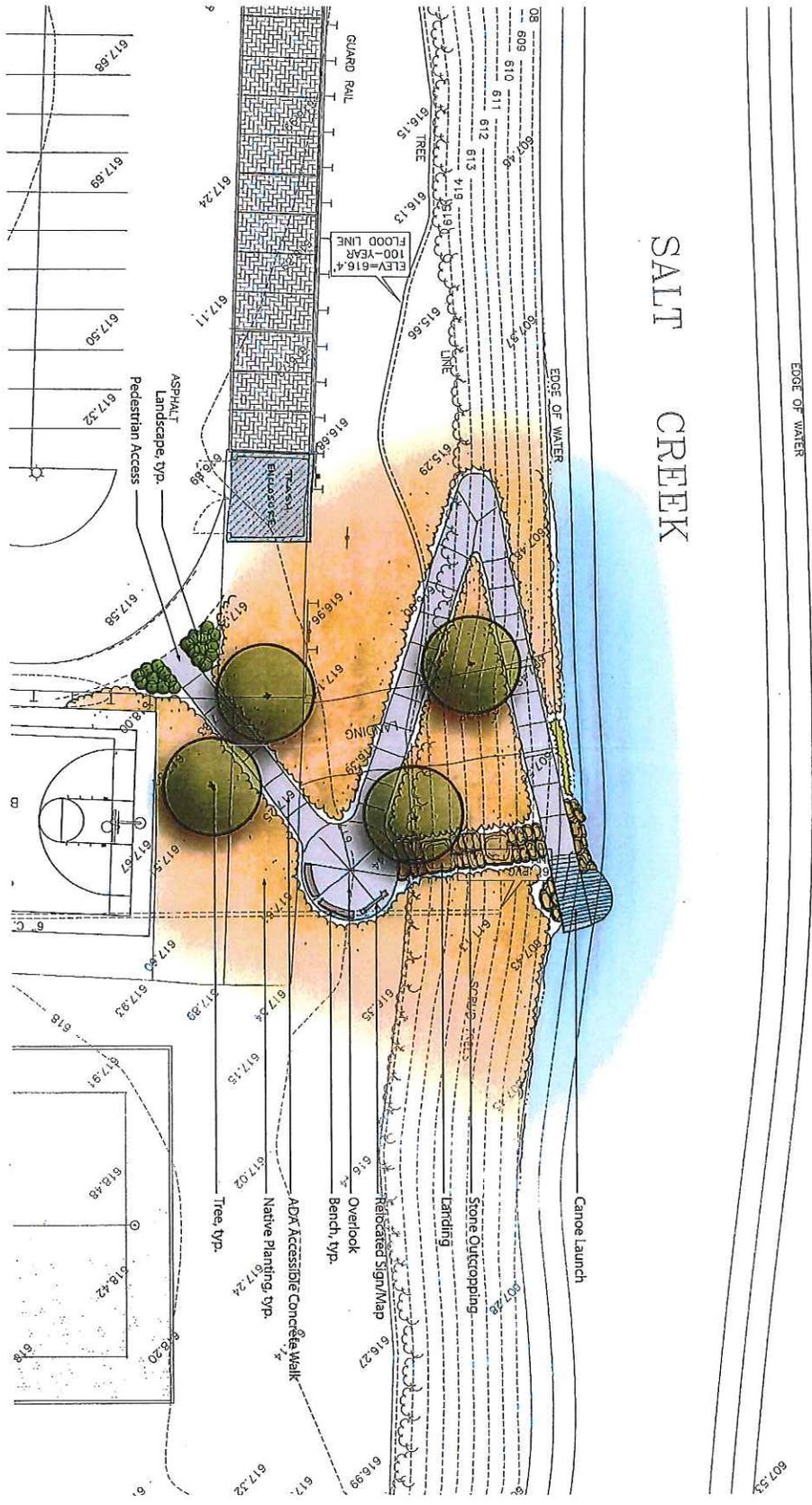
Staff recommends the Village Board discuss the proposed project and authorize the grant application.

**REQUESTED COURSE OF ACTION:**

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Authorize the grant application.

# SALT CREEK





# COMMITTEE ITEM MEMO

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**ITEM:** Village Hall Customer Service Improvements

**COMMITTEE DATE:** August 25, 2014

**PREPARED BY:** Keith Sbiral, AICP, Assistant Village Manager

A handwritten signature in blue ink, appearing to be "Keith Sbiral", written over the printed name.

**PURPOSE:** Present Physical Modifications

**BUDGET AMOUNT:** \$150,000

**BACKGROUND:**

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Staff will present staffing modifications and improvements to customer service initiatives in the Village Hall. Staff will then present planned physical modifications in the Village Hall offices for customer service and efficiency improvements.

**ATTACHMENTS:**

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1. Proposed Improvements – Grund & Riesterer Architects

**STAFF RECOMMENDATION:**

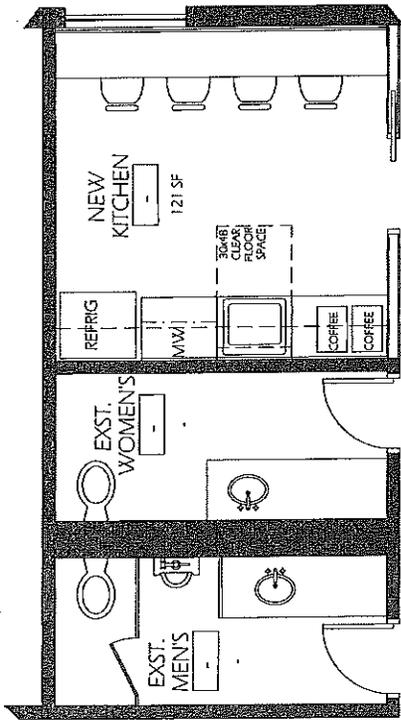
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Staff recommends the Village Board discuss the proposed project and authorize the bidding process for work in September.

**REQUESTED COURSE OF ACTION:**

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Authorize bid process.



KITCHEN & TOILET ROOMS - SCHEME D  
Scale: 1/4" = 1'-0"

Scope of work @ Toilet Rooms

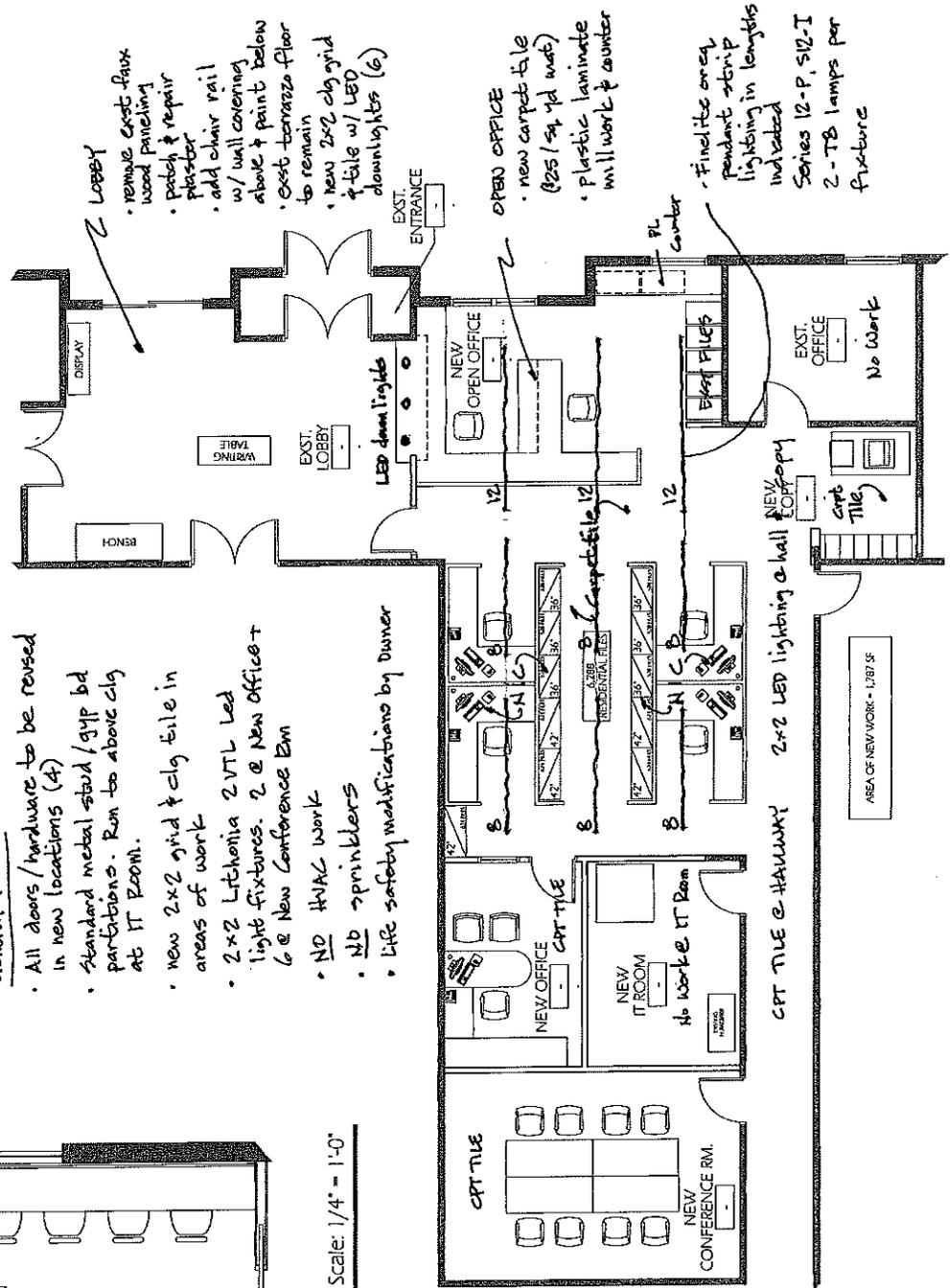
- New ceramic tile floors + base (\$ 7.50 mat)
- Patch / repair walls & paint
- New standard grade plumbing fixtures + fittings
- New solid surface counters
- New 2x2 cly grid + tile

Kitchen Scope of Work

- New VCT flooring
- New Plastic Laminate cabinets w/ solid surface counters
- New 2x2 cly grid + tile
- New 2 panel wood stained sliding door w/ new gyp board partition as reqd.

General Notes

- All doors / hardware to be reused in new locations (4)
- Standard metal stud / gyp bd partitions. Rem to above cly at IT ROOM.
- New 2x2 grid & cly tile in areas of work
- 2x2 Lithonia 2VTL Led light fixtures. 2 @ New Office + 6 @ New Conference Rm
- NO HVAC work
- NO sprinklers
- Life safety modifications by Owner



BROOKFIELD VILLAGE HALL  
Scheme D  
Scale: 1/8" = 1'-0"  
14 JULY 2014

**1416 - BROOKFIELD VILLAGE HALL**  
**BROOKFIELD, IL**



**CONCEPTUAL ESTIMATE**

**Project Cost Summary**

7/25/14

Cost Code	Trade/Description	Trade Cost	Cost/SF	% of Cost	Comments
1500	Temporary Construction	3,200.00	\$1.32	2.21%	
1740	Final Cleaning	800.00	\$0.33	0.55%	
2220	Selective Demolition	8,219.06	\$3.39	5.68%	
3300	Concrete	0.00	\$0.00	0.00%	
6110	Carpentry	3,220.00	\$1.33	2.22%	
6400	Millwork	14,795.00	\$6.10	10.22%	
8100	Doors, Frames & Hardware	950.00	\$0.39	0.66%	
9250	Drywall Systems	7,106.00	\$2.93	4.91%	
9500	Acoustical Treatment	8,248.40	\$3.40	5.70%	
9680	Flooring	9,377.10	\$3.87	6.48%	
9900	Painting/Decorating	8,217.00	\$3.39	5.67%	
10520	Fire Protection Specialties	0.00	\$0.00	0.00%	
10800	MOB Accessories	0.00	\$0.00	0.00%	
11455	Appliances	1,660.00	\$0.68	1.15%	
15300	Fire Protection	0.00	\$0.00	0.00%	No Work
15400	Plumbing	8,190.00	\$3.38	5.66%	Design/Build
15500	Mechanical	0.00	\$0.00	0.00%	No Work
16000	Electrical	28,031.00	\$11.55	19.36%	Design/Build
16720	Security Systems	0.00	\$0.00	0.00%	By Owner
	<b>SUBTOTAL DIRECT COSTS</b>	<b>102,013.56</b>	<b>\$42.05</b>		
	<b>Contingency @ 5%</b>	<b>5,100.68</b>	<b>\$2.10</b>		Unspent funds return to Owner
	<b>SUBTOTAL DIRECT COSTS</b>	<b>107,114.24</b>	<b>\$44.15</b>		
	<b>GENERAL CONDITIONS</b>	<b>24,325.00</b>	<b>\$10.03</b>		
	<b>FEE</b>	<b>10,515.14</b>	<b>\$4.33</b>		
	<b>INSURANCE</b>	<b>2,839.09</b>	<b>\$1.17</b>		
	<b>PERMIT FEES by Owner</b>	<b>0.00</b>	<b>\$0.00</b>		
	<b>TOTAL PROJECT COST</b>	<b>144,793.46</b>	<b>\$59.68</b>		
	<b>GROSS AREA</b>	<b>2,426 GSF</b>			
	<b>COST PER GROSS AREA</b>	<b>\$59.68 /GSF</b>			

# 1416 - BROOKFIELD VILLAGE HALL

BROOKFIELD, IL



## CONCEPTUAL ESTIMATE

7/25/14

GSF

2,426

SEC	LINE	Trade/Description	QTY	UM	UNIT COST	AMOUNT	TOTALS	COST/SF
1500		<b>Temporary Construction</b>					<b>\$3,200</b>	<b>\$1.32</b>
	010	Dumpsters for Construction	3	EA	\$450.00	\$1,350.00		
	020	Dust partitions - HD visqueen with support	1	LS	\$800.00	\$800.00		
	030	Negative air machine w/filter media	1	WK	\$650.00	\$650.00		
	040	Vacuum/mops - small tools & equipment	1	LS	\$400.00	\$400.00		
1740		<b>Final Cleaning</b>					<b>\$800</b>	<b>\$0.33</b>
	010	Clean space prior to turn-over	1	LS	\$800.00	\$800.00		
	020	Floor waxing by owner		Inc		\$0.00		
2220		<b>Selective Demolition</b>					<b>\$8,219</b>	<b>\$3.39</b>
	010	Salvage Wood Doors	4	EA	\$25.00	\$100.00		
	020	Salvage H.M. Frames	4	EA	\$25.00	\$100.00		
	030	Open walls for electrical/plumbing	1	EA	\$100.00	\$100.00		
	040	Demo LAT ceilings	2,426	SF	\$0.46	\$1,115.96		
	050	Demo drywall partitions	83	LF	\$14.50	\$1,203.50		
	060	Demo existing casework, shelving and countertops - Allowance	1	LS	\$1,000.00	\$1,000.00		
	070	Demo existing floor finishes	1,874	SF	\$0.40	\$749.60		
	080	Protect occupied areas during demolition		Inc		\$0.00		
	090	Remove existing faux wood paneling in lobby	1	LS	\$800.00	\$800.00		
	100	Demo tools & Equipment	1	LS	\$800.00	\$800.00		
	110	Dumpsters	5	EA	\$450.00	\$2,250.00		
3300		<b>Concrete</b>					<b>\$0</b>	<b>\$0.00</b>
	010	No work				\$0.00		
6110		<b>Carpentry</b>					<b>\$3,220</b>	<b>\$1.33</b>
	010	Install existing door frames	4	EA	\$95.00	\$380.00		
	020	Install existing doors	4	EA	\$125.00	\$500.00		
	030	Install existing door hardware	4	EA	\$25.00	\$100.00		
	040	Install new (2) panel wood stained sliding pocket door in Kitchen	1	EA	\$150.00	\$150.00		
	050	Install new pocket door hardware	1	EA	\$75.00	\$75.00		
	060	Install kitchen and new open office casework	2	EA	\$670.00	\$1,340.00		
	070	Blocking for furniture systems not included				\$0.00		
	080	Install chair rail in lobby	45	LF	\$15.00	\$675.00		
6400		<b>Millwork</b>					<b>\$14,795</b>	<b>\$6.10</b>

# 1416 - BROOKFIELD VILLAGE HALL

BROOKFIELD, IL



## CONCEPTUAL ESTIMATE

7/25/14

GSF

2,426

SEC	LINE	Trade/Description	QTY	UM	UNIT COST	AMOUNT	TOTALS	COST/SF
	010	Kitchen - Plastic Laminate Cabinets	1	LS	\$3,185.00	\$3,185.00		
	020	Kitchen - Solid Surface Countertops	33	SF	\$80.00	\$2,600.00		
	030	Bathroom - Solid Surface Countertops	23	SF	\$80.00	\$1,840.00		
	040	Open Office - Plastic Laminate Cabinets	1	LS	\$3,300.00	\$3,300.00		
	050	Open Office - Plastic Laminate Countertops	104	SF	\$30.00	\$3,120.00		
	060	Kitchen - Two panel wood stained sliding door	1	LS	\$750.00	\$750.00		
<b>8100</b>		<b>Doors, Frames &amp; Hardware</b>					<b>\$950</b>	<b>\$0.39</b>
	010	Hollow Metal borrowed lite at new office	1	EA	\$950.00	\$950.00		
<b>9250</b>		<b>Drywall Systems</b>					<b>\$7,106</b>	<b>\$2.93</b>
	010	Drywall partitions	83	LF	\$68.00	\$5,610.00		
	020	4' Drywall partitions at new open office	18	LF	\$34.00	\$612.00		
	030	Layout		Inc		\$0.00		
	040	Demo scars @ existing areas	1	LS	\$800.00	\$800.00		
	050	Sound Batt @ walls		Inc		\$0.00		
	060	Strapping for casework	6	EA	\$14.00	\$84.00		
<b>9300</b>		<b>Ceramic Tile</b>					<b>\$2,284</b>	<b>\$0.94</b>
	010	Ceramic tile floor in toilet rooms	110	SF	\$14.00	\$1,540.00		
	020	Ceramic wall base as specified	62	LF	\$12.00	\$744.00		
<b>9500</b>		<b>Acoustical Treatment</b>					<b>\$8,248</b>	<b>\$3.40</b>
	010	Acoustical Ceilings	2,426	SF	\$3.40	\$8,248.40		
	020	2x2 Ceiling Tile		Inc		\$0.00		
	030	Grid System		Inc		\$0.00		
<b>9680</b>		<b>Flooring</b>					<b>\$9,377</b>	<b>\$3.87</b>
	010	VCT in Kitchen	121	SF	\$5.40	\$653.40		
	020	VCT Install	121	SF	\$2.90	\$350.90		
	030	Furnish and Install Rubber Base in Kitchen	44	LF	\$6.20	\$272.80		
	040	VCT - One coat Ardex floor prep @ existing removal	1	LS	\$170.00	\$170.00		
	050	Carpet Tile - Conference Room, Office, Copy Room and Open Office	183	SY	\$38.00	\$6,954.00		
	070	Furnish and Install Rubber Base - Conference Room, Office, Copy Room and Open Office	230	LF	\$2.10	\$483.00		
	080	Carpet Tile Prep	1	LS	\$493.00	\$493.00		

# 1416 - BROOKFIELD VILLAGE HALL

BROOKFIELD, IL



## CONCEPTUAL ESTIMATE

7/25/14

GSF

2,426

SEC	LINE	Trade/Description	QTY	UM	UNIT COST	AMOUNT	TOTALS	COST/SF
<b>9900</b>		<b>Painting/Decorating</b>					<b>\$8,217</b>	<b>\$3.39</b>
	010	Painting All Walls	2,021	SF	\$2.00	\$4,042.00		
	020	Paint materials & equipment		Inc.		\$0.00		
	030	Paint hollow metal door frames	8	EA	\$65.00	\$520.00		
	040	Field Finish Wood doors to match existing	5	EA	\$110.00	\$550.00		
	050	Paint below chair rail in Lobby	270	SF	\$1.50	\$405.00		
	060	Patch and repair plaster walls in Lobby	1	LS	\$600.00	\$600.00		
	070	Wallcovering above chair rail in Lobby	60	SY	\$35.00	\$2,100.00		
<b>10520</b>		<b>Fire Protection Specialties</b>					<b>\$0</b>	<b>\$0.00</b>
	010	By Owner				\$0.00		
<b>10800</b>		<b>MOB Accessories</b>					<b>\$0</b>	<b>\$0.00</b>
	010	By Owner				\$0.00		
<b>11455</b>		<b>Appliances</b>					<b>\$1,660</b>	<b>\$0.68</b>
	010	Kitchen - GE Stainless Steel Top-Freezer Refrigerator - GTZ21GCESS	1	EA	\$1,370.00	\$1,370.00		
	020	Kitchen - GE Profile Microwave Oven Stainless Steel - JES2251SJ	1	EA	\$290.00	\$290.00		
<b>15300</b>		<b>Fire Protection</b>					<b>\$0</b>	<b>\$0.00</b>
	010	No Work				\$0.00		
<b>15400</b>		<b>Plumbing</b>					<b>\$8,190</b>	<b>\$3.38</b>
	010	Plumbing demo	2	EA	\$500.00	\$1,000.00		
	020	New vanity sinks in toilet room	2	EA	\$1,000.00	\$2,000.00		
	030	New vanity sink faucets	2	EA	\$600.00	\$1,200.00		
	040	New toilets in toilet room	2	EA	\$1,200.00	\$2,400.00		
	050	New Urinal for men's room	1	EA	\$790.00	\$790.00		
	060	New sink in Kitchen	1	LS	\$800.00	\$800.00		
<b>15500</b>		<b>Mechanical</b>					<b>\$0</b>	<b>\$0.00</b>
	010	No Work				\$0.00		
<b>16000</b>		<b>Electrical</b>					<b>\$28,031</b>	<b>\$11.55</b>
	010	Electrical Work Complete	2,426	SF	\$3.50	\$8,491.00		
	020	New 2x2 LED Lay-in Lighting	23	EA	\$365.00	\$8,395.00		
	030	(6) New 8' Length Finelite hanging lights	6	EA	\$600.00	\$3,600.00		

# 1416 - BROOKFIELD VILLAGE HALL

BROOKFIELD, IL



## CONCEPTUAL ESTIMATE

7/25/14

GSF

2,426

SEC	LINE	Trade/Description	QTY	UM	UNIT COST	AMOUNT	TOTALS	COST/SF
	040	(3) New 12' Length Finelite hanging lights	3	EA	\$1,200.00	\$3,600.00		
	050	Disconnect existing power to existing fixtures and misc. demo	1	LS	\$2,560.00	\$2,560.00		
	060	Existing toilet room fixtures to remain				\$0.00		
	070	Existing kitchen fixtures to remain				\$0.00		
	080	Existing IT Room fixtures to remain						
	090	Existing (exst.) office fixtures to remain				\$0.00		
	100	Install plywood for mounting IT equipment	1	LS	\$185.00	\$185.00		
	110	Remove & reinstall smoke detectors and exit	1	LS	\$1,200.00	\$1,200.00		
<b>16720</b>		<b>Security Systems</b>					<b>\$0</b>	<b>\$0.00</b>
	010	By owner				\$0.00		
<b>30000</b>		<b>General Conditions</b>					<b>\$24,325</b>	<b>\$10.03</b>
	010	Project Executive - included as required	8	WK	Included	\$0.00		
	020	Project Manager/Superintendent	8	WK	\$2,600.00	\$20,800.00		
	030	Building Permit labor		Inc		\$0.00		
	040	Site Parking		Inc		\$0.00		
	050	Postage/Messenger/UPS		Inc		\$0.00		
	060	Photographs		Inc		\$0.00		
	070	Print Reproduction	1	LS	\$800.00	\$800.00		
	080	Field Office Supplies	1	LS	\$300.00	\$300.00		
	090	Photocopier/cell Phone/Fax	2	MO	\$250.00	\$375.00		
	100	Temporary Toilets		NIC	\$0.00	\$0.00		
	110	General Clean-up	8	WK	\$200.00	\$1,600.00		
	120	Small Tools	2	MO	\$225.00	\$450.00		
	130	Job Signage		Inc		\$0.00		
<b>31000</b>		<b>Permit Allowance</b>					<b>\$0</b>	<b>\$0.00</b>
		By owner				\$0.00		

