



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, July 8, 2013
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
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. **Approval of Minutes:** Village Board Meeting Monday, June 24, 2013; Committee of the Whole Meeting, Monday, June 24, 2013.

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.

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Hall	Chamber of Commerce, Finance, Public Safety and DPW Warrant
Trustee Oberhauser	Library, Conservation
Trustee Gilhooley	Recreation
Trustee Ryan	Special Events
Trustee Evans	Beautification, Administration
Trustee Garvey	Zoning Board of Appeals, Plan Commission
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED
Clerk Edwards	Aging Well Liaison

VII. New Business

- A.** Resolution 2013-915 to Approve and Authorize the Execution of a Professional Land Surveying Services Agreement by and between Schomig Land Surveyors, Ltd. and the Village of Brookfield, Illinois, for the Kiwanis Park Improvements Project;
- B.** Resolution 2013-916 to Approve and Authorize the Execution of a Professional Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield, Illinois, for the Kiwanis Park Improvements Project;
- C.** Resolution 2013-917 to Approve and Authorize the Execution of a Professional Landscape Architectural Services Agreement by and between Hitchcock Design, Inc., Doing Business as Hitchcock Design Group, and the Village of Brookfield, Illinois, for the Kiwanis Park Improvements Project;

VIII. Managers Report

IX. Executive Session – Litigation, Land Acquisition and Sales, Negotiations and Personnel

X. New Business, Cont'd...

- A.** Resolution 2013- 918 to Authorize the Retention of Certain Executive Session Minutes of Meetings of the Board of Trustees of the Village of Brookfield, Illinois 387652.1

XI. Adjournment

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY, JUNE 24, 2013
IN THE BROOKFIELD MUNICIPAL BUILDING**

MEMBERS PRESENT: President Kit P. Ketchmark, Trustees Michael Garvey, Nicole Gilhooley, Brian Oberhauser and C.P. Hall.

MEMBERS ABSENT: Trustee Evans and Village Clerk Catherine Colgrass-Edwards

ALSO PRESENT: Village Manager Riccardo F. Ginex, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

On Monday June 24, 2013, President Ketchmark called the Committee of the Whole Meeting to order at 7:15 P.M.

Motion by Trustee Garvey, seconded by Trustee Hall, to cancel the Committee of the Whole meeting of June 24, 2013 due to the power outage and severe storm and to transfer the agenda's discussion items to the July 8, 2013 Committee of the Whole Meeting. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

ADJOURNMENT

Motion by Trustee Gilhooley, seconded by Trustee Ryan, to adjourn the Committee of the Whole meeting of June 24, 2013 at 7:20. P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

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

/lls

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, JUNE 24, 2013
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit P. Ketchmark, Trustees Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan and C.P. Hall.

MEMBERS ABSENT: Trustee Ryan Evans and Village Clerk Catherine Colgrass- Edwards

ALSO PRESENT: Village Manager Riccardo F. Ginex, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

On Monday, June 24, 2013, President Ketchmark called the Village Board of Trustees meeting to order at 6:38 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Certificate of Achievement – Michael Hornung, Eagle Scout

Certificate of Achievement – Paul Kraus, Eagle Scout

Appointment – Brian Elwart – Beautification Committee – Term to expire 3/27/2016

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve the appointment of Brian Elwart to the Beautification Committee with a term to expire March 27, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans and Village Clerk Edwards. Oath of Office administered by Deputy Village Clerk Theresa Coady.

PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA

OMNIBUS AGENDA

Approval of Minutes: Village Board Meeting Monday, June 10, 2013; Committee of the Whole Meeting, Monday, June 10, 2013.

Motion by Trustee Garvey, seconded by Trustee Ryan, to approve the Omnibus Agenda of the Regular Village Board Meeting of June 24, 2013. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

REPORTS OF SPECIAL COMMITTEES

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

Trustee Hall informed the Board of details regarding certain expenditures.

🌀 Corporate Warrant dated June 24, 2013 - \$896,132.22

Motion by Trustee Hall, seconded by Trustee Oberhauser, to approve the Corporate Warrant dated May 27, 2013 in the amount of \$896,132.22. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

- 🌀 Business meeting:
- 🌀 After Hours: June 27, 2013 at 5:30 p.m. at the First National Bank of Brookfield.
- 🌀 Board Meeting:
- 🌀 Farmer's Market

Public Safety

- Public Safety: No report

Public Works -

- No report

Library & Conservation – Trustee Oberhauser

- Library – No report
- Conservation Commission: No meeting

Recreation – Trustee Gilhooley

- Recreation: No meeting

Special Events – Trustee Ryan

- Absent/No Report

Planning & Zoning – Trustee Garvey

Planning Commission: No Report

Zoning Commission: No Report

Administration and Beautification – Trustee Evans

- Beautification Committee: No Report

Senior Liaison – Village Clerk Edwards

- No report

Economic Development - President Ketchmark, Trustees Garvey and Ryan

- Planning, Zoning and Economic Development Committee meeting rescheduled to July 12, 2013 at 4:00 P.M.
- WCMC:
- Economic Development:
- Zoo:

NEW BUSINESS

Ordinance 2013-28 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses – St. Nikola.

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve Ordinance 2013-28 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses – St. Nikola. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Ordinance 2013-29 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses – United Moravian Society.

Motion by Trustee Oberhauser, seconded by Trustee Gilhooley, to approve Ordinance 2013-29 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses – United Moravian Society. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Ordinance – 2013-30 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S1 Liquor Licenses – United Moravian Society.

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve Ordinance – 2013-30 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S1 Liquor Licenses – United Moravian Society. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Ordinance 2013-31 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses – LaCabanita July 4th in the Park.

Motion by Trustee Ryan, seconded by Trustee Garvey, to approve Ordinance 2013-31 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses – LaCabanita July 4th in the Park. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Ordinance 2013-32 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S1 Liquor Licenses – LaCabanita July 4th in the Park.

Motion by Trustee Oberhauser, seconded by Trustee Hall, to approve Ordinance 2013-32 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S1 Liquor Licenses – LaCabanita July 4th in the Park. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Ordinance 2013-33 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S Liquor Licenses – Phil's Sports Bar – Outdoor Café.

Motion by Trustee Garvey, seconded by Trustee Hall, to approve Ordinance 2013-33 - An Ordinance Amending Chapter 3 of Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S Liquor Licenses – Phil's Sports Bar – Outdoor Café. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Resolution 2013-912 – A Resolution Authorizing the Execution of a Consulting Agreement between GCG Financial, Inc. and the Village of Brookfield, Illinois.

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve Resolution 2013-912 – A Resolution Authorizing the Execution of a Consulting Agreement between GCG Financial, Inc. and the Village of Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Resolution 2013-914 – Termination of Participation by Elected Officials in the Illinois Municipal Retirement Fund.

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve Resolution 2013-914 – Termination of Participation by Elected Officials in the Illinois Municipal Retirement Fund. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Ordinance 2013-34 - An Ordinance Approving and Adopting a Basement Flood Prevention Program for the Village of Brookfield, Illinois.

Motion by Trustee Gilhooley, seconded by Trustee Garvey, to approve Ordinance 2013-34 - An Ordinance Approving and Adopting a Basement Flood Prevention Program for the Village of Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Ordinance 2013-35 - An Ordinance Amending Section 28-37.03 Entitled "Certain Drains, Surface Water Connections to Sewer System Forbidden; Connection of Footing Drains to Sump Pumps" of Article IV Entitled "Sewers" of Chapter 28 Entitled "Water and Sewers" of the Code of Ordinances, Village of Brookfield, Illinois.

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve Ordinance 2013-35 - An Ordinance Amending Section 28-37.03 Entitled "Certain Drains, Surface Water Connections to Sewer System Forbidden; Connection of Footing Drains to Sump Pumps" of Article IV Entitled "Sewers" of Chapter 28 Entitled "Water and

Sewers” of the Code of Ordinances, Village of Brookfield, Illinois. Upon roll call, the motion carried as follows:
Ayes: Trustees Garvey, Gilhooley, Oberhauser and Ryan. Nays: Trustee Hall. Absent: Trustee Evans.

MANAGER'S REPORT

 No Report

EXECUTIVE SESSION

No Executive Session called.

ADJOURNMENT

Motion by Trustee Gilhooley, seconded by Trustee Oberhauser, to adjourn the Regular Village Board meeting of June 24, 2013 at 7:14 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

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

/lls

Corporate Warrant - 7/8/2013

From Payment Date: 6/25/2013 - To Payment Date: 7/8/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
12420	06/26/2013	Open			Accounts Payable	ISA	\$100.00		
	Invoice		Date	Description		Amount			
	613		06/26/2013	arborist recertification for Scott Morrison		\$100.00			
12421	06/26/2013	Open			Accounts Payable	Moreno & Sons Inc	\$5,500.00		
	Invoice		Date	Description		Amount			
	4754		06/26/2013	2 new basketball hoops at Gross school		\$5,500.00			
12422	06/26/2013	Open			Accounts Payable	Prism Entertainment LTD	\$3,300.00		
	Invoice		Date	Description		Amount			
	25275		06/26/2013	sound system for July 4th entertainment		\$3,300.00			
12423	06/26/2013	Open			Accounts Payable	Twilight Party Rentals, Inc.	\$579.00		
	Invoice		Date	Description		Amount			
	3249		06/26/2013	tent over stage for July 4th		\$579.00			
12424	07/02/2013	Open			Accounts Payable	Highland Yamaha	\$149.49		
	Invoice		Date	Description		Amount			
	7213		07/02/2013	battery for PD ATV		\$149.49			
12425	07/08/2013	Open			Accounts Payable	A & M Parts Inc.	\$349.78		
	Invoice		Date	Description		Amount			
	386914		07/03/2013	halogen capsule		\$19.48			
	386932		07/03/2013	relay		\$13.89			
	388264		07/03/2013	parts for #11		\$85.50			
	388353		07/03/2013	credit-return		(\$3.14)			
	388292		07/03/2013	cr-core deposit		(\$27.50)			
	389379		07/03/2013	raven blk/nitrile glv		\$15.83			
	388828		07/03/2013	relay		\$13.89			
	389700		07/03/2013	oil filters;throttle body cleaner;fuel filters		\$231.83			
12426	07/08/2013	Open			Accounts Payable	Air One Equipment, Inc.	\$174.00		
	Invoice		Date	Description		Amount			
	88271		07/03/2013	breathing air quality test		\$135.00			
	88181		07/03/2013	knob for elkhart b-100		\$39.00			
12427	07/08/2013	Open			Accounts Payable	Airgas USA, LLC	\$122.30		
	Invoice		Date	Description		Amount			
	9500100100		07/03/2013	misc purchases		\$122.30			
12428	07/08/2013	Open			Accounts Payable	Anita Richardson	\$1,800.00		
	Invoice		Date	Description		Amount			
	2013-07		07/03/2013	June adjudication hearings		\$1,800.00			
12429	07/08/2013	Open			Accounts Payable	AT&T	\$2,010.62		
	Invoice		Date	Description		Amount			
	2013-00000410		07/03/2013	708-Z14-0030		\$152.99			
	2013-00000411		07/03/2013	708-Z14-0033		\$152.99			
	2013-00000412		07/03/2013	708-Z14-0045		\$1,070.90			
	2013-00000413		07/03/2013	708-Z14-0019		\$152.99			
	2013-00000414		07/03/2013	708-485-0076		\$256.82			
	2013-00000415		07/03/2013	708-485-8121		\$223.93			

Corporate Warrant - 7/8/2013

From Payment Date: 6/25/2013 - To Payment Date: 7/8/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12430	07/08/2013	Open			Accounts Payable	Avalon Petroleum Co.	\$23,056.80		
	Invoice		Date	Description			Amount		
	14204		07/03/2013	diesel fuel			\$6,640.80		
	454707		07/03/2013	premium fuel			\$16,416.00		
12431	07/08/2013	Open			Accounts Payable	Beadle, Charles W	\$450.00		
	Invoice		Date	Description			Amount		
	71213		07/03/2013	concert @ Kiwanis Park			\$450.00		
12432	07/08/2013	Open			Accounts Payable	Brookfield True Value Hardware	\$77.89		
	Invoice		Date	Description			Amount		
	53113f		07/03/2013	fire dept purchases			\$77.89		
12433	07/08/2013	Open			Accounts Payable	BROWNING, JENNIFER	\$118.00		
	invoice		Date	Description			Amount		
	62513		07/03/2013	refund-cancelled sports camp			\$118.00		
12434	07/08/2013	Open			Accounts Payable	C.O.P.S. Testing Service, Inc.	\$300.00		
	Invoice		Date	Description			Amount		
	102607		07/03/2013	300 application packets			\$300.00		
12435	07/08/2013	Open			Accounts Payable	Call One	\$359.56		
	Invoice		Date	Description			Amount		
	61013		07/03/2013	local/long dist calls-1010-4340-0000			\$359.56		
12436	07/08/2013	Open			Accounts Payable	Case Lots, Inc.	\$98.30		
	Invoice		Date	Description			Amount		
	49377		07/03/2013	toliet paper/cleaning supplies			\$98.30		
12437	07/08/2013	Open			Accounts Payable	Cerniglia Co.	\$23,978.22		
	Invoice		Date	Description			Amount		
	5		07/03/2013	pay est 5 & final-2012 water main imprv			\$23,978.22		
12438	07/08/2013	Open			Accounts Payable	Chicago Badge & Insignia Co.	\$678.03		
	Invoice		Date	Description			Amount		
	12303		07/03/2013	badge-sgt retired			\$262.98		
	12297		07/03/2013	sgt badges & engraving			\$415.05		
12439	07/08/2013	Open			Accounts Payable	Chicago Int'l Trucks, LLC	\$426.75		
	Invoice		Date	Description			Amount		
	1029834		07/03/2013	repairs to #16			\$426.75		
12440	07/08/2013	Open			Accounts Payable	Comcast	\$12.77		
	Invoice		Date	Description			Amount		
	71613		07/03/2013	xfinity tv-8771201670009616			\$12.77		
12441	07/08/2013	Open			Accounts Payable	ComEd	\$95.27		
	Invoice		Date	Description			Amount		
	7513		07/03/2013	9001 Shields-3543076047			\$95.27		
12442	07/08/2013	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$546.87		
	Invoice		Date	Description			Amount		
	73013		07/03/2013	street lights-1-1D7Y-574			\$546.87		
12443	07/08/2013	Open			Accounts Payable	Crown Trophy	\$26.00		
	Invoice		Date	Description			Amount		
	19274		07/03/2013	2-2"x12" wood grain name plates			\$26.00		

Corporate Warrant - 7/8/2013

From Payment Date: 6/25/2013 - To Payment Date: 7/8/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12444	07/08/2013	Open			Accounts Payable	De Lage Landen Public Finance	\$2,177.00		
	Invoice		Date	Description		Amount			
	2013-00000418		07/03/2013	copier contracts		\$2,177.00			
12445	07/08/2013	Open			Accounts Payable	Door Systems	\$1,163.00		
	Invoice		Date	Description		Amount			
	777490		07/03/2013	service to door		\$1,163.00			
12446	07/08/2013	Open			Accounts Payable	EJ USA, Inc	\$1,734.25		
	Invoice		Date	Description		Amount			
	3612253		07/03/2013	8550 und 26t vlv box top		\$322.38			
	3606937		07/03/2013	misc parts		\$1,411.87			
12447	07/08/2013	Open			Accounts Payable	F.I.R.E. Personnel Testing Svc	\$3,200.00		
	Invoice		Date	Description		Amount			
	102614		07/03/2013	promotion assessment center		\$3,200.00			
12448	07/08/2013	Open			Accounts Payable	Fajdich, Carmen	\$30.00		
	Invoice		Date	Description		Amount			
	62513		07/03/2013	picnic deposit refund		\$30.00			
12449	07/08/2013	Open			Accounts Payable	FMP	\$573.99		
	Invoice		Date	Description		Amount			
	50-657213		07/03/2013	sensor #469		\$44.71			
	50-643836		07/03/2013	credit-battery core		(\$30.00)			
	50-653445		07/03/2013	parts for #469		\$559.28			
12450	07/08/2013	Open			Accounts Payable	GE Capital	\$632.53		
	Invoice		Date	Description		Amount			
	2013-00000419		07/03/2013	ricoh copiers/90136048886		\$632.53			
12451	07/08/2013	Open			Accounts Payable	Grainger	\$203.57		
	Invoice		Date	Description		Amount			
	9171811426		07/03/2013	motor,psc,1/12 hp,850 rpm		\$177.41			
	9161541793		07/03/2013	replacement eye wash bottle		\$26.16			
12452	07/08/2013	Open			Accounts Payable	Groot Industries, Inc.	\$2,600.41		
	Invoice		Date	Description		Amount			
	cr123911		07/03/2013	dumping charges		\$2,600.41			
12453	07/08/2013	Open			Accounts Payable	Hancock Engineering	\$44,045.95		
	Invoice		Date	Description		Amount			
	13-0279-1		07/03/2013	2013 misc project		\$220.00			
	13-0279-2		07/03/2013	cmap water survey		\$120.00			
	13-0279-3		07/03/2013	2012 annual water use audit form		\$240.00			
	13-0279-4		07/03/2013	flood mitigation program		\$480.00			
	13-0279-5		07/03/2013	mwrldgc stormwater mgt prog-phase II		\$120.00			
	13-0254		07/03/2013	2013 bridge inspections		\$810.00			
	13-0275		07/03/2013	Maple Ave resurfacing		\$29,140.14			
	13-0276		07/03/2013	reconstruction Grand Blvd		\$12,915.81			
12454	07/08/2013	Open			Accounts Payable	Harlem Plumbing Supply	\$568.94		
	Invoice		Date	Description		Amount			
	40504		07/03/2013	sloan 1500ll sensor		\$557.80			
	40483		07/03/2013	vb kit		\$11.14			

Corporate Warrant - 7/8/2013

From Payment Date: 6/25/2013 - To Payment Date: 7/8/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12455	07/08/2013	Open			Accounts Payable	Herrera, Graciela	\$85.00		
	Invoice		Date	Description			Amount		
	62613		07/03/2013	picnic deposit/beer/wine fee refund			\$85.00		
12456	07/08/2013	Open			Accounts Payable	Hollywood Citizens Association	\$680.00		
	Invoice		Date	Description			Amount		
	62813		07/03/2013	rental fees			\$680.00		
12457	07/08/2013	Open			Accounts Payable	Illinois Dept of Agriculture	\$25.00		
	Invoice		Date	Description			Amount		
	62413		07/03/2013	license renewal-animal control facility			\$25.00		
12458	07/08/2013	Open			Accounts Payable	Illinois Dept of Public Health	\$25.00		
	Invoice		Date	Description			Amount		
	62713		07/03/2013	ambulance inspection			\$25.00		
12459	07/08/2013	Open			Accounts Payable	Illinois EPA	\$6,000.00		
	Invoice		Date	Description			Amount		
	ILM580032		07/03/2013	annual npdes fees			\$5,000.00		
	ILR400302		07/03/2013	annual npdes fees			\$1,000.00		
12460	07/08/2013	Open			Accounts Payable	Jack's Inc.	\$98.30		
	Invoice		Date	Description			Amount		
	54785		07/03/2013	garden-brushcutter			\$98.30		
12461	07/08/2013	Open			Accounts Payable	Kara Co Inc.	\$149.40		
	Invoice		Date	Description			Amount		
	292035		07/03/2013	blue fluor paint			\$149.40		
12462	07/08/2013	Open			Accounts Payable	Kaup, Daniel	\$30.00		
	Invoice		Date	Description			Amount		
	62713		07/03/2013	cdl reimbursement			\$30.00		
12463	07/08/2013	Open			Accounts Payable	Kraiss, Carol	\$30.00		
	Invoice		Date	Description			Amount		
	62513		07/03/2013	picnic deposit refund			\$30.00		
12464	07/08/2013	Open			Accounts Payable	Kross, Kent	\$247.10		
	Invoice		Date	Description			Amount		
	7813		07/03/2013	vision care reimbursement			\$247.10		
12465	07/08/2013	Open			Accounts Payable	La Grange Materials, Inc.	\$548.55		
	Invoice		Date	Description			Amount		
	65344		07/03/2013	misc supplies			\$548.55		
12466	07/08/2013	Open			Accounts Payable	Laidlaw Transit, Inc.	\$187.00		
	Invoice		Date	Description			Amount		
	183-C-049254		07/03/2013	camp outing-rolling lanes bowling alley			\$187.00		
12467	07/08/2013	Open			Accounts Payable	Lauterbach & Amen, LLP	\$25,000.00		
	Invoice		Date	Description			Amount		
	1888		07/03/2013	audit of financial statements			\$25,000.00		
12468	07/08/2013	Open			Accounts Payable	Lawson Products, Inc.	\$41.98		
	Invoice		Date	Description			Amount		
	9301726161		07/03/2013	camo mini-mongo led flashlight			\$41.98		

Corporate Warrant - 7/8/2013

From Payment Date: 6/25/2013 - To Payment Date: 7/8/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12469	07/08/2013	Open			Accounts Payable	Lehigh Hanson	\$848.86		
	Invoice		Date	Description		Amount			
	5356169		07/03/2013	binder		\$129.68			
	5357590		07/03/2013	binder		\$259.94			
	5357226		07/03/2013	binder		\$368.62			
	5356549		07/03/2013	binder		\$90.62			
12470	07/08/2013	Open			Accounts Payable	Loyola University Medical Center	\$43.00		
	Invoice		Date	Description		Amount			
	259961800014		07/03/2013	medical test-Rojo		\$43.00			
12471	07/08/2013	Open			Accounts Payable	LumQuest Lighting	\$25,404.46		
	Invoice		Date	Description		Amount			
	brkfld-a		07/03/2013	install exterior lighting		\$25,404.46			
12472	07/08/2013	Open			Accounts Payable	M.E. Simpson Co., Inc.	\$570.00		
	Invoice		Date	Description		Amount			
	24017		07/03/2013	leak locates-9037 Bartlett, 3715 Forest		\$570.00			
12473	07/08/2013	Open			Accounts Payable	Menards-Hodgkins	\$130.43		
	Invoice		Date	Description		Amount			
	28897		07/03/2013	misc supplies		\$25.23			
	29652		07/03/2013	misc supplies		\$35.96			
	29688		07/03/2013	misc supplies		\$28.78			
	29557		07/03/2013	misc supplies		\$40.46			
12474	07/08/2013	Open			Accounts Payable	Metropolitan Mayors Caucus	\$664.23		
	Invoice		Date	Description		Amount			
	2013-231		07/03/2013	2012-13 dues		\$664.23			
12475	07/08/2013	Open			Accounts Payable	Midwest Orthopaedics at Rush	\$160.00		
	Invoice		Date	Description		Amount			
	2533		07/03/2013	preemployment screening		\$160.00			
12476	07/08/2013	Open			Accounts Payable	Mikolrac, Inc	\$600.00		
	Invoice		Date	Description		Amount			
	61313		07/03/2013	concert @ Kiwanis Park		\$600.00			
12477	07/08/2013	Open			Accounts Payable	Mobile Fastener Co.	\$102.24		
	Invoice		Date	Description		Amount			
	25155		07/03/2013	misc supplies		\$102.24			
12478	07/08/2013	Open			Accounts Payable	National Insurance Services	\$691.69		
	Invoice		Date	Description		Amount			
	2013-00000421		07/03/2013	ins adm fees		\$691.69			
12479	07/08/2013	Open			Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	Invoice		Date	Description		Amount			
	7/2013		07/03/2013	life ins premium-July 2013		\$184.00			
12480	07/08/2013	Open			Accounts Payable	NICOR	\$507.38		
	Invoice		Date	Description		Amount			
	71513		07/03/2013	svc @ 4523 Eberly		\$507.38			
12481	07/08/2013	Open			Accounts Payable	Paramedic Billing Services	\$3,057.76		
	Invoice		Date	Description		Amount			
	may2013		07/03/2013	billing svc		\$3,057.76			

Corporate Warrant - 7/8/2013

From Payment Date: 6/25/2013 - To Payment Date: 7/8/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12482	07/08/2013	Open			Accounts Payable	Pecora , Mario	\$30.00		
	Invoice		Date	Description		Amount			
	62613		07/03/2013	cdl reimbursement		\$30.00			
12483	07/08/2013	Open			Accounts Payable	Perfect Mulch Products	\$105.00		
	Invoice		Date	Description		Amount			
	19613		07/03/2013	tipping fee		\$105.00			
12484	07/08/2013	Open			Accounts Payable	Portable John, Inc.	\$160.25		
	Invoice		Date	Description		Amount			
	A-186195		07/03/2013	weekly svc @ Ehler Park		\$160.25			
12485	07/08/2013	Open			Accounts Payable	Priority Print	\$179.35		
	Invoice		Date	Description		Amount			
	20130705		07/03/2013	scratch paper		\$7.00			
	20130792		07/03/2013	personnel action reports		\$172.35			
12486	07/08/2013	Open			Accounts Payable	Purchase Power	\$2,000.00		
	Invoice		Date	Description		Amount			
	71413		07/03/2013	postage refill-8000-9090-0020-5984		\$2,000.00			
12487	07/08/2013	Open			Accounts Payable	Quarry Materials, Inc.	\$200.88		
	Invoice		Date	Description		Amount			
	46795		07/03/2013	N50		\$51.84			
	46737		07/03/2013	N50		\$79.92			
	46747		07/03/2013	N50		\$69.12			
12488	07/08/2013	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$2,751.15		
	Invoice		Date	Description		Amount			
	1312282		07/03/2013	police supplies		\$1,506.30			
	1306704		07/03/2013	police supplies		\$433.95			
	1308968		07/03/2013	police supplies		\$392.00			
	1306712		07/03/2013	police supplies		\$418.90			
12489	07/08/2013	Open			Accounts Payable	Riverside Manufacturing Co.	\$624.42		
	Invoice		Date	Description		Amount			
	5193934002		07/03/2013	shirt		\$45.54			
	5193934001		07/03/2013	shirts		\$219.86			
	5200667001		07/03/2013	shirts/trousers		\$359.02			
12490	07/08/2013	Open			Accounts Payable	Sam's Club	\$709.39		
	Invoice		Date	Description		Amount			
	2195		07/03/2013	lets win supplies		\$44.14			
	6039		07/03/2013	6 shelf storage rack		\$359.88			
	800		07/03/2013	food for Moroney's retirement bbq		\$305.37			
12491	07/08/2013	Open			Accounts Payable	SEIU National Industry Pension Fund	\$1,839.51		
	Invoice		Date	Description		Amount			
	71513		07/03/2013	monthly deposit-June 2013		\$1,839.51			
12492	07/08/2013	Open			Accounts Payable	Sign Up Sign Co.	\$180.00		
	Invoice		Date	Description		Amount			
	13162		07/03/2013	summer concerts banners		\$180.00			

Corporate Warrant - 7/8/2013

From Payment Date: 6/25/2013 - To Payment Date: 7/8/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12493	07/08/2013	Open			Accounts Payable	Special T Unlimited	\$480.00		
	Invoice		Date	Description		Amount			
	8600		07/03/2013	black polo shirts		\$480.00			
12494	07/08/2013	Open			Accounts Payable	St. Louise De Marillac Parish	\$90.00		
	Invoice		Date	Description		Amount			
	62513		07/03/2013	picnic deposit refund		\$90.00			
12495	07/08/2013	Open			Accounts Payable	Standard Equipment Co.	\$184.63		
	Invoice		Date	Description		Amount			
	C84452		07/03/2013	pipe assem alum		\$184.63			
12496	07/08/2013	Open			Accounts Payable	Staples Advantage	\$701.80		
	Invoice		Date	Description		Amount			
	3201943673		07/03/2013	file cabinet for vlg clerk		\$346.69			
	3201943676		07/03/2013	office supplies		\$113.96			
	3202355123		07/03/2013	office supplies		\$8.97			
	3202355124		07/03/2013	office supplies		\$8.97			
	3202355125		07/03/2013	office supplies		\$8.97			
	3202355126		07/03/2013	office supplies		\$54.34			
	3200622905		07/03/2013	office supplies		\$79.95			
	3200196243		07/03/2013	office supplies		\$79.95			
12497	07/08/2013	Open			Accounts Payable	Storino, Ramello & Durkin	\$17,997.74		
	Invoice		Date	Description		Amount			
	2013-00000422		07/03/2013	village legal fees		\$17,997.74			
12498	07/08/2013	Open			Accounts Payable	Suburban Laboratories, Inc.	\$1,280.00		
	Invoice		Date	Description		Amount			
	28493		07/03/2013	UCMR3 entry point;UCMR3 DSMRT		\$1,280.00			
12499	07/08/2013	Open			Accounts Payable	Theodore Polygraph Service	\$135.00		
	Invoice		Date	Description		Amount			
	3749		07/03/2013	police screening		\$135.00			
12500	07/08/2013	Open			Accounts Payable	Third Millennium Associates, Inc	\$1,104.72		
	Invoice		Date	Description		Amount			
	15884		07/03/2013	lockbox svc charges-May		\$1,104.72			
12501	07/08/2013	Open			Accounts Payable	Tifco Industries	\$330.42		
	Invoice		Date	Description		Amount			
	70862310		07/03/2013	nylon cable tie		\$77.66			
	70864477		07/03/2013	electrical terminal/mini j-case fuse handy pak		\$252.76			
12502	07/08/2013	Open			Accounts Payable	Tinnirello, Josephine	\$1,000.00		
	Invoice		Date	Description		Amount			
	61813		07/03/2013	parkway refund-4525 Maple		\$1,000.00			
12503	07/08/2013	Open			Accounts Payable	Towers Watson Pennsylvania Inc	\$4.00		
	Invoice		Date	Description		Amount			
	5938		07/03/2013	adding VOM village manager		\$4.00			
12504	07/08/2013	Open			Accounts Payable	Trugreen	\$3,934.10		
	Invoice		Date	Description		Amount			
	7568536		07/03/2013	4301 Elm		\$117.60			
	7566201		07/03/2013	4301 Elm		\$73.50			
	7322157		07/03/2013	Vernon & Congress Pk		\$264.00			

Corporate Warrant - 7/8/2013

From Payment Date: 6/25/2013 - To Payment Date: 7/8/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	7322676		07/03/2013		lawn svc at vlg locations		\$3,479.00		
12505	07/08/2013	Open			Accounts Payable	Unifirst Corporation	\$297.98		
	Invoice		Date	Description		Amount			
	883013		07/03/2013	dpw uniforms		\$148.99			
	881577		07/03/2013	dpw uniforms		\$148.99			
12506	07/08/2013	Open			Accounts Payable	Visa	\$5,309.37		
	Invoice		Date	Description		Amount			
	2013-00000423		07/03/2013	fire dept		\$83.38			
	2013-00000424		07/03/2013	administration acct		\$3,128.17			
	2013-00000425		07/03/2013	recreation acct		\$712.87			
	2013-00000426		07/03/2013	police dept		\$805.00			
	2013-00000427		07/03/2013	dept of public works		\$579.95			
12507	07/08/2013	Open			Accounts Payable	Volmut, Jamie	\$30.00		
	Invoice		Date	Description		Amount			
	62513		07/03/2013	picnic deposit refund		\$30.00			
12508	07/08/2013	Open			Accounts Payable	Westfield Ford	\$106.17		
	Invoice		Date	Description		Amount			
	135909		07/03/2013	sensor		\$106.17			
12509	07/08/2013	Open			Accounts Payable	Wieringa, Autumn	\$30.00		
	Invoice		Date	Description		Amount			
	62113		07/03/2013	picnic deposit refund		\$30.00			
Type Check Totals:							90 Transactions	\$229,146.55	
<u>EFT</u>									
96	07/03/2013	Open			Accounts Payable	IMRF	\$43,424.47		
	Invoice		Date	Description		Amount			
	2013-00000420		07/03/2013	employee/employer contributions		\$43,424.47			
97	07/03/2013	Open			Accounts Payable	Village of Brookfield	\$309,509.49		
	Invoice		Date	Description		Amount			
	2013-00000428		07/03/2013	salaries-6/21/13 p/r		\$309,509.49			
98	07/03/2013	Open			Accounts Payable	Village of Brookfield	\$11,155.77		
	Invoice		Date	Description		Amount			
	2013-00000429		07/03/2013	fica/medicare-6/21/13 p/r		\$11,155.77			
99	07/03/2013	Open			Accounts Payable	Village of Brookfield	\$392.51		
	Invoice		Date	Description		Amount			
	2013-00000430		07/03/2013	payroll-sui-6/21/13 p/r		\$392.51			
Type EFT Totals:							4 Transactions	\$364,482.24	

PFC - PUBLIC FUND CHECKING Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$229,146.55	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$229,146.55	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount

Corporate Warrant - 7/8/2013

From Payment Date: 6/25/2013 - To Payment Date: 7/8/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open		\$364,482.24	\$0.00	
					Reconciled		\$0.00	\$0.00	
					Voided		\$0.00	\$0.00	
					Total		\$364,482.24	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	94	\$593,628.79	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	94	\$593,628.79	\$0.00	
Grand Totals:									
					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	90	\$229,146.55	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	90	\$229,146.55	\$0.00	
					EFTs				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	4	\$364,482.24	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	4	\$364,482.24	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	94	\$593,628.79	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	94	\$593,628.79	\$0.00	

RESOLUTION NO. R - 2013 - 915

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL LAND SURVEYING SERVICES AGREEMENT BY AND BETWEEN
SCHOMIG LAND SURVEYORS, LTD. AND THE VILLAGE OF BROOKFIELD,
ILLINOIS, FOR THE KIWANIS PARK IMPROVEMENTS PROJECT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 8TH DAY OF JULY 2013

RESOLUTION NO. R - 2013 - 915

RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL LAND SURVEYING SERVICES AGREEMENT BY AND BETWEEN SCHOMIG LAND SURVEYORS, LTD. AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE KIWANIS PARK IMPROVEMENTS PROJECT

WHEREAS, the corporate authorities of the Village of Brookfield (the "Village") have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for professional land surveying services for the Kiwanis Park Improvements Project (the "Project");

WHEREAS, the Village has received a proposal from Schomig Land Surveyors, Ltd. to provide professional land surveying services for the Project; in an amount not to exceed Thirteen Thousand and No/100 Dollars (\$13,000.00);

WHEREAS, in the opinion of a majority of the corporate authorities, the Village has a satisfactory relationship with Schomig Land Surveyors, Ltd. and has negotiated a satisfactory agreement for the furnishing of professional land surveying services for the Project;

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Professional Land Surveying

Services Agreement by and between the Village and Schomig Land Surveyors, Ltd. to supply professional land surveying services for the Project;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a Professional Land Surveying Services Agreement by and between the Village and Schomig Land Surveyors, Ltd. to supply professional land surveying services for the Project to the Village, a copy of which Professional Land Surveying Services Agreement is attached hereto marked as Exhibit "A."

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk to attest, on behalf of the Village, the Professional Land Surveying Services Agreement by and between the Village and Schomig Land Surveyors, Ltd. to supply professional land surveying services for the Project to the Village.

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

Section 4: This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 8th day of July 2013 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 8th day of July 2013

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

ATTESTED and filed in my office,
this 8th day of July 2013.

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

Exhibit "A"

**Professional Land Surveying Services Agreement by and between
Schomig Land Surveyors, Ltd. and the Village of Brookfield**

AGREEMENT
between the
VILLAGE OF BROOKFIELD, ILLINOIS,
and
SCHOMIG LAND SURVEYORS, LTD.
for the furnishing of
PROFESSIONAL LAND SURVEYING SERVICES
for the
PREPARATION OF A BOUNDARY SURVEY AND A TOPOGRAPHICAL SURVEY OF
KIWANIS PARK

This agreement, hereinafter referred to as the “Agreement,” made and entered into by and between the Village of Brookfield, Illinois, an Illinois municipal corporation, hereinafter referred to as the “Village,” and Schomig Land Surveyors, Ltd., an Illinois corporation, located at 909 East 31st Street, LaGrange Park, Illinois 60526, hereinafter referred to as the “Surveyor,” for professional land surveying services for the preparation of a boundary survey and a topographical survey of Kiwanis Park, hereinafter referred to as the “Project,” in Brookfield, Illinois.

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

1. Scope of Services. The Surveyor shall perform the following services (hereinafter referred to as the “Services”):

1.01 Boundary Survey.

1.01.01. Prepare a boundary survey as defined in subsection (b) of the Minimum Standards of Practice set forth in 68 Illinois Administrative Code, Section 1270.56., to include the area designated by Edwin Hancock Engineering Company in their electronic mail of June 4, 2013, and include the items listed by Steve Konters under Property Ownership, including, but not limited to, the following:

1.01.01.01. A staked survey of the lot according to Minimum Standards of Practice.

1.01.01.02. The depiction of easements/building lines as disclosed by the Plat of Subdivision and any other information provided.

1.01.01.03. Location of any utility lines as observed and based on maps provided to the surveyor by the Village.

1.01.01.04. Location of above-ground permanent improvements, i.e., buildings, fences, sheds, ball fields, etc.

1.01.01.05. Location of apparent boundary lines and right-of-way lines.

1.01.01.06. Locate pathways north of survey area identified (to Washington).

1.01.01.07. Auto-cad version of plat, if required.

1.02 Topographic Survey.

1.02.01. Prepare a topographical survey as defined in subsection (b) of the Minimum Standards of Practice set forth in 68 Illinois Administrative Code, Section 1270.56., to include the area designated by Edwin Hancock Engineering Company in their electronic mail of June 4, 2013 and include the items listed by Steve Konters under Property Ownership, including, but not limited to, the following:

1.02.01.01. A FEMA datum benchmark.

1.02.01.02. Contours at 1-foot intervals, using a 50-foot grid for ground.

1.02.01.03. High and low points with spot elevations.

1.02.01.04. Hardscape items and structures including, but not limited to, all curbs, paving, walkways, walls, fencing, gates, light fixtures, and street signs.

1.02.01.05. Buildings that fall within the survey area including building corners, entryways and utility boxes.

1.02.01.06. All trees of 6" caliper or greater to be surveyed. All trees surveyed to have a numbered metal tag attached to the north side of each tree at +/- 5'-0" above grade. Tree size, location, elevation and tag number to be noted on survey.

1.02.01.07. Outline of shrub and small tree masses.

1.02.01.08. East edge of water, top and bottom of slope, normal water line.

1.02.01.09. 10-year and 100-year flood elevation and limits.

1.02.01.10. If staked and identified by others – location of wetland stakes.

1.02.01.11. Two benchmarks to be located within 100 feet of survey limit line.

1.02.01.12. Based on observed evidence or utility maps provided to surveyors, water, sanitary sewer, storm sewer, telephone, electric, cable and gas, street lighting, etc. Identify size, type, invert elevations of pipes, and rim elevations of structures.

1.02.01.13. Other above-ground utility structures.

1.02.02. No title, easement or underground utility search is included in this contract. However, if the Village supplies the Surveyor with utility maps or with Village map information, these items shall be added to the Topographical Survey. The Village should supply the legal description and easement information for the property to be surveyed. If a legal description is not provided, the Surveyor will compose an apparent legal description based on information provided. The legal description shall be reviewed and confirmed by the village. The Surveyor does not guarantee actual ownership of property, based on a legal description written on apparent ownership.

1.03 Location of Salt Creek.

1.03.01. If requested in writing by the Village, prepare a survey of the location of the west line of Salt Creek west and northwest of the project area, to be done as a winter survey project and based upon completion of items 1.01 and 1.02 above.

2. Commencement and Completion of Services.

2.01. Commencement. The Surveyor shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the Village, within seven (7) calendar days after the execution of this Agreement.

2.02. Completion of Services. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Surveyor, the Surveyor shall complete the boundary survey to be performed under this Agreement within three (3) working days. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Surveyor, the Surveyor shall complete the topographic survey to be performed under this Agreement within eight (8) working days. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Surveyor, the Surveyor shall complete the all the Services to be performed under this Agreement in a prompt and timely manner within thirty (30) calendar days. Surveyor acknowledges that time is of the essence of this Agreement and in the performance and completion of the Surveyor's Services.

3. Additional Services. Unless otherwise mutually agreed between the Village and the Surveyor, additional services beyond the scope of the Services above listed, requested in writing by the Village, shall be performed by the Surveyor in accordance with the hourly rates contained in the attached "Exhibit B - Surveying Service Fees."

4. Legal Responsibility.

4.01. Standard of Care. Notwithstanding any other provision herein, the Surveyor shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The Surveyor shall be responsible for the performance of persons retained by the Surveyor. Its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to perform their duties properly.

5. Professional Fees. The Village shall pay the Surveyor for the performance of the Services a fee as follows:

Scope of Services		
<u>Item Number</u>	<u>Description</u>	<u>Fee</u>
1.01.	Boundary Survey (when performed in conjunction with a topographical survey)	\$3,500.00
1.02.	Topographic Survey	\$9,500.00
	Total Professional Fees	\$13,000.00
1.03.	Location of Salt Creek (If requested in writing by the Village)	\$2,500.00

The Surveyor's Total Professional Fees shall not exceed \$13,000.00 without prior written approval by the Village.

6. Reimbursable Expenses. The Surveyor's reimbursable expenses are included in the

Surveyor's Total Professional Fees listed above.

7. **Change Orders.** The Village shall have the authority by written change order to make additions and deletions to the Services. The Surveyor's compensation for additions and deletions to the Services shall be mutually agreed upon between the Village and the Surveyor prior to commencement of the services.

8. **Payments.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*). The Village may withhold payments, in whole or in part, for a material breach of the Agreement, including, but not limited to, the Surveyor's failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this Agreement.

9. **Insurance Requirements.** The Surveyor shall procure and maintain for the duration of the Agreement insurance against claims for errors and omissions and for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services by the Surveyor, its agents, representatives, employees or subcontractors.

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

9.01.01. Insurance Services Office Commercial General Liability occurrence from CG 0001 (Ed. 11/85); and

9.01.02. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; or ISO form number CA 0001 (Ed. 12/90); and

9.01.03. Professional Liability policy; and

9.01.04. Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

9.02. Minimum Limits of Insurance. Surveyor shall maintain limits no less than:

9.01.01. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$2,000,000 per person per aggregate;

9.01.02. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

9.01.03. Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability;

9.01.04. Worker's Compensation and Employers' Liability: Worker's Compensation

limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

9.03. 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 Surveyor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

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

9.04.01. Commercial General Liability and Automobile Liability Coverages.

9.04.01.01. The Village, its officials, employees and volunteers are to be covered as insureds with respect to liability arising out of Services performed by or on behalf of the Surveyor as well as equipment procured, owned, leased, hired or borrowed by the Surveyor. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers.

9.04.01.02. The Surveyor's insurance coverage shall be primary insurance with respect to the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be in excess of the Surveyor's insurance and shall not contribute with it.

9.04.01.03. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.

9.04.01.04. Coverage shall state that the Surveyor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

9.04.02. Worker's Compensation and Employers' Liability Coverage.

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from Services performed by the Surveyor for the Village.

9.04.03. All Coverages. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, 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.

9.04.04. Acceptability of Insurers.

9.04.04.01. The insurance carrier used by the Surveyor shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois;

9.04.04.02. The Surveyor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, 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 Services commence. The Village reserves the right to request full, certified copies of the insurance policies.

10. Confidentiality.

10.01. It is anticipated that the Village will disclose to Surveyor certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential (“Confidential Information”). The disclosure of Confidential Information shall not be construed to grant to the Surveyor any ownership or other proprietary interest in the Confidential Information. The Surveyor does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Surveyor shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Surveyor 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 Surveyor shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Village or the Surveyor with a need to know for purposes of the performance of the Services hereunder. The Surveyor acknowledges that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by the Surveyor without the Village’s express authorization would be harmful and damaging to the Village’s interests:

10.01.01. 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 which are not otherwise known to the public.

10.01.02. All information relating to the Services being performed by the Surveyor under this Agreement regardless of its type or form that is not known to the

public.

10.01.03. All plans, drawings, specifications of any Village facility.

10.01.04. Financial information, emergency response and homeland security information and law enforcement records that are not known to the public.

10.01.05. Law enforcement reports and records.

10.01.06. All information provided to the Surveyor by the Village pursuant to the terms of this Agreement.

10.02. This itemization of Confidential Information is not exclusive, as 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, electronic memory, 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 the Surveyor’s wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

10.03. All books, papers, records, lists, files, forms, reports, 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 Surveyor 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 are the exclusive property of the Village.

10.04. The Surveyor shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which Surveyor can demonstrate by clear and convincing evidence: (a) was rightfully in the Surveyor’s possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by Surveyor from a third party without an obligation of confidentiality; or (d) is independently developed by the Surveyor; or (e) is disclosed under operation of law, governmental regulation, or court order, provided the Surveyor first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

10.05. Upon termination of this Agreement or earlier at the Village’s request at any time, the Surveyor shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

10.06. 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.

11. Work Made for Hire.

11.01. All work product created or developed hereunder including, but not limited to, specifications, reports and any other documents prepared by Surveyor in connection with any or all of the Services delivered to the Village is for the use of and shall be the exclusive property of the Village. 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 Surveyor relating in any manner to the Services performed by Surveyor or by anyone else and used by Surveyor in performance of the Services shall be a “work made for hire” as defined by the laws of the United States regarding copyrights.

11.02. The Surveyor hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the Services including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. Surveyor grants permission to the Village to register the copyright and other rights in the Services in the Village’s name. The Surveyor 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 Surveyor further grants to the Village full, complete and exclusive ownership of the Services. The Surveyor shall not use the Services for the benefit of anyone other than the Village, without the Village’s prior written permission. Upon completion of the Services or other termination of this Agreement, the Surveyor shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. The Surveyor irrevocably and unconditionally waives all rights in all such Services products. The Surveyor warrants that all work product of the Surveyor will be original, except as otherwise agreed in writing with the Village.

11.03. In the event that the Village provides the Surveyor with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and the Surveyor shall immediately deliver all such materials, equipment and property to the Village at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

12. Record Retention. The Surveyor shall maintain its records relating to the performance of the Agreement 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 Surveyor shall be available for review and audit by the Village. The Surveyor shall cooperate 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 Surveyor to maintain the books, records and supporting documents required by this section or the failure by the Surveyor 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.

13. Equal Employment Opportunity.

13.01. In the event of the Surveyor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Surveyor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement 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. During the performance of this contract, the Surveyor agrees as follows:

13.01.01. That the Surveyor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

13.01.02. That, if the Surveyor hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Surveyor may reasonably recruit; and the Surveyor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

13.01.03. That, in all solicitations or advertisements for employees placed by the Surveyor or on the Surveyor's behalf, the Surveyor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry,

citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

13.01.04. That the Surveyor will send to each labor organization or representative of workers with which the Surveyor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Surveyor's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Surveyor in the Surveyor's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Surveyor will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

13.01.05. That the Surveyor will 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 Illinois Department of Human Rights' Rules and Regulations.

13.01.06. That the Surveyor will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

13.01.07. That the Surveyor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Surveyor will be liable for compliance with applicable provisions of this clause by subcontractors; 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 with the provisions. In addition, the Surveyor 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.

14. Prohibition of Segregated Facilities. The Surveyor will 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" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national

origin because of habit, local custom, or otherwise. The Surveyor shall (except where it 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 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 that the Surveyor will retain such certifications in its files.

15. Sexual Harassment Policy. The Surveyor has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

16. Certifications. The Surveyor shall submit to the Village a certification that the Surveyor, its shareholders holding more than five (5%) percent of the outstanding shares of the corporation, its officers and directors are:

16.01. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

16.02. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totalling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

16.03. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

16.04. Not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official in violation of the Village Code, Title 1, Chapter 17, Section 9-2.

Additionally, that:

16.05. The Surveyor is not delinquent in any obligation to the Illinois Department of Employment Security.

16.06. The Surveyor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

16.07. 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 Surveyor; or, if the Surveyor'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 Surveyor, 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 the Surveyor, the Surveyor has disclosed to the Village in writing the name(s) of the holder of such interest.

16.08. 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 Surveyor in violation of Chapter 2, Article XIX of the Code of Ordinances, Village, Illinois;

16.09. The Surveyor 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 Chapter 2, Article XIX of the Code of Ordinances, Village, Illinois;

16.10. The Surveyor is not in violation of Title 1, Chapter 14, Section 2 of the Village Code by an officer or employee of the Village having 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 Surveyor.

16.11. The Surveyor is not in violation of Title 1, Chapter 14, Section 2 or Title 1, Chapter 17, Section 9-3 of the Village Code by the Surveyor having 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.

16.12. Neither the Surveyor 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 Surveyor 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 Surveyor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Surveyor shall so notify the Village in writing within seven (7) days.

17. Assignment of Contract. The Surveyor acknowledges that the Village is induced to enter into this Agreement by, among other things, the professional qualifications of the Surveyor. This

Agreement is exclusive between the Village and the Surveyor. This Agreement or any right or obligations hereunder may not be assigned by the Surveyor, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Surveyor for any reason.

18. Appropriation. 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. 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 Surveyor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding. This Agreement shall remain in full force and effect until terminated by the Village or the Surveyor as provided herein.

19. Indemnification. The Surveyor shall defend, indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, reasonable costs and expenses, which may in anyway accrue against the Village, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful misconduct in performance of these Services by the Surveyor, 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. The Surveyor 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, employees and volunteers, in any such action, the Surveyor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Surveyor 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 Surveyor 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.

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

20. Conflict of Interest. The Surveyor, during the period commencing upon the execution of this Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the Village or any Surveyor, subcontractor or material supplier performing work or supplying material to the Village without the express written consent of the Village.

21. Notices. Written notices between Village and Surveyor shall be deemed sufficiently given

after being placed in the United States mail, registered or certified, postage pre-paid or by overnight delivery service, addressed to the above parties as follows:

21.01. If to the Village:

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

21.02. If to Surveyor:

Schomig Land Surveyors, Ltd.
909 East 31st Street
LaGrange Park, Illinois 60526
Attn: Russell W. Schomig, President

21.03. 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.

22. Entire Agreement. This agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Surveyor. This Agreement is executed that day and year first written above.

23. Suspension of Services. The Village may, at any time, by written notice to the Surveyor (Suspension of Services Notice) require the Surveyor to stop all, or any part, of the services required by this Agreement. Upon receipt of such notice, the Surveyor shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such notice. The Village shall pay the Surveyor for the services performed by the Surveyor up to the date of receipt of the Suspension of Services Notice. The Surveyor may suspend its services if the Village fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) provided, however, that the Surveyor notifies the Village in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed suspension date and provided further that the Village shall have the right to cure any default within said notification period.

24. Termination of Agreement.

24.01. This Agreement may be terminated by the Village by notifying the Surveyor in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date. In such event, the Surveyor shall be paid for any and all services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the services performed. This Agreement may be terminated by the Surveyor if the Village fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et*

seq.), provided, however, that the Surveyor notifies the Village in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed termination date and provided further that the Village shall have the right to cure any default within said notification period.

21.02. This Agreement additionally may be terminated by the Village upon written notice to the Surveyor, 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:

21.02.01. If the Surveyor 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 Surveyor 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;

21.02.02. If a petition is filed against the Surveyor 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 Surveyor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

21.02.03. If the Surveyor makes a general assignment for the benefit of creditors;

21.02.04. If a trustee, receiver, custodian or agent of the Surveyor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Surveyor 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 Surveyor's creditors;

21.02.05. If the Surveyor admits in writing an inability to pay its debts generally as they become due.

Upon termination, the Surveyor shall deliver to the Village, copies of partially completed drawings, specifications, partial and completed estimates, reports 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 Surveyor 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 Surveyor.

22. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

23. Compliance with Laws. The Surveyor will comply with all laws, codes, ordinances and regulations that are in effect as of the date of this Agreement. The Surveyor 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 Services, and all such orders or enactments as exist at the present, 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 Surveyor 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 Surveyor or anyone subject to the control of the Surveyor.

24. Waiver of Breach. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

25. Obligations Survive. The obligations or duties imposed upon the Surveyor under the Agreement shall survive any termination or closeout of the Agreement.

26. Successors and Assigns. The Village and the Surveyor each binds itself, its partners, successors and assigns and legal representative to other party hereto and the partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

27. Independent Surveyor. The Surveyor is an independent contractor and in providing its services under this Agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the Agreement.

28. Professional Surveyor. The Surveyor shall be licensed as a professional surveyor by the Department of Financial and Professional Regulation, State of Illinois.

29. Applicable State Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the Circuit Court of Cook County, Illinois.

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 Surveyor, this ____ day of _____ 2013.

Schomig Land Surveyors, Ltd.

By _____
Russell W. Schomig, PLS, President

ATTEST:

By _____
William K. Schomig, Secretary

Executed by the Village, this ____ day of _____ 2013.

Village of Brookfield

By _____
Kit P. Ketchmark, Village President

ATTEST:

By _____
Catherine Colgrass-Edwards, Village Clerk

EXHIBIT "A"

SURVEYING SERVICES FEES

<u>Labor Class</u>	<u>Per Hour</u>
Professional Land Surveyor	\$175.00
Field Crew	\$150.00
CAD Technician	\$75.00

EXHIBIT "B"
SURVEYOR'S CERTIFICATION

I, Russell W. Schomig, hereby certify that I am the President of Schomig Land Surveyors, Ltd. (the "Surveyor") and as such hereby represent and warrant to the Village of Brookfield as a condition of any agreement with the Village of Brookfield, Illinois, that the Surveyor, its shareholders holding more than five (5%) percent of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or 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 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;
4. Not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official in violation of the Village Code, Title1, Chapter 17, Section 9-2.

In addition, the Surveyor hereby represents and warrants to the Village of Brookfield, Illinois, as a condition of any agreement with the Village of Brookfield, Illinois, that the Surveyor:

1. Is not delinquent in any obligation to the Illinois Department of Employment Security.
2. Maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Surveyor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement;
 - b. 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;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The Surveyor'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 Subsection 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 Village within ten (10) days after receiving notice under Paragraph A.3(b) from an 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.
3. Certifies 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 any interest in the Surveyor; or, if the Surveyor'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 Surveyor, 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 the Surveyor, the Surveyor has disclosed to the Village in writing the name(s) of the holder of such interest.
 4. Certifies 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 Surveyor in violation of Section 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois;
 5. 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 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois;

- 6. 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 Surveyor 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 Surveyor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Surveyor shall so notify the Village in writing within seven (7) days.

Dated: July ____, 2013

Surveyor: Schomig Land Surveyors, Ltd.

By: _____
Russell W. Schomig, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Russell W. Schomig, known to me to be the President of Schomig Land Surveyors, Ltd. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed and as the authorized free act and deed of Schomig Land Surveyors, Ltd.

Dated: July ____, 2013

Notary Public

RESOLUTION NO. R - 2013 - 916

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN
EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF
BROOKFIELD, ILLINOIS, FOR THE KIWANIS PARK IMPROVEMENTS PROJECT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 8TH DAY OF JULY 2013

RESOLUTION NO. R - 2013 - 916

RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE KIWANIS PARK IMPROVEMENTS PROJECT

WHEREAS, the corporate authorities of the Village have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for professional engineering services for the Kiwanis Park Improvements Project (the "Project");

WHEREAS, the Village has received a proposal from Edwin Hancock Engineering Company to provide professional engineering services for the Project; in an amount not to exceed Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00);

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield (the "Village"), the Village has a satisfactory relationship with Edwin Hancock Engineering Company and has negotiated a satisfactory agreement for the furnishing of professional engineering services for the Project;

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Professional Engineering Services

Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional engineering services for the Kiwanis Park Improvements Project;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a Professional Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional engineering services for the Kiwanis Park Improvements Project to the Village, a copy of which Professional Engineering Services is attached hereto marked as Exhibit "A."

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk to attest, on behalf of the Village, the Professional Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional engineering services for the Kiwanis Park Improvements Project to the Village.

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

Section 4: This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 8th day of July 2013 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 8th day of July 2013

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

ATTESTED and filed in my office,
this 8th day of July 2013.

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

Exhibit "A"

**Professional Engineering Services Agreement by and between
Edwin Hancock Engineering Company and the Village of Brookfield**

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
KIWANIS PARK IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

July, 2013

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
KIWANIS PARK IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

THIS Agreement, made and entered into between the Village of Brookfield, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the design engineering required for the Kiwanis Park Improvements Project in the Village of Brookfield, Illinois.

The general scope of the improvements shall be that as shown on the attached Schematic Plan – Phase I as prepared by Hitchcock Design Group (HDG).

Design Engineering shall include confirming stormwater and permitting requirements, reviewing site survey prepared by others, reviewing preliminary grading plans and bioswale and permeable paver design as prepared by HDG, designing final site grading and stormwater utilities, developing Storm Water Pollution Prevention Plan, preparing specifications for earthwork and storm sewer items, assisting with the preparation of estimates of costs, attending up to two (2) design review meetings, preparing necessary permit applications, and performance of other necessary engineering services outlined in Section A.I. of this Agreement.

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

A. **THE ENGINEER AGREES; upon authorization by the VILLAGE;**

1. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Confirming permitting requirements.
 - b. Reviewing site survey prepared by others.
 - c. Reviewing preliminary grading plans as prepared by HDG.
 - d. Reviewing bioswale and permeable paver design as prepared by HDG.
 - e. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements. We anticipate that a MWRD permit and an NPDES permit will be necessary. The bioswale and permeable paver work may require a joint permit from the U.S. Army Corps of Engineers (USCOE), The Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR) and the Illinois Environmental Protection Agency (IEPA).
 - f. Preparing final site grading and stormwater utility plans.
 - g. Developing a Storm Water Pollution Prevention Plan.
 - h. Preparing specifications for earthwork and storm sewer related items to be incorporated into specifications booklet prepared by HDG.
 - i. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - j. Assisting with the preparation of estimates of costs.
 - k. Attending up to two (2) design review meetings.

2. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

1. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. To pay the ENGINEER as compensation for all engineering services performed as stipulated in above Sections A.1. and A.2. a sum of money not to exceed Thirteen Thousand Five Hundred and no/100 Dollars (\$13,500.00), unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the Agreement.
 - b. For any related work requested of the ENGINEER that is outside the scope of this Agreement, and for the purpose of determining progress payments prior to final payment of the total fee, the costs for the engineering services rendered shall be determined by the attached Schedule of Hourly Rates.
2. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 - a. During the progression of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed for engineering services shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of the services rendered less all previous payments made to the ENGINEER.
 - b. Upon completion of construction of the improvement and all of the ENGINEER'S obligations under this Agreement, One Hundred Percent (100%) of the total Engineering Fee, less progress payments previously made, shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED;

1. That this Agreement may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. Village assumes all responsibility and releases ENGINEER from any liability arising from the Village's use of partially completed drawings, specifications or other work product prepared by Engineer or for any reuse of ENGINEER's work product on another project.
2. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
3. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
4. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
5. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2013

VILLAGE OF BROOKFIELD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Kit Ketchmark, Village President

ATTEST:

By _____
Catherine Colgrass-Edwards, Village Clerk

(SEAL)

Executed by the ENGINEER, this

1st day of July, 2013

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By Derek Treichel
Derek Treichel, P.E., President

ATTEST:

By Mark Lucas
Mark Lucas, Vice President



GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

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

c. Deductibles and Self-Insured Retentions

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

d. **Other Insurance Provisions**

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

(1) **General Liability and Automobile Liability Coverages**

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **All Coverages**

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

e. **Acceptability of Insurers**

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

f. **Verification of Coverage**

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

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which

may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.

3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;

- d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
 10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
 11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
 12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
 13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
 14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
 15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
 16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the

Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

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

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

- property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
 26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF BROOKFIELD
8820 Brookfield Avenue, Illinois 60513
Attn: Rick Ginex, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9933 Roosevelt Road
Westchester, Illinois 60154
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
 27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
 28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
 29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
 30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
 31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects

comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;

- (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the VILLAGE, in that no Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
 - j. in compliance with the Code of Ordinances of the VILLAGE, in 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 ENGINEER.

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
KIWANIS PARK IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

July, 2013

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
KIWANIS PARK IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

THIS Agreement, made and entered into between the Village of Brookfield, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the design engineering required for the Kiwanis Park Improvements Project in the Village of Brookfield, Illinois.

The general scope of the improvements shall be that as shown on the attached Schematic Plan – Phase I as prepared by Hitchcock Design Group (HDG).

Design Engineering shall include confirming stormwater and permitting requirements, reviewing site survey prepared by others, reviewing preliminary grading plans and bioswale and permeable paver design as prepared by HDG, designing final site grading and stormwater utilities, developing Storm Water Pollution Prevention Plan, preparing specifications for earthwork and storm sewer items, assisting with the preparation of estimates of costs, attending up to two (2) design review meetings, preparing necessary permit applications, and performance of other necessary engineering services outlined in Section A.I. of this Agreement.

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

A. **THE ENGINEER AGREES; upon authorization by the VILLAGE;**

1. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Confirming permitting requirements.
 - b. Reviewing site survey prepared by others.
 - c. Reviewing preliminary grading plans as prepared by HDG.
 - d. Reviewing bioswale and permeable paver design as prepared by HDG.
 - e. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements. We anticipate that a MWRD permit and an NPDES permit will be necessary. The bioswale and permeable paver work may require a joint permit from the U.S. Army Corps of Engineers (USCOE), The Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR) and the Illinois Environmental Protection Agency (IEPA).
 - f. Preparing final site grading and stormwater utility plans.
 - g. Developing a Storm Water Pollution Prevention Plan.
 - h. Preparing specifications for earthwork and storm sewer related items to be incorporated into specifications booklet prepared by HDG.
 - i. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - j. Assisting with the preparation of estimates of costs.
 - k. Attending up to two (2) design review meetings.

2. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

1. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. To pay the ENGINEER as compensation for all engineering services performed as stipulated in above Sections A.1. and A.2. a sum of money not to exceed Thirteen Thousand Five Hundred and no/100 Dollars (\$13,500.00), unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the Agreement.
 - b. For any related work requested of the ENGINEER that is outside the scope of this Agreement, and for the purpose of determining progress payments prior to final payment of the total fee, the costs for the engineering services rendered shall be determined by the attached Schedule of Hourly Rates.
2. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 - a. During the progression of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed for engineering services shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of the services rendered less all previous payments made to the ENGINEER.
 - b. Upon completion of construction of the improvement and all of the ENGINEER'S obligations under this Agreement, One Hundred Percent (100%) of the total Engineering Fee, less progress payments previously made, shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED;

1. That this Agreement may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. Village assumes all responsibility and releases ENGINEER from any liability arising from the Village's use of partially completed drawings, specifications or other work product prepared by Engineer or for any reuse of ENGINEER's work product on another project.
2. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
3. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
4. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
5. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2013

VILLAGE OF BROOKFIELD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Kit Ketchmark, Village President

ATTEST:

By _____
Catherine Colgrass-Edwards, Village Clerk

(SEAL)

Executed by the ENGINEER, this

1st day of July, 2013

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By Derek Treichel
Derek Treichel, P.E., President

ATTEST:

By Mark Lucas
Mark Lucas, Vice President



GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

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

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which

may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.

3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;

- d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
 10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
 11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
 12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
 13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
 14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
 15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
 16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the

Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

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

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

property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF BROOKFIELD
8820 Brookfield Avenue, Illinois 60513
Attn: Rick Ginex, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9933 Roosevelt Road
Westchester, Illinois 60154
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects

comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;

- (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the VILLAGE, in that no Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
 - j. in compliance with the Code of Ordinances of the VILLAGE, in 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 ENGINEER.

RESOLUTION NO. R - 2013 - 917

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT BY
AND BETWEEN HITCHCOCK DESIGN, INC. DOING BUSINESS AS HITCHCOCK
DESIGN GROUP AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE
KIWANIS PARK IMPROVEMENTS PROJECT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 8TH DAY OF JULY 2013

RESOLUTION NO. R - 2013 - 917

RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT BY AND BETWEEN HITCHCOCK DESIGN, INC. DOING BUSINESS AS HITCHCOCK DESIGN GROUP AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE KIWANIS PARK IMPROVEMENTS PROJECT

WHEREAS, the corporate authorities of the Village of Brookfield (the "Village") have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for professional landscape architectural services for the Kiwanis Park Improvements Project (the "Project");

WHEREAS, the Village has received a proposal from Hitchcock Design, Inc., doing business as Hitchcock Design Group, to provide professional landscape architectural services for the Project; in an amount not to exceed Forty-Eight Thousand Seven Hundred and 00/100 Dollars (\$48,700.00);

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, the Village has a satisfactory relationship with Hitchcock Design, Inc., doing business as Hitchcock Design Group, and has negotiated a satisfactory agreement for the furnishing of professional landscape architectural services for the Project;

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Professional Landscape Architectural Services Agreement by and between the Village and Hitchcock Design, Inc., doing business as Hitchcock Design Group, to supply professional landscape architectural services for the Project;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a Professional Landscape Architectural Services Agreement by and between the Village and Hitchcock Design, Inc., doing business as Hitchcock Design Group, to supply professional landscape architectural services for the Project to the Village, a copy of which Professional Landscape Architectural Services is attached hereto marked as Exhibit "A."

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk to attest, on behalf of the Village, the Professional Landscape Architectural Services Agreement by and between the Village and Hitchcock Design, Inc., doing business as Hitchcock Design Group, to supply professional landscape architectural services for the Kiwanis Park Improvements Project to the Village.

Section 4: This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 8th day of July 2013 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 8th day of July 2013

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

ATTESTED and filed in my office,
this 8th day of July 2013.

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

Exhibit "A"

**Professional Landscape Architectural Services Agreement by and between
Hitchcock Design, Inc., doing business as Hitchcock Design Group, and the
Village of Brookfield**

AGREEMENT
between the
VILLAGE OF BROOKFIELD, ILLINOIS
and
HITCHCOCK DESIGN, INC. DOING BUSINESS AS HITCHCOCK DESIGN GROUP
for the furnishing of
PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES
for the
KIWANIS PARK IMPROVEMENTS

This agreement, hereinafter referred to as the “Agreement,” made and entered into by and between the Village of Brookfield, Illinois, an Illinois municipal corporation, hereinafter referred to as the “Village,” and Hitchcock Design, Inc. doing business as Hitchcock Design Group, an Illinois corporation, located at 221 West Jefferson Avenue, Naperville, Illinois 60540, hereinafter referred to as the “Landscape Architect,” for professional landscape architectural and electrical engineering services for final design and construction phase services for the Kiwanis Park Improvements, hereinafter referred to as the “Project,” in Brookfield, Illinois.

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

1. Project Description. The Village is the recipient of a 2012 Open Space Land Acquisition and Development Grant from the Illinois Department of Natural Resources for improvements to Kiwanis Park in the Village. The Kiwanis Park proposed improvements include disc golf, a multi-use trail system, fitness circuit, baggo, sand volleyball, nature-based play area, band shell, permeable paving and bioswale feature, horse shoe pits, education stations with interpretive signage, basketball court and picnic area improvements. The proposed improvements are within a sensitive oak savannah and will be located to minimize impacts and increase visitor’s appreciation. Edwin Hancock Engineering Company, through a separate contract with the Village, will provide the required civil engineering, including final grading and any regulatory agency approvals or permitting.

The Landscape Architect shall provide electrical engineering to provide updated electrical calculations, design, engineering and distribution for the new band shell’s power needs. The Landscape Architect shall obtain pricing for the necessary soil borings and geotechnical report including one beneath the band shell for footing design and four within the path area to understand topsoil depth. The Landscape Architect shall present the pricing to the Village for consideration by the Village’s board of trustees. Geotechnical engineering may be provided by the Landscape Architect or may be a separate contract directly with the Village.

The Village will provide a topographic survey of the project limits for the Landscape Architect’s use.

Design Development will occur within the month of July, concluding with a presentation of the plans to the Village’s board of trustees for approval in late July or early August. Following approval of the design by the Village’s board of trustees, the Landscape Architect shall prepare construction

documentation. The bid opening shall be scheduled in late September 2013. Construction of the improvements shall be schedule for October 2013.

2. Scope of Services. The Landscape Architect shall perform the following services (hereinafter referred to as the “Services”):

2.01 Final Design Services. The goal of the final design services is to finalize the program and reach consensus on a preliminary design approach for the proposed capital improvements. The Landscape Architect shall provide electrical engineering to provide updated electrical calculations, design, engineering and distribution for the new band shell’s power needs.

2.01.01. Research and Analysis Phase. The objective of the Research and Analysis Phase is to confirm the project program, characteristics of the existing resources, probable permit requirements, owner/users and stakeholder interests and produce new maps and a program summary that will be the basis for further design. The Landscape Architect shall first conduct a comprehensive kick-off discussion with the Village and the project team to discuss the details that will guide the process and to set the final schedule for the project through construction.

2.01.01.01. The Landscape Architect shall:

2.01.01.01.01. Conduct a kick-off and programming meeting with the Village’s representatives and the other project team members confirming:

- 2.01.01.01.01.01.** Master plan design program
- 2.01.01.01.01.02.** Team members and responsibilities
- 2.01.01.01.01.03.** Communication protocol and approvals
- 2.01.01.01.01.04.** Permitting requirements
- 2.01.01.01.01.05.** OSLAD grant requirements
- 2.01.01.01.01.06.** Survey status
- 2.01.01.01.01.07.** Schedule
- 2.01.01.01.01.08.** Budget

2.01.01.01.02. Prepare and distribute Meeting Summary and Project Schedule that includes:

- 2.01.01.01.02.01** Milestones and meetings
- 2.01.01.01.02.02** Completion of design and bid documents
- 2.01.01.01.02.03** Probable permitting schedule
- 2.01.01.01.02.04** Anticipated bid let date
- 2.01.01.01.02.05** Anticipated construction timeframe

2.01.01.01.03. Identify jurisdictional interests by discussing the project with representatives of appropriate constituent and regulatory groups (led by Edwin Hancock Engineering Company).

2.01.01.01.04. Collect readily available, pertinent existing data for the project area and the immediate surroundings including:

2.01.01.01.04.01. OSLAD contract documents from Illinois Department Natural Resources

2.01.01.01.04.02. Topographic surveys

2.01.01.01.04.03. Aerial photography

2.01.01.01.04.04. Boundaries, property ownership and easements

2.01.01.01.04.05. Utility atlases

2.01.01.01.04.06. Power and communication utilities

2.01.01.01.04.07. National wetland inventory map and waters of the United States

2.01.01.01.05. Observe and re-photograph the project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.

2.01.01.01.06. Help the Village secure pricing from qualified geotechnical firms to provide Soil Borings and Report at the locations of the proposed improvements to define strength, consolidation and bearing capacities of the existing sub-surface and the presence of any unsuitable sub-grade materials. Borings anticipated will included:

2.01.01.01.06.01. One boring at 15' deep in the location of the band shell

2.01.01.01.06.02. Four borings at 5' deep along the pathway to identify topsoil depth.

2.01.01.01.07. Using the inventoried data and the new boundary and topographic survey, prepare Base Maps at appropriate scales.

2.01.02. Design Development Phase. The objective of the Design Development Phase is to reach consensus with the client and jurisdictional authorities on the final design, probable cost and construction strategy for the proposed improvements. The Landscape Architect shall, for the elements identified in the approved master site plan, meet with the project team periodically for input and review of the progress documents, budget and submittals from various manufacturers' representatives.

2.01.02.01. Following approval of the Schematic Design Phase and/or the Master Plan Phase by the Village's board of trustees, the Landscape Architect shall:

2.01.02.01.01. Finalize the size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:

- 2.01.02.01.01.01.** Disc golf
- 2.01.02.01.01.02.** Multi-use trail system
- 2.01.02.01.01.03.** Fitness circuit
- 2.01.02.01.01.04.** Baggo
- 2.01.02.01.01.05.** Sand volleyball
- 2.01.02.01.01.06.** Nature-based play area
- 2.01.02.01.01.07.** Band shell
- 2.01.02.01.01.08.** Permeable paving
- 2.01.02.01.01.09.** Bioswale feature
- 2.01.02.01.01.10.** Horse shoe pits
- 2.01.02.01.01.11.** Education stations with interpretive signage
- 2.01.02.01.01.12.** Basketball court
- 2.01.02.01.01.13.** Picnic area improvements
- 2.01.02.01.01.14.** Electrical improvements
- 2.01.02.01.01.15.** Landscape improvements
- 2.01.02.01.01.16.** Grading and drainage

2.01.02.01.02. Review Preliminary Engineering recommendations prepared by Edwin Hancock Engineering Company.

2.01.02.01.03. Prepare the Design Development Documents including:

- 2.01.02.01.03.01** Existing conditions information
- 2.01.02.01.03.02** Plan view drawings
- 2.01.02.01.03.03** Descriptive supplemental drawings
- 2.01.02.01.03.04** Outline specifications
- 2.01.02.01.03.05** Product data
- 2.01.02.01.03.06** Material samples

2.01.02.01.04. Prepare a summary of estimated quantities and update the Construction Cost Opinion.

2.01.02.01.05. Review the Design Development Documents with the Village at the 50% and 100% completion milestones and prepare written summaries of discussions, direction, schedule updates and decisions following each meeting.

2.01.02.01.06. Review the Design Development Documents with jurisdictional agencies, as directed by Edwin Hancock Engineering Company, as appropriate to this phase of work.

2.01.03. Construction Documentation Phase. The objective of the Construction Documentation Phase is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements. The Landscape Architect shall prepare documents that are suitable for permitting, bidding and construction.

2.01.03.01. Following approval of the Design Development Phase by the Village's board of trustees, the Landscape Architect shall:

2.01.03.01.01. Finalize the graphic and written documentation that will be used to bid and construct the improvements including:

2.01.03.01.01.01. Digital construction drawings

- 2.01.03.01.01.01.01.** Cover sheet, notes and legend
- 2.01.03.01.01.01.02.** Existing conditions plans
- 2.01.03.01.01.01.03.** Site preparation plans
- 2.01.03.01.01.01.04.** Grading and drainage plans (by Edwin Hancock Engineering Company)
- 2.01.03.01.01.01.05.** Storm Water Pollution Prevention plans (by Edwin Hancock Engineering Company)
- 2.01.03.01.01.01.06.** Electrical plans
- 2.01.03.01.01.01.07.** Layout and materials plans
- 2.01.03.01.01.01.08.** Landscape plans
- 2.01.03.01.01.01.09.** Site construction details

2.01.03.01.01.02. Prepare the bidding documents consisting of the written specifications and the Project Manual prepared in conformance with the format of the Construction Specification Institute and Contract Documents for the Project for review and approval by the Village and the Village Attorney, to include, but not limited to, the following:

- 2.01.03.01.01.02.01.** Notice to Bidders and Invitation for Bids generally in the format attached hereto as Exhibit "A"
- 2.01.03.01.01.02.02.** Instructions for Bidders generally in the format attached hereto as Exhibit "B"
- 2.01.03.01.01.02.03.** General Conditions generally in the format attached hereto as Exhibit "C"
- 2.01.03.01.01.02.04.** Technical specifications
- 2.01.03.01.01.02.05.** Proposal Form generally in the format attached hereto as Exhibit "D"
- 2.01.03.01.01.02.06.** Bid Bond generally in the format attached hereto as Exhibit "E"

2.01.03.01.01.02.07. Contract Form generally in the format attached hereto as Exhibit “F”

2.01.03.01.01.02.08. Contract Bond generally in the format attached hereto as Exhibit “G”

in a form suitable for public bidding of contracts in conformance with Illinois law and the Code of Ordinances, Village of Brookfield, Illinois.

2.01.03.01.01.03. Legibly sign and seal the bidding documents with the date signed and license expiration date of the structural Landscape Architect and/or professional Landscape Architect responsible for the document or under whose supervision the document was prepared as follows:

2.01.03.01.01.03.01. The date signed shall be the date the documents are finalized for printing and the Landscape Architect seals and signs the documents.

2.01.03.01.01.03.02. The Landscape Architect’s license expiration date must be later than the date the documents are signed (e.g., license must be current when signing documents).

2.01.03.01.01.04. Seal the cover sheet and each sheet of the drawings in the manner prescribed above. All disciplines must seal the cover sheet.

2.01.03.01.01.05. Seal the project manuals by the design professional responsible for the overall coordination of the project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover or on a separate sheet immediately following the table of contents.

2.01.03.01.01.06. Place the Design Firm Registration Number required by the Illinois Department of Professional Regulation on all technical submissions prepared by a design firm under the firm name on the cover of the project manual and on each sheet of the drawings.

2.01.03.01.01.07. The Project Manual shall be prepared as follows:

2.01.03.01.01.07.01. Specifications shall be written as directions to the contractor.

2.01.03.01.01.07.02. Written product specifications

shall be included in the Project Manual and shall not be duplicated on the drawings.

2.01.03.01.01.07.03. All material specifications shall be included in the Project Manual.

2.01.03.01.01.07.04. Use the Construction Specifications Institute's (CSI) Master Format for specification titles and numbers.

2.01.03.01.02. Prepare a summary of estimated quantities and update the Construction Cost Opinion.

2.01.03.01.03. Review the Construction Documents with the Village at the 95% completion milestone and prepare written summaries of discussions, direction, schedule updates and decisions following the meeting.

2.01.03.01.04. Submit one copy of drawings to Edwin Hancock Engineering Company for permitting purposes, if necessary. Make one set of authorized revisions based on comments from regulatory agencies.

2.01.04. Interpretive Signage Design Phase (Two signs). The objective of the Interpretive Signage Design Phase is to build consensus on learning outcomes and storytelling techniques and to prepare final layout and graphics to build consensus on the interpretive experience.

2.01.04.01. The Landscape Architect shall:

2.01.04.01.01. Conduct programming discussion with the Village to determine:

2.01.04.01.01.01. Desired programmatic uses of the interpretive elements.

2.01.04.01.01.02. Relevant topics

2.01.04.01.01.03. Learning approaches (contextual, chronological and historical)

2.01.04.01.01.04. Learning outcomes

2.01.04.01.02. Prepare a Conceptual Write-up for each sign including written topic statements (and subtopics, if applicable), a list of content expansion points, points of emphasis and learning outcome specifics for each sign.

2.01.04.01.03. Prepare Conceptual Sign Sketch to define shape, base and graphic layout.

2.01.04.01.04. Prepare Draft Headlines, Narrative Bodies and Interpretive Image list for the topics (and subtopics, if applicable) for each sign.

2.01.04.01.05. Conduct in-house and Internet research or contact institutions to find suitable images as needed.

2.01.04.01.06. Assemble low-resolution preliminary layouts of each sign including borders and backgrounds, arrangement of text and graphics and electronic file assembly.

2.01.04.01.07. Print color draft originals of each sign and meet with the Village for a layout review.

2.01.04.01.08. Following receipt of the Village's final comments, prepare high-resolution final layouts for each signs.

2.01.04.01.09. Coordinate with a selected sign manufacturer to provide manufacturing services.

2.01.04.01.10. Send sign manufacturer the print-ready files and request sign material color samples of each sign. Conduct internal design intent review and forward to the Village for the Village's review, comment and approval.

2.01.04.01.11. Following approval of the sign material color samples, request authorization from the Village to mobilize the sign manufacturer to fabricate the signs and coordinate with the manufacturer during the fabrication phase.

2.01.04.01.12. Coordinate with the Village regarding payments to the manufacturer for mobilizing, samples, fabrication and delivery.

2.01.05. Bidding and Negotiation Phase. The objective of the Bidding and Negotiation Phase is to assist the Village in selecting a qualified contractor to construct the improvements.

2.01.05.01. Following the Village's approval of the bidding documents, the Landscape Architect shall:

2.01.05.01.01. Provide one (1) set of digital Contract Documents for the Village's reproduction for bidding or post the Contract Documents to a digital print room accessible by bidders.

2.01.05.01.02. Help the Village advertise the bid letting.

2.01.05.01.03. Conduct a pre-bid meeting for interested bidders.

2.01.05.01.04. Answer questions and issue written addenda, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.

2.01.05.01.05. Attend the bid opening and record the results.

2.01.05.01.06. Prepare bid tabulation spreadsheet.

2.01.05.01.07. Contact the apparent low bidder's references.

2.01.05.01.08. Prepare and issue a letter to the Village regarding the bid results.

2.01.05.02. All bidding documents require the approval of the Village prior to the Landscape Architect's printing and distributing documents to the public. Upon approval, the Landscape Architect shall sign, seal and date all drawings and the project manual with the same date. Dates shall reflect the most recent state of completion.

2.01.05.03. The contracts shall be advertised at least fourteen (14) calendar days before the bid opening.

2.01.05.04. The reproduction and distribution of bidding documents is the responsibility of the Landscape Architect.

2.01.05.05. Shall distribute bid documents to all interested bidders.

2.01.05.06. The following individuals and offices shall receive the bidding documents.

2.01.05.06.01. Village Offices. Bidding documents shall be distributed at the time of public distribution to various Village personnel and sections as listed below:

2.01.05.06.01.01 Village Manager – two (2) sets of bidding documents.

2.01.05.06.01.02 Public Works and Services Department - two (2) sets of bidding documents.

2.01.05.06.01.03 Building Department - two (2) sets of bidding documents.

2.01.05.06.02. Contractors. Contractors who have expressed an interest in bidding on the Project.

2.01.05.07. Shall submit the list of Project Manual holders, including address and telephone number to the Village Manager and the Director of the Public Works and Services Department on the day bids are to be received.

2.01.05.08. Shall prepare and distribute all required addenda as follows:

2.01.05.08.01 All addenda, including all revised drawings and sections, must be approved by the Director of the Public Works and Services Department prior to distribution. The Landscape Architect shall allow sufficient time for the Director of the Public Works and Services Department's review and acceptance of each addendum.

2.01.05.08.02. Technical clarifications and interpretations may only be made by addendum. No technical clarifications or interpretations are to be given to individual contractors outside the addendum process.

2.01.05.08.03. Project Manual holders and the Village shall receive copies of all addenda.

2.01.05.08.04. All addenda shall be issued to all plan holders as required to ensure receipt no later than three (3) business days prior to the bid opening. The Landscape Architect shall use whatever delivery method is most prudent to ensure receipt. The Landscape Architect shall verify receipt of the addenda with each plan holder. When addenda are not issued in a timely manner, the bids will be returned unopened and the bid opening date will be extended. Any additional costs incurred by the Landscape Architect for the extension of the bids shall be at Landscape Architect's expense.

2.01.05.08.05. The Landscape Architect will consider written requests by prospective bidders to amend the bidding documents. Such requests must be received at least ten (10) calendar days prior to bid opening date and include complete description of the desired change including any technical data and references for the Landscape Architect's evaluation. If a request is approved, the Landscape Architect will revise the bid documents by addendum. When requested, the Landscape Architect will provide to the Village a listing of the requests that were not approved.

2.01.05.08.06. The addenda shall be numbered sequentially and dated.

2.01.05.08.07. Addenda shall be prepared according to the following format. Addenda in any other format will not be accepted.

2.01.05.08.07.01. List all changes in order of specification sections and drawing numbers.

2.01.05.08.07.02. The Landscape Architect shall not specify any sole or dual sourcing of an item in an addendum unless approved by the Village.

2.01.05.08.07.03. If one or more of the bid forms require a change, the Landscape Architect shall issue a complete set of new bid forms with the following information located in the lower right hand corner of each page: REVISED, ADDENDUM #(), (addendum date).

2.01.05.08.07.04. Changes shall be clearly noted and identified (A, B, C, etc.) on the drawings. A notation shall

be made in the revision column of the drawing indicating the change letter, the date of the change, and a brief description of the change. All changes are to be incorporated into the original drawing. Revised drawing page numbers shall be identified by addition of "R" to the number (e.g., A-3R).

2.01.0508.07.05. The Landscape Architect shall state the status of previously issued addenda.

2.01.05.09. Respond to all questions, written or verbal response, concerning the project that are submitted to the Landscape Architect.

2.01.05.10. Attend the bid opening for the project unless specifically excused by the Village Manager.

2.01.05.11. Provide bid results to all parties that require the information. The Village will provide the Landscape Architect with one copy of the bid tabulation at the bid opening. In the event the Village Manager excused the Landscape Architect from attending the bid opening, the Village Manager will electronically mail the bid tabulation to the Landscape Architect.

2.01.05.12. Provide assistance to the Village to identify the apparent successful bidder or bidders as follows:

2.01.05.12.01. Review any proposed product substitutions submitted and provide the Village with a written recommendation to accept or reject the proposed substitution.

2.01.05.12.02. Review all unit prices submitted and provide written recommendation or rejection.

2.01.05.12.03. Review bids submitted that fail to acknowledge all addenda issued and attest that, in the Landscape Architect's opinion, the addenda not acknowledged are, or are not, material matters related to that particular bidder.

2.01.05.12.04. Review bids submitted that contain additional verbiage applied by the bidder and attest whether, in the Landscape Architect's opinion, the additional verbiage does or does not constitute a qualifying statement.

2.01.05.12.05. When lowest bid received differs substantially from all other bids received, contact the low bidder, review the bid as it pertains to the requirements of the project and report the findings to the Village Manager in writing.

2.01.05.12.06. When single bids are received, provide the Village Manager with a written explanation of all efforts used to obtain bidders and include an informed opinion addressing the suspected reason(s) a single bid was received.

2.01.05.12.07. Review the bids submitted to the Village, check references and recommend the award of the contract based on lowest responsible and responsive bidder.

2.01.05.13. The Village will notify the Landscape Architect and the successful bidder of the Village's intent to award a contract by copy of the Notice of Award.

2.01.05.14. Shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by the Village.

2.02 Construction Phase Services

2.02.01. Construction Administration. The objective of the Construction Administration is to assist the Village, finalize and administer the construction contract with the selected contractor who shall construct the improvements.

2.02.01.01. Following the Village's award of the construction contract to construct the improvements, the Landscape Architect shall:

2.02.01.01.01. Assist the Village with the Contract with the Contractor.

2.02.01.01.02. Issue documents stamped and dated "Issued for Construction" to the contractor. The contractor shall not commence work without the documents stamped and dated "Issued for Construction."

2.02.01.01.02.01. Issued for Construction documents are bid sets (drawings and specifications) that have been updated by the Landscape Architect to incorporate all addenda issued.

2.02.01.01.02.02. The contractor will receive construction documents in the quantity determined by the Village up to a maximum of six (6) sets. The contractor may purchase additional sets for a charge to cover reproduction and handling.

2.02.01.01.03. Furnish the Village with a complete Notice to Proceed to sign and forward to the Contractor.

2.02.01.01.03. Consult and advise the Village and act as the Village's representative on the Project for the purpose of coordinating the construction of the improvements as provided in the Contract Documents and herein. The Village's instructions to the contractor may be issued through the Landscape Architect who shall have authority to act on behalf of the Village to the extent provided in this Agreement and the Contract Documents.

2.02.01.01.04. Receive and review prior to that contractor's or tradesman's commencing any work, all applicable licenses, for which a contractor is responsible for holding with the appropriate authority.

2.02.01.01.04.01. The Landscape Architect shall not knowingly allow any activity to commence or accept any work installed by a non-licensed firm or tradesman where licensure is required.

2.02.01.01.04.02. The Landscape Architect shall submit a list of all required licenses and certificates with copies of each of the required licenses and certificates attached to the Village.

2.02.01.02. Pre-construction Meeting.

2.02.01.02.01. A pre-construction meeting shall be scheduled by the Landscape Architect within fourteen (14) calendar days of the Notice of Award. Attendance is mandatory for the Landscape Architect, the contractor and the Village's representatives. Attendance by sub-contractors and Landscape Architect's consultants is encouraged but not mandatory unless requested by Village Manager. The Landscape Architect shall conduct the pre-construction meeting.

2.02.01.02.02. The agenda, at a minimum, shall consist of a discussion of:

2.02.01.02.02.01. Contractor mobilization and staging

2.02.01.02.02.02. Construction procedures

2.02.01.02.02.03. Contractor schedules

2.02.01.02.02.04. Contractor submittals

2.02.01.02.02.05. Communications

2.02.01.02.02.06. Pay request application procedures and documentation to be supplied by contractor, sub-contractors and material suppliers in support thereof

2.02.01.02.02.07. Prevailing Wage Act compliance

2.02.01.02.02.08. Emergency response plan

2.02.01.02.02.09. Responsibilities to the Village

2.02.01.02.02.10. Responsibilities of the Landscape Architect

- 2.02.01.02.02.11. Responsibilities the contractor
- 2.02.01.02.02.12. Responsibilities to the public
- 2.02.01.02.02.13. Liquidated damages

2.02.01.02.03. The Landscape Architect's on-site observation/representation shall be discussed as it may pertain to the specific requirements of the project.

2.02.01.02.04. The contractor will be advised of the Landscape Architect's critical-work-list items so that it can notify the Landscape Architect to make arrangements for on-site representation.

2.02.01.02.05. Requirements for the Landscape Architect's field tests specified to be performed shall be discussed.

2.02.01.02.06. The Landscape Architect will explain requirements for submission of shop drawings, samples and product data.

2.02.01.02.07. The process for obtaining document interpretations and authority for same shall be delineated.

2.02.01.02.08. The contractor will have submittals that are to be submitted ten (10) days prior to the pre-construction meeting. Some of these include Contractor's schedule, ventilation, fall prevention, confined space, waste-hauler certifications, welder certifications, etc. The Landscape Architect shall review the submittals prior to meeting and discuss the deficiencies found therein.

2.02.01.02.09. The Landscape Architect shall record the names, and the names and addresses of their respective firms, of all persons in attendance. The Landscape Architect shall also record the minutes of the pre-construction meeting, listing all questions and all responses to those questions.

2.02.01.02.10. Minutes of the meeting shall be issued to the Village, the contractor and all other persons attending the pre-construction meeting.

2.02.01.03. Contractor Submittals / Shop Drawings, Product Data, Samples.

2.02.01.03.01. The Landscape Architect shall review and monitor all required submittals for timeliness and conformance with the contract documents and project schedule. The Landscape Architect shall review and respond to submittals within seven (7) calendar days.

2.02.01.03.02. Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.

2.02.01.03.03. The Landscape Architect shall only review those materials and equipment specified in the contract documents. The Landscape Architect shall not make changes in the contract requirements through the review of submittals. The contractor may not submit and gain approval of material substitutions through the shop drawing review process.

2.02.01.03.04. If in reviewing the submittal the Landscape Architect determines that contract changes are required, notify the Village Manager and request approval of the required changes prior to returning the submittal to the contractor.

2.02.01.03.05. No activity requiring review of submittals shall be commenced without the Landscape Architect's approval. The Landscape Architect shall notify the contractor to cease the activity until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.

2.02.01.04. Contractor's Schedule of Values. The Landscape Architect shall review the contractor's Schedule of Values to ensure each item of work required for the contract is indicated and all values are expressed in separate line item costs for material and labor prior to any contractor's making application for payment. The Landscape Architect and the Village must approve all changes to the contractor's Schedule of Values subsequent to the initially approved document.

2.02.01.05. Construction Schedule. The Landscape Architect shall review the schedule for conformance with the contract requirements.

2.02.01.06. Interpretations. When requested by the Village or a contractor, the Landscape Architect shall provide interpretation of the contract documents. The Landscape Architect shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. The Landscape Architect shall expedite all interpretations in such a manner as not to adversely affect the project schedule or sequence of work and to avoid the potential for a claim by the contractor.

2.02.01.07. Claims and Disputes.

2.02.01.07.01. The Landscape Architect shall record any observed occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the Village

Manager. The Landscape Architect shall enter the claim or dispute into a claims log and provide a current copy of the log to the Village at each monthly progress/pay meeting.

2.02.01.07.02. The Landscape Architect shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. The Landscape Architect shall provide a written response, interpretation and recommendation for resolution to the claimant and the Village. The Village shall make a final determination on all disputes unless removed to the courts.

2.02.01.07.03. While work is in progress, the Landscape Architect shall observe, measure and verify costs incurred that are related to the dispute. Immediately notify the Village Manager if additional on-site representation is required to monitor the disputed work.

2.02.01.08. Change Orders.

2.02.01.08.01. Only the Village Manager can authorize the Landscape Architect to prepare a Request for Proposal/Change Order (RFP/CO). When authorized, the Landscape Architect shall prepare an RFP/CO for the proposed change.

2.02.01.08.02. The Landscape Architect shall prepare each RFP/CO including supplemental drawings and/or specifications to describe fully the change in the work. When requested by the Village Manager, the Landscape Architect shall submit a cover letter to the change order package explaining the need for the contract change.

2.02.01.08.03. The Landscape Architect shall review the contractor's proposal for completeness and conformance with the RFP/CO and contract documents. Where change orders require additional clarification or additional back-up, the Landscape Architect shall obtain such information from the contractors prior to forwarding the change order package to the Village.

2.02.01.08.04. The Landscape Architect shall recommend the issuance or denial of a change order to the Village. Recommending issuance shall mean that the Landscape Architect has reviewed all quantities, prices and other data in the contractor's proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.

2.02.01.08.05. When applicable, the Landscape Architect shall be responsible for obtaining the signatures of the contractor prior to forwarding the change order package to the Village.

2.02.01.08.06. When requested by the Village, the Landscape Architect and any consultants shall be required to attend a board of trustees' meeting to explain any change orders presented for Village approval.

2.02.01.09. Progress/Pay Meetings.

2.02.01.09.01. The progress/pay meeting dates shall be established by the Landscape Architect at the pre-construction meeting.

2.02.01.09.02. The progress/pay meeting shall be attended by the Village staff as designated by the Village Manager, the Landscape Architect's project manager, the contractor, subcontractors and, consultants. The Landscape Architect's representative attending the meeting must have signature authority.

2.02.01.09.03. Minimum agenda will consist of reviewing contractor's progress, noting projections for work to be completed in the next month and comparing this information to the current approved project construction and submittal schedule, discussing project problems and proposed contract changes (claims, RFI, and/or RFP logs), and reviewing and reconciling contractor's pay applications (Contractor's Affidavit and Sworn Statement).

2.02.01.09.04. Approximately one week prior to the progress/pay meeting, or as directed by the Village Manager, the contractor will submit copies of the draft contractor's pay application to the Landscape Architect and the Village.

2.02.01.09.05 The draft Contractors' pay applications will be reviewed by the participants and corrected, as required. The corrected drafts will be retained by each party as a record of any objections/approvals noted during the meeting.

2.02.01.09.06. The Landscape Architect shall record a written record of all Progress/Pay Meetings with the Village. Meeting minutes shall be submitted to the Village not more than ten (10) days after the meeting.

2.02.01.10. Review of Contractor Applications for Payment.

2.02.01.10.01. The Landscape Architect shall review and certify the Contractor's applications for payment and maintain a record of payments and contract balances and all proposed and approved changes thereto. The Landscape Architect shall reconcile and maintain files for the Contractor's Affidavit and Sworn Statement forms and contractor's and subcontractor's and/or supplier's waivers of lien.

2.02.01.10.02. The Landscape Architect shall ensure that the Contractor's Affidavit and Sworn Statement was completed by the contractor in

accordance with the amounts on the draft Contractor's Affidavit and Sworn Statement approved at the progress/pay meeting and that the form is correctly dated, signed and notarized.

2.02.01.10.03. The Landscape Architect shall ensure that the required Certified Payroll reports are submitted by the contractors and transmitted to Village.

2.02.01.10.04. The Landscape Architect shall ensure that all waivers of lien utilize the proper form and bear the signatures of the president or vice-president and secretary or assistant secretary of the contractor, subcontractor or supplier submitting the waiver of lien. The corporate seal is not a required element.

2.02.01.10.05. A Waiver of Lien for the full amount of the payment is required from each contractor, subcontractor or supplier with each application for payment.

2.02.02. Construction Observation. The objective of the Construction Observation is to become familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the contract documents.

2.02.02.01. During construction, the Landscape Architect shall:

2.02.02.01.01. Assuming a four (4) month construction period, participate in site meetings every two (2) weeks (eight (8) total progress meetings budgeted) with the Village and the Contractor to become familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the contract documents.

2.02.02.01.02. Review testing procedures and data provided by independent testing services.

2.02.02.02. Contract Document Compliance. The Village shall be notified immediately if, in the Landscape Architect's opinion, the materials, finishes and/or workmanship does not conform to the contract documents, requires special inspection or testing (beyond the specified requirements), or has been disapproved or rejected by the Landscape Architect. The Landscape Architect and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise permitting non-conforming work to be incorporated into the Project.

2.02.03. Project Closeout. The objective of the Project Closeout is to assist the Village with the close out of the Project and the construction contract with the Contractor. The Landscape Architect shall be responsible for certifying the completion of the contractor's work.

2.02.03.01. Notification and Preliminary Inspection. The contractor shall provide written notification to the Landscape Architect that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The Landscape Architect shall then make a preliminary inspection of the work and preliminary punch list. If the Landscape Architect is in agreement with the contractor, notify the Village Manager that a substantial completion inspection meeting is warranted. The Landscape Architect shall prepare the certificate of substantial completion with the completed punch list and forward the package to the coordinating contractor and each assigned contractor.

2.02.03.02. Guarantees, Warranties and Bonds. At substantial completion, the Landscape Architect shall obtain from the contractor and assemble all guarantees, warranties, operation and maintenance data and bonds. The Landscape Architect shall check for coverage, start date and duration in accordance with the contract documents before forwarding to the Village. The Landscape Architect shall deliver the guarantees, warranties, operation and maintenance data and bonds to the Village Manager and obtain a signed receipt for all materials turned over to the Village. The Landscape Architect shall obtain from the contractor a final list of all suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.

2.02.03.03. Record Drawings. The Landscape Architect shall:

2.02.03.03.01. Maintain, protect and keep current the following: one (1) copy of contract drawings, project manual, addenda, approved shop drawings and product data, other modifications to contract, field test records, all schedules and correspondence file at site.

2.02.03.03.02. Label each document "PROJECT RECORD DOCUMENTS."

2.02.03.03.03. Observe the Contractors' record drawings at intervals appropriate to the construction, or not greater than every thirty (30) days. Notify the Village of any Contractor's apparent failure to maintain up-to-date records in accordance with the contract documents.

2.02.03.03.04. Transfer from the Contractors' record drawings, or from the Landscape Architect's observation and measurement, and

legibly record actual construction: depths of foundations; horizontal and vertical location of underground utilities, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in construction; field changes of dimension and detail and changes made by change order.

2.02.03.03.05. Make the Project Record Documents available at all times for inspection by the Village.

2.02.03.03.06. At project close-out, submit the Project Record Documents to the Village Manager and accompany the submittal with transmittal letter which shall include name and number of each record document.

2.02.03.03.07. Obtain a signed receipt for the Project Record Documents from the Village Manager.

2.02.03.04. Materials and Equipment. The Landscape Architect shall confirm that all extra materials and equipment specified in the contract documents which are the property of the Village are properly identified, delivered and stored as specified. The Landscape Architect shall obtain and transmit signed receipts of such deliveries by the contractor to the Village. Proper identification shall include the Village project number, project specification number, description of the item and its purpose for use, name, address and phone number of the contractor that provided the item.

2.02.03.05. Notification and Final Inspection. Upon contractor notification, the Landscape Architect shall make an inspection of the completed work. If the Landscape Architect is in agreement with the contractor that all of its work is complete, the Landscape Architect shall notify the Village Manager that a final acceptance meeting is warranted. When the work is confirmed as finally accepted by the Landscape Architect and the Village, the Landscape Architect shall prepare and issue a Certificate of Final Acceptance to each contractor.

2.02.03.06. Contractor Final Payment. The Landscape Architect shall process and certify final payment including retention only after all items of the contract are completed. The Landscape Architect shall ensure that the final pay request package is complete in accord with the contract prior to forwarding to the Village. The Landscape Architect shall obtain from the contractor all releases and waivers of lien. The Landscape Architect shall reconcile all waivers and provide a statement of final accounting to the Village when the final waivers are not for the full amount of the subcontract.

2.02.03.07. Eleven-Month Inspection. The Village Manager may by the issuance of a Change Order notify the Landscape Architect to make

arrangements for an inspection of the contracted work eleven (11) months after substantial completion of the project. The Landscape Architect shall provide a written report of the inspection to the Village Manager within seven (7) calendar days. The Village shall notify affected contractor of any corrective action noted in the report.

2.02.03.08. Services Detailed in General Conditions. Perform services expected of Landscape Architect and detailed in the General Conditions.

2.02.04. General Project Administration. The Landscape Architect shall manage the performance of the Landscape Architect's own work throughout the term of the contract by providing the following services:

2.02.04.01. Communications

2.02.04.01.01. Schedule, create agendas and summarize the highlights of periodic meetings

2.02.04.01.02. Rehearse, attend and present at public forums identified

2.02.04.01.03. Collect and disseminate communications from other parties

2.02.04.01.04. Periodically inform the Village representative about the Landscape Architect's progress

2.02.04.02. Schedules

2.02.04.02.01. Create, periodically update and distribute the project schedule

2.02.04.02.02. Coordinate the activities of the Landscape Architect's staff and consultants

2.02.04.03. Staffing

2.02.04.03.01. Select and assign staff members and consultants to appropriate tasks and services

2.02.04.03.02. Prepare and administer consultant agreements

2.02.04.04. File Maintenance

2.02.04.04.01. Establish and maintain appropriate correspondence, financial, drawing and data files

2.02.04.04.02. Obtain appropriate insurance certificates from consultants

2.02.04.04.03. Maintain appropriate time and expense records

3. Commencement and Completion of Services.

3.01. Commencement. The Landscape Architect shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the Village, within seven (7) calendar days after the execution of this Agreement.

3.02. Completion of Services. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Landscape Architect, the Landscape Architect shall complete the Research and Analysis Phase, Design Development Phase, Construction Documentation Phase and the Interpretive Signage Design Phase services to be performed under this Agreement on or before September 2, 2013. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Landscape Architect, the Landscape Architect shall complete the Bidding and Negotiation Phase services to be performed under this Agreement on or before September 23, 2013. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Landscape Architect, the Landscape Architect shall complete all other Services to be performed under this Agreement in a prompt and timely manner so as not to delay the contractor and within the construction schedule established in the contract documents for the contractor to complete the Project. Landscape Architect acknowledges that time is of the essence of this Agreement and in the performance and completion of the Landscape Architect's Services.

4. Additional Services.

4.01. Unless otherwise mutually agreed between the Village and the Landscape Architect, additional services beyond the scope of the Services above listed, requested in writing by the Village, shall be performed by the Landscape Architect in accordance with the hourly rates contained in the attached "Exhibit H - Landscape Architecting Service Fees."

4.02. The following services will be considered additional services:

4.02.01. Revisions to previously completed and approved phases of the Basic Services.

4.02.02. The services of additional consultants not specified in the proposal documents.

4.02.03. Meetings with the Village or presentations to other parties not specified in the Basic Services.

4.02.04. Detailed quantity estimates and construction cost opinions using data or formats other than the Landscape Architect's.

4.02.05. Detailed written summaries of the Landscape Architect's work or the Landscape Architect's recommendations.

4.02.06. Services rendered after the time limitations set forth in this contract, provided, however, that the delay is not caused by the Landscape Architect.

4.02.07. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond the control of the Landscape Architect.

4.02.08. Services required to re-start the project if the Village suspends the Landscape Architect's work at the Village's convenience for more than ninety (90) days during the performance of the Landscape Architect's services.

4.02.09. Preparation of segregated or multiple contract bid sets or more than one construction contract.

4.02.10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than sixty (60) days after Substantial Completion of the Contractor's work.

5. Legal Responsibility.

5.01. Standard of Care. Notwithstanding any other provision herein, the Landscape Architect shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The Landscape Architect shall be responsible for the performance of persons retained by the Landscape Architect. Its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to perform their duties properly.

5.02. Construction Supervision. The Landscape Architect shall not be responsible for construction means, methods, techniques, sequences, procedures, supervision or for safety precautions and programs in conjunction with the project or work thereon.

6. Professional Fees. The Village shall pay the Landscape Architect for the performance of the Services a fee as follows:

Scope of Services Item Number	Description	Fee
2.01	Final Design Services	\$35,800.00
2.01.01.	Research and Analysis Phase	
2.01.02.	Design Development Phase	
2.01.03.	Construction Documentation Phase	
2.01.04.	Interpretive Signage Design Phase (Two signs)	
2.01.05.	Bidding and Negotiation Phase	
2.02	Construction Phase Services	\$12,900.00
2.02.01.	Construction Administration	
2.02.02.	Construction Observation	
2.02.03.	Project Closeout	
2.02.04.	General Project Administration	
	Total Professional Fees	\$48,700.00

The Landscape Architect's Total Professional Fees shall not exceed \$48,700.00 without prior written approval by the Village.

7. Reimbursable Expenses. The Landscape Architect shall be reimbursed for actual costs of each reimbursable expense as set forth in "Exhibit H - Landscape Architecting Services Fees." The Landscape Architect shall provide evidence of an authorized expense when requesting any reimbursement. The Landscape Architect's Total Reimbursable Expenses shall not exceed

\$2,000.00 without prior written approval by the Village.

8. Change Orders. The Village shall have the authority by written change order to make additions and deletions to the Services. The Landscape Architect's compensation for additions and deletions to the Services shall be mutually agreed upon between the Village and the Landscape Architect prior to commencement of the services.

9. Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*). The Village may withhold payments, in whole or in part, for a material breach of the Agreement, including, but not limited to, the Landscape Architect's failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this Agreement. The Village shall be permitted to deduct one percent (1%) from any invoice paid within ten (10) days of its issuance.

9.01. Progress Payments. The Landscape Architect may submit to the Village invoices for services performed monthly (compiled from the 20th day of the preceding month to the 20th day of the invoiced month) in the proportion that the Services performed by the Landscape Architect in the compiled period bears to the total services to be performed under this Agreement. The invoices shall describe the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.

9.02. Final Payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Village to the Landscape Architect thirty (30) days after completion of the Services and approval of the final statement for Landscape Architect's Services.

10. Insurance Requirements. The Landscape Architect shall procure and maintain for the duration of the Agreement insurance against claims for errors and omissions and for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services by the Landscape Architect, its agents, representatives, employees or subcontractors.

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

10.01.01. Insurance Services Office Commercial General Liability occurrence from CG 0001 (Ed. 11/85); and

10.01.02. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; or ISO form number CA 0001 (Ed. 12/90); and

10.01.03. Professional Liability policy; and

10.01.04. Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

10.02. Minimum Limits of Insurance. Landscape Architect shall maintain limits no less than:

10.01.01. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$2,000,000 per person per aggregate;

10.01.02. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

10.01.03. Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability;

10.01.04. Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

10.03. 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 Landscape Architect shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

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

10.04.01. Commercial General Liability and Automobile Liability Coverages.

10.04.01.01. The Village, its officials, employees and volunteers are to be covered as insureds with respect to liability arising out of Services performed by or on behalf of the Landscape Architect as well as equipment procured, owned, leased, hired or borrowed by the Landscape Architect. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers.

10.04.01.02. The Landscape Architect's insurance coverage shall be primary insurance with respect to the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be in excess of Landscape Architect's insurance and shall not contribute with it.

10.04.01.03. Any failure to comply with reporting provisions of the policies

shall not affect coverage provided to the Village, its officials, employees or volunteers.

10.04.01.04. Coverage shall state that the Landscape Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

10.04.02. Worker's Compensation and Employers' Liability Coverage.

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from Services performed by the Landscape Architect for the Village.

10.04.03. All Coverages. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, 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.

10.04.04. Acceptability of Insurers.

10.04.04.01. The insurance carrier used by the Landscape Architect shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois;

10.04.04.02. The Landscape Architect shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, 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 Services commence. The Village reserves the right to request full, certified copies of the insurance policies.

11. Confidentiality.

11.01. It is anticipated that the Village will disclose to Landscape Architect certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information").

The disclosure of Confidential Information shall not be construed to grant to Landscape Architect any ownership or other proprietary interest in the Confidential Information. Landscape Architect does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. Landscape Architect shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. Landscape Architect 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. Landscape Architect shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Village or Landscape Architect with a need to know for purposes of the performance of the Services hereunder. Landscape Architect acknowledges that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by Landscape Architect without the Village's express authorization would be harmful and damaging to the Village's interests:

11.01.01. 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 which are not otherwise known to the public.

11.01.02. All information relating to the Services being performed by Landscape Architect under this Agreement regardless of its type or form that is not known to the public.

11.01.03. All plans, drawings, specifications of any Village facility.

11.01.04. Financial information, emergency response and homeland security information and law enforcement records that are not known to the public.

11.01.05. Law enforcement reports and records.

11.01.06. All information provided to the Landscape Architect by the Village pursuant to the terms of this Agreement.

11.02. This itemization of Confidential Information is not exclusive, as 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, electronic memory, 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 the Landscape Architect's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

11.03. All books, papers, records, lists, files, forms, reports, 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 Landscape Architect 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 are the exclusive property of the Village.

11.04. Landscape Architect shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which Landscape Architect can demonstrate by clear and convincing evidence: (a) was rightfully in Landscape Architect's possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by Landscape Architect from a third party without an obligation of confidentiality; or (d) is independently developed by Landscape Architect; or (e) is disclosed under operation of law, governmental regulation, or court order, provided Landscape Architect first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

11.05. Upon termination of this Agreement or earlier at the Village's request at any time, Landscape Architect shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

11.06. 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.

12. Work Made for Hire.

12.01. All work product created or developed hereunder including, but not limited to, specifications, reports and any other documents prepared by Landscape Architect in connection with any or all of the Services delivered to the Village is for the use of and shall be the exclusive property of the Village. 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 Landscape Architect relating in any manner to the Services performed by Landscape Architect or by anyone else and used by Landscape Architect in performance of the Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

12.02. Landscape Architect hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the Services including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. Landscape Architect grants permission to the Village to register the copyright and other rights in the Services in the Village's name. Landscape Architect 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. Landscape Architect further grants to the Village full, complete and exclusive ownership of the Services. Landscape Architect shall not use the Services for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the Services or other termination of this Agreement, Landscape Architect shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. Landscape Architect irrevocably and unconditionally waives all rights in all such Services products. Landscape Architect warrants that all work product of Landscape Architect will be original, except as otherwise agreed in writing with the Village.

12.03. In the event that the Village provides Landscape Architect with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and Landscape Architect shall immediately deliver all such materials, equipment and property to the Village at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

13. Record Retention. The Landscape Architect shall maintain its records relating to the performance of the Agreement 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 Landscape Architect shall be available for review and audit by the Village. The Landscape Architect shall cooperate 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 Landscape Architect to maintain the books, records and supporting documents required by this section or the failure by the Landscape Architect 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.

14. Equal Employment Opportunity.

14.01. In the event of the Landscape Architect's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Landscape Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement 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. During the performance of this contract, the Landscape Architect agrees as follows:

14.01.01. That the Landscape Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

14.01.02. That, if the Landscape Architect hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Landscape Architect may reasonably recruit; and the Landscape Architect will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

14.01.03. That, in all solicitations or advertisements for employees placed by the Landscape Architect or on the Landscape Architect's behalf, the Landscape Architect will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

14.01.04. That the Landscape Architect will send to each labor organization or representative of workers with which the Landscape Architect has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Landscape Architect's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Landscape Architect in the Landscape Architect's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Landscape Architect will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

14.01.05. That the Landscape Architect will 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 Illinois Department of Human Rights' Rules and Regulations.

14.01.06. That the Landscape Architect will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

14.01.07. That the Landscape Architect will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Landscape Architect will be liable for compliance with applicable provisions of this clause by subcontractors; 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 with the provisions. In addition, the Landscape Architect 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.

15. Prohibition of Segregated Facilities. The Landscape Architect will 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” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. the Landscape Architect shall (except where it has obtained identical certifications from proposed subcontractors and material Landscape Architects for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material Landscape Architects 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 that the Landscape Architect will retain such certifications in its files.

16. Sexual Harassment Policy. The Landscape Architect has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

17. Certifications. The Landscape Architect shall submit to the Village a certification that the Landscape Architect, its shareholders holding more than five (5%) percent of the outstanding shares of the corporation, its officers and directors are:

17.01. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

17.02. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

17.03. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

17.04. Not a Village official, spouse or dependent child of a Village official, agent on behalf

of any Village official or trust in which a Village official, the spouse or dependent child of a Village official in violation of the Village Code, Title1, Chapter 17, Section 9-2.

Additionally, that:

17.05. The Landscape Architect is not delinquent in any obligation to the Illinois Department of Employment Security.

17.06. The Landscape Architect maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

17.07. 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 Landscape Architect; or, if the Landscape Architect'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 Landscape Architect, 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 the Landscape Architect, the Landscape Architect has disclosed to the Village in writing the name(s) of the holder of such interest.

17.08. 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 Landscape Architect in violation of Chapter 2, Article XIX of the Code of Ordinances, Village, Illinois;

17.09. The Landscape Architect 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 Chapter 2, Article XIX of the Code of Ordinances, Village, Illinois;

17.10. The Landscape Architect is not in violation of Title 1, Chapter 14, Section 2 of the Village Code by an officer or employee of the Village having 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 Landscape Architect.

17.11. The Landscape Architect is not in violation of Title 1, Chapter 14, Section 2 or Title

1, Chapter 17, Section 9-3 of the Village Code by the Landscape Architect having 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.

17.12. Neither the Landscape Architect 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 Landscape Architect 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 Landscape Architect changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Landscape Architect shall so notify the Village in writing within seven (7) days.

18. Assignment of Contract. The Landscape Architect acknowledges that the Village is induced to enter into this Agreement by, among other things, the professional qualifications of the Landscape Architect. This Agreement is exclusive between the Village and the Landscape Architect. This Agreement or any right or obligations hereunder may not be assigned by the Landscape Architect, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Landscape Architect for any reason.

19. Appropriation. 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. 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 Landscape Architect notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding. This Agreement shall remain in full force and effect until terminated by the Village or the Landscape Architect as provided herein.

20. Indemnification. The Landscape Architect shall defend, indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, reasonable costs and expenses, which may in anyway accrue against the Village, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful misconduct in performance of these Services by the Landscape Architect, 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. The Landscape Architect 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, employees and volunteers, in any such action, the Landscape Architect shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Landscape Architect 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 Landscape Architect 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.

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

21. Conflict of Interest. The Landscape Architect, during the period commencing upon the execution of this Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the Village or any contractor, subcontractor or material supplier performing work or supplying material to the Village without the express written consent of the Village.

22. Notices. Written notices between Village and Landscape Architect shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid or by overnight delivery service, addressed to the above parties as follows:

22.01. If to the Village:

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

22.02. If to Landscape Architect:

Hitchcock Design, Inc.
221 West Jefferson Avenue
Naperville, Illinois 60540
Attn: Richard Hitchcock, President

22.03. 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.

23. Entire Agreement. This agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This agreement may only be amended or a provision hereof waived by the parties by written

instrument executed by authorized signatories of the Village and Landscape Architect. This Agreement is executed that day and year first written above.

24. Suspension of Services. The Village may, at any time, by written notice to the Landscape Architect (Suspension of Services Notice) require the Landscape Architect to stop all, or any part, of the services required by this Agreement. Upon receipt of such notice, the Landscape Architect shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such notice. The Village shall pay the Landscape Architect for the services performed by the Landscape Architect up to the date of receipt of the Suspension of Services Notice. The Landscape Architect may suspend its services if the Village fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) provided, however, that the Landscape Architect notifies the Village in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed suspension date and provided further that the Village shall have the right to cure any default within said notification period.

25. Termination of Agreement.

25.01. This Agreement may be terminated by the Village by notifying the Landscape Architect in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date. In such event, Landscape Architect shall be paid for any and all services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the services performed. This Agreement may be terminated by the Landscape Architect if the Village fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), provided, however, that the Landscape Architect notifies the Village in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed termination date and provided further that the Village shall have the right to cure any default within said notification period.

25.02. This Agreement additionally may be terminated by the Village upon written notice to the Landscape Architect, 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:

25.02.01. If the Landscape Architect 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 Landscape Architect 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;

25.02.02. If a petition is filed against the Landscape Architect 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 Landscape Architect under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

25.02.03. If the Landscape Architect makes a general assignment for the benefit of

creditors;

25.02.04. If a trustee, receiver, custodian or agent of the Landscape Architect is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Landscape Architect 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 Landscape Architect's creditors;

25.02.05. If the Landscape Architect admits in writing an inability to pay its debts generally as they become due.

Upon termination, the Landscape Architect shall deliver to the Village, copies of partially completed drawings, specifications, partial and completed estimates, reports 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 Landscape Architect 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 Landscape Architect.

26. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

27. Compliance with Laws. The Landscape Architect shall comply with all laws, codes, ordinances and regulations that are in effect as of the date of this Agreement. The Landscape Architect 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 Services, and all such orders or enactments as exist at the present, 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 Landscape Architect 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 Surveyor or anyone subject to the control of the Landscape Architect.

28. Waiver of Breach. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

29. Obligations Survive. The obligations or duties imposed upon the Landscape Architect under the Agreement shall survive any termination or closeout of the Agreement.

30. Successors and Assigns. The Village and the Landscape Architect each binds itself, its partners, successors and assigns and legal representative to other party hereto and the partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

31. Independent Contractor. The Landscape Architect is an independent contractor and in providing its services under this Agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the Agreement.

32. Professional Landscape Architect. The Landscape Architect or the Landscape Architect employed by the Landscape Architect to perform the Services shall be licensed as a professional Landscape Architect by the Department of Financial and Professional Regulation, State of Illinois.

33. Professional Engineer. The electrical engineer employed by the Landscape Architect to perform the Services shall be licensed as a professional electrical engineer by the Department of Financial and Professional Regulation, State of Illinois.

34. Applicable State Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the Circuit Court of Cook County, Illinois.

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 Landscape Architect, this 8th day of July 2013.

Hitchcock Design, Inc., doing business as
Hitchcock Design Group

By _____
Richard Hitchcock, President

ATTEST:

By _____
Geoffrey Roehl, Secretary

Executed by the Village, this 8th day of July 2013.

Village of Brookfield

By _____
Kit P. Ketchmark, Village President

ATTEST:

By _____

Catherine Colgrass-Edwards, Village Clerk

EXHIBIT "A"

NOTICE TO BIDDERS AND INVITATION FOR BIDS VILLAGE OF BROOKFIELD KIWANIS PARK IMPROVEMENTS

RECEIPT OF BIDS

The Village of Brookfield will receive sealed proposals for the Kiwanis Park Improvements until ___:00 __.M. Central Daylight Savings Time, _____ day, _____, 2013, at the Office of the Village Manager. Bids will be opened and read in the Edward Barcal Hall in the Municipal Building, 8820 Brookfield Avenue, Brookfield, Illinois, on _____ day, _____, 2013, at ___:00 __.M., Central Daylight Savings Time. The Project consists of the following work:

VILLAGE OF BROOKFIELD KIWANIS PARK IMPROVEMENTS

CONTRACT DOCUMENTS

Specifications and bid forms may be obtained from the Office of the Village Manager, at 8820 Brookfield Avenue, Brookfield, Illinois 60513. No bidding documents will be issued after 4:30 P.M. on Friday, _____, 2013. Bid proposals must be submitted on the forms provided. Submission of a bid shall be conclusive assurance and warranty that the bidder has examined the plans, the site of the work and the local conditions affecting the contract and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its proposal resulting from failure or neglect to conduct an in-depth examination. The Village of Brookfield will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder. The bidder shall not take advantage of any error or omission in the plans or proposal. Sealed envelopes or packages containing bids shall be addressed to the Village Manager and plainly marked "BID PROPOSAL FOR KIWANIS PARK IMPROVEMENTS" on the outside of the envelope.

QUESTIONS, CHANGES, CLARIFICATION

Any questions that arise must be made in writing and shall be directed to the Village Manager by FAX (708-485-4971). The written questions, along with the Village's response, shall be circulated to all known potential bidders without identifying the party submitting the questions. The cut-off for receipt of additional questions shall be 12:00 Noon, Central Daylight Savings Time on _____, 2013, in order to facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be mailed and faxed to all known potential contractors by 4:00 P.M., Central Daylight Savings Time on _____, 2013. Receipt of any addenda must be acknowledged in writing as part of the Bidder's Proposal. Bidders shall be responsible for ensuring that they have received any and all addenda. The Village of Brookfield shall not assume responsibility for the receipt by the Bidder of any addenda.

BID SECURITY

Each proposal shall be accompanied by a proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier's check or a certified check payable to the "Village of Brookfield" for not less than five percent (5%) of the amount of the proposal. The proposal guaranty

checks of all, except the two responsive, responsible proposers which the village determines in its sole discretion to be the proposers with whom the village desires to commence negotiations for a contract, will be returned after the proposals have been checked and tabulated. The proposal guaranty checks of the two responsive, responsible proposers will be returned after the contract and the contract bond of the successful proposer have been properly executed and approved. Bid bonds will not be returned.

RIGHT TO REJECT BIDS

The Village of Brookfield reserves the right to waive technicalities and to reject any and all proposals for any reason deemed in the best interest of the Village of Brookfield.

AWARD OF CONTRACT

Unless all bids are rejected, the contract award will be made to the lowest responsive, responsible bidder that the Village of Brookfield in its sole discretion determines to be in the best interest of the village. In determining who the lowest responsive, responsible bidder is, the Village of Brookfield will consider all factors that it, in its discretion, deems relevant in determining who the lowest responsive responsible bidder is.

LEGAL REQUIREMENTS

Work performed under this contract shall be in accordance with Illinois Prevailing Wage Act (Illinois Compiled Statutes, Ch. 820, Act 130, Sections 1-12), Employment of Illinois Workers on Public Works Act (Illinois Compiled Statutes, Ch. 30, Act 570, Sections 1-7), Drug Free Workplace Act (Illinois Compiled Statutes, Ch. 30, Act 580, Sections 1-11).

Village of Brookfield, Illinois

Riccardo F. Ginex, Village Manager

EXHIBIT "B"

INSTRUCTIONS FOR BIDDERS

1. Preparation of Bids

- a) Bidders shall follow all instructions contained herein and included in the Invitation for Bids and bid forms for submission of bids on the contract item for which bids are sought.
- b) Bidders shall submit their bids in the manner required by the Invitation for Bids.
- c) The Bidder must submit its proposal on the supplied Proposal form. Unless otherwise provided, all prices shall be given in figures. Separate prices shall be entered for all pricing items indicated in the bid form. When alternate bids are sought for a particular contract item, the alternates will be identified in the bid form. A bid on every alternate is required unless otherwise specifically provided. When required by the Invitation for Bids, the Bidder shall indicate a unit price for each of the separate price items called for in the bid form. The Bidder may be required to show the products of the respective quantities and unit prices in a space provided for that purpose, and a gross sum shown in the place indicated in the bid form as the summation of those products. All writing shall be in a permanent, non-erasable form, except the signature of the Bidder, which shall be written in permanent, non-erasable ink. Proposals shall be free of erasures or interlineations. Proposals modified by erasures or interlineations will not be considered. Partial bids will not be considered.
- d) Each bid shall be accompanied by a bid bond in the form provided by the Village of Brookfield with the bid form package. The bid bond shall be made and tendered by a surety acceptable to the Village of Brookfield in the amount stated in the Invitation for Bids. The Village of Brookfield will accept a bank cashier's check or a certified check in lieu of a surety bid bond.
- e) Bidders before submitting their proposal, shall carefully examine the provisions of the contract documents, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and the wage rates applicable to the work, become fully informed as to the quality, quantity, cost, sources of supply, and time of delivery of the materials and equipment required and become fully acquainted with the detailed requirements of the construction.
- f) The general prevailing rate of wages in Cook County for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform the work.

2. Certifications

Each bid shall be accompanied by a Contractor's Certification in the form provided by the Village of Brookfield with the bid form package. The Bidder shall certify the following:

a) **Illinois Taxes**

The Bidder shall certify that if it is a partnership, that 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 Bidder shall certify that, if it is a partnership, that it has not, and its general partners have 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) **Educational Loan**

The Bidder shall certify that if it is an individual, that it is not, if it is a partnership, 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 in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

d) **Payment of Prevailing Wages**

The Bidder shall certify that it 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.*);

e) **Veterans Preference Act**

The Bidder shall certify that it 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.*);

f) **Employment of Illinois Workers on Public Works Act**

The Bidder shall certify that it 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.*);

g) **Drug-free Workplace**

The Bidder shall certify that it will provide a drug-free workplace by:

(A) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Bidder's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition;

(3) Notifying the employee that, as a condition of employment on such contract, the employee will:

- a. abide by the terms of the statement; and
- b. 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;

(B) Establishing a drug-free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Bidder'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 (A) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

(D) Notifying the Department within ten (10) days after receiving notice under subparagraph (A)(3)b from an 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.

h) **Human Rights Number**

The Bidder shall certify that at the time the Bidder submitted a bid on this contract, the Bidder 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.

i) **Prohibited Interest in Contract.**

The Bidder shall certify that:

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

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

j) **Gift Ban.**

The Bidder shall certify that:

(1) 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 Bidder in violation of Chapter 2, Article XIX of the Code of Ordinances, Village of Brookfield, Illinois; and

(2) the Bidder 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 Chapter 2, Article XIX of the Code of Ordinances, Village of Brookfield, Illinois.

k) **Substance Abuse.**

The Bidder shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Bidder 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.

1) **Presidential Executive Order 13224**

The Bidder 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 Bidder 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.

3. Experience

The Bidder shall provide the business information, information regarding terminations, litigation, suspension and debarment requested by the Village of Brookfield and at least four (4) references to the Village of Brookfield of work successfully performed, similar in nature to the proposed work, within the past three (3) years. The following shall be provided for each project.

- 1) The project owner's name.
- 2) The name, address, telephone number and e-mail address of the project owner's contact person.
- 3) The services provided and the dollar value of work performed on the project.
- 4) The inclusive dates the work was performed.

4. Delivery of Bids

Bids shall be sealed and submitted in the manner specified or allowed by the Invitation for Bids. When sent by mail, the sealed bid shall be addressed to the Village of Brookfield at the address and in care of the Village of Brookfield Manager. All bids shall be delivered and received by the Village of Brookfield prior to the time and at the place specified in the Invitation for Bids. The date and time of receipt will be recorded. Bids will remain sealed and will be stored in a secure place until the date and time established for bid opening. Bids received after the time specified will be returned to the Bidder unopened.

5. Change or Withdrawal of Bids

A Bidder may change or withdraw a bid if written or in-person notice of the change or withdrawal is received by the Village of Brookfield Manager before the time specified for submission of bids. No change or withdrawal is allowed after bid opening except as provided in Section 8 below. Changes must be initialed in ink by the Bidder.

6. Public Opening of Bids

Bids will be opened and read publicly at the time and place specified in the Invitation for Bids. The name of each Bidder and the price term of each bid will be read aloud and recorded in a tabulation of bids for each contract item advertised. After execution of the contract, the tabulation of bids in the

total amount and unit price items, if applicable, of all Bidders will be available for public inspection.

7. Consideration of Bids

a) After the bids are opened, read and recorded, the bids will be reviewed for responsiveness to the Invitation for Bids and conformity with all requirements prescribed in these Instructions. If unit prices are required, the bids will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices.

b) The right is reserved by the Village of Brookfield to reject any or all bids, to waive minor informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any Bidder regarding information contained in a bid.

c) Reasons for rejection of all bids include but are not limited to:

1) The object of the contract being procured is no longer required.

2) The contract provisions require amendment.

3) The solicitation did not provide for consideration of all factors of significance to the Village of Brookfield.

4) The bid prices exceed available funds or the bid prices exceed the anticipated estimate of costs to the extent that, in the judgment of the Village of Brookfield Manager, prices are unreasonable.

5) Evidence of collusion among Bidders.

6) Actions or events beyond the control of the Village of Brookfield, such as strikes, acts of God, material shortages, acts of the public enemy or litigation, would have an adverse effect on the completion of the anticipated contract.

d) Reasons for rejection of any individual bids include, but are not limited to:

1) More than one bid for the same contract item from a Bidder under the same or different names.

2) Evidence of collusion among Bidders.

3) Unbalanced bids in which the bid prices for some items are, in the judgment of the Village of Brookfield, out of proportion to the bid prices for other items.

4) The bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.

5) The bid form is other than that furnished or authorized by the Village of Brookfield, or if the form is altered or any part thereof is detached.

- 6) There are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend, in the judgment of the Village of Brookfield, to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- 7) The Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 8) The bid is not accompanied by the proper bid bond or substitute guaranty.
- 9) The bid is prepared in any manner other than as indicated in these Instructions or the Invitation for Bids making the bid not responsive.
- 10) The Bidder:
 - (i) violated a material term of a prior contract with the Village;
 - (ii) committed an act or omission which negatively reflects on the Bidder's quality, fitness, or capacity to perform a contract with the Village, any other public entity, or engaged in a pattern or practice which negatively reflects on same;
 - (iii) committed an act or omission which indicates a lack of business integrity or business honesty;
 - (iv) made or submitted a false claim against the Village or any other public entity;
 - (v) provided false information to the Village;
 - (vi) been suspended pursuant to Sections 20-75 and 50-65 of the Illinois Procurement Code (30 ILCS 500/20-75 and 50-65) by a State of Illinois agency;
 - (vii) been suspended or debarred by the United States through a federal agency;
 - (viii) been suspended by the Illinois Department of Labor pursuant to Section 11a of the Prevailing Wage Act (820 ILCS 130/11a);
 - (ix) been suspended or debarred because of bid rigging or bid rotating convictions pursuant to the provisions of Article 33E of the Criminal Code of 1961 (720 ILCS 5/Art. 33E);
 - (x) been suspended or debarred pursuant to the provisions of the Illinois Procurement Code (30 ILCS 500);
 - (xi) been suspended or debarred pursuant to the operation of Section 6 of the Drug Free Workplace Act (30 ILCS 580/6);
 - (xii) has been debarred by operation of the Educational Loan Default Act (5 ILCS 385);

- (xii) been suspended or debarred by operation of Section 25 of the Procurement of Domestic Products Act (30 ILCS 517/25);
- (xiii) has filed for protection from creditors pursuant to the bankruptcy laws of the United States;
- (xiv) has a performance evaluation determined by the Village to be unsatisfactory;
- (xv) has failed to execute a contract after award or has caused the re-advertisement of a project through mistakes or neglect in the bidding procedures;
- (xvi) has defaulted or otherwise substantially breached its obligations on previously awarded contracts or contracts approved for award by the Village;
- (xvii) has failed to submit final documentation on any open contract or to pay, or satisfactorily settle, all bills due for labor and material on previously awarded contracts; or
- (xvi) has been convicted for the violation of any state or federal law having relevance to the integrity and reliability of the Bidder.

8. Mistakes

a) If a Bidder claims a mistake in its bid, the bid may be withdrawn in accordance with this section without payment of damages to the Village of Brookfield as provided in the terms of a bid bond or other bid security, provided the Bidder claiming the mistake demonstrates to the Village of Brookfield with competent and reliable evidence:

- 1) that the claimed mistake is related to a material feature of the contract;
- 2) that the mistake would have serious, material consequences to the Bidder such that enforcement of a contract would be unconscionable;
- 3) that the mistake occurred notwithstanding the exercise of reasonable care by the Bidder; and
- 4) that the Bidder has raised the claim of a mistake without delay in order to prevent the Village of Brookfield from altering its position in such a manner that loss to the Village of Brookfield would occur.

b) The Village of Brookfield reserves the right to correct obvious, apparent errors in bids. A bid may not be withdrawn if a mistake is apparent and the intended correct bid is clearly evident on the face of the bid. Examples of mistakes that may be clearly evident on the face of the bid include, but are not limited to, typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

c) Mistakes claimed after execution of the contract will not be corrected.

9. Award after Bid Evaluation

a) Unless all bids are rejected, an award notification will be made to the lowest responsible Bidder whose bid is responsive to and conforms to the requirements and criteria of the invitation. Tie bids will be decided by lot. All responsibility, responsiveness, and price factors are considered so as to select the bid most advantageous to the Village of Brookfield. An individual contract item advertised in an Invitation for Bids may state other, additional award and evaluation criteria that will be capable of objective consideration for award.

b) Responsibility of Bidders will be determined based upon the following factors unless some other or additional factors or prequalification procedures are stated in the Invitation for Bids:

1) The Bidder shall possess the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations.

2) The Bidder shall have a satisfactory record of performance as determined by the Village of Brookfield, including but not limited to, a sound record of integrity and business ethics.

3) The Bidder shall be under no legal disability of any kind to contract with the Village of Brookfield.

4) The Bidder shall have submitted all information requested by the Invitation for Bids concerning responsibility.

10. Time for Award

Unless the Invitation for Bids specifies a different time for bid acceptance, a notification of award will be made in writing dated within sixty (60) calendar days after the opening of bids.

11. Delay in Award

Should circumstances be encountered after the bid opening that may delay the award beyond the sixty (60) day or other advertised period, the responsive Bidders may be requested to extend the bid acceptance period.

12. Binding Contract

a) Once an award has been made, the Bidder is bound to perform according to the terms and conditions of the contract, the Invitation for Bids and these Instructions.

b) An approved contract executed by the Village of Brookfield is required before the Village of Brookfield is bound. An award may be canceled any time by the Village of Brookfield prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Village of Brookfield, the best interests of the Village of Brookfield will be promoted.

13. Requirement of a Contract Bond

The successful Bidder awarded a contract shall furnish the Village of Brookfield a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. *(See the Public Construction Bond Act [30 ILCS 550].)* The surety shall be acceptable to the Village of Brookfield, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Village of Brookfield. Performance security for other contracts shall be as stated in the Invitation and contract.

14. Insurance Requirements

The successful Bidder awarded a contract shall furnish and maintain the insurance coverage specified in the contract documents provided by insurance companies acceptable to the Village of Brookfield 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 of Brookfield 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 the contract documents.

15. Execution of Contract

a) The bid form submitted by the Bidders may be in such a form that the signature of the Bidder on the form is also the signature of the Bidder for purposes of contract execution. In such circumstances, the Village of Brookfield will, after acceptance and approval of the bid for contracting purposes, execute the contract and return a copy to the Bidder.

b) If the contract as bid requires additional execution by the Bidder, the contract shall be executed by the successful Bidder and returned, together with any required contract bond, within 15 days after the contract has been mailed to the Bidder. Failure of the successful Bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the Bidder is cause for the cancellation of the award and the forfeiture of the proposal guaranty. If the contract is not executed by the Village of Brookfield within 15 days following receipt from the Bidder of the properly executed contract and bond, the Bidder shall have the right to withdraw the bid without penalty.

EXHIBIT "C"

GENERAL CONDITIONS

SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 101. DEFINITION OF TERMS

Wherever in these Special Provisions 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 Contract Documents 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 Landscape Architects
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 capacity of a river, stream or other body of water is not a cataclysmic event unless the floodwater elevation exceeds the 100-year flood elevation as defined in the Contract.

101.04 Construction Documents. The plans, specifications and drawings created by the Landscape Architect pursuant to which the Project is to be constructed by the Contractor.

101.05 Contract. The written agreement between the Village and the Contractor entitled "Construction Contract," setting forth the obligations of the parties thereunder, including, but not limited to, the performance of construction management services for the Project and the basis of payment. The Contract includes the Contract Documents all of which constitute one instrument.

101.06 Contract Bond. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will execute the Work according to the terms of the Contract.

101.07 Contract Time. The number of calendar days allowed for completion of the Project by the Contractor, including authorized time extensions as required or permitted herein.

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

101.09 Contractor's Representative. The person designated by the Contractor as its representative and serving as its Project Manager.

101.10 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 Project.

101.11 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.

101.12 Materials. Any substances specified for use in the construction of the Project and its appurtenances.

101.13 Special Provisions. Additions and revisions to the General Conditions, covering conditions peculiar to this individual Contract.

101.14 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.

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

101.16 Village. The Village of Brookfield, Illinois

SECTION 102. CONTRACT REQUIREMENTS

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

102.01.01 Has carefully examined the provisions of the Contract, inspected in detail the observable conditions at the site of the proposed Project, investigated and become familiar with local legal requirements affecting the Contract and is fully acquainted with the detailed requirements of the Work;

102.01.02 Agrees, subject to the terms and conditions of the Contract Documents, to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make reasonable examinations or gain a reasonable understanding of the Contract requirements.

102.02 Certifications. The executed Contract shall be accompanied by Contractor's Certification in the form attached hereto as Exhibit "A." The Contractor shall certify the following:

102.02.01 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.

102.02.02 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.

102.02.03 Drug-free Workplace. The Contractor shall certify that it will provide a drug-free workplace by:

102.02.03.01 Publishing a statement:

102.02.03.01.01 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

102.02.03.01.02 Specifying the actions that will be taken against employees for violations of such prohibition;

102.02.03.01.03 Notifying the employee that, as a condition of employment on such Contract, the employee will:

102.02.03.01.03.01 abide by the terms of the statement; and

102.02.03.01.01.02 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;

102.02.03.02 Establishing a drug-free awareness program to inform employees about:

102.02.03.02.01 the dangers of drug abuse in the workplace;

102.02.03.02.02 the Contractor's policy of maintaining a drug-free workplace;

102.02.03.02.03 any available drug counseling, rehabilitation, and employee assistance program; and

102.02.03.02.04 the penalties that may be imposed upon employees for drug violations;

102.02.03.03 Making it a requirement to give a copy of the statement required by subparagraph 102.02.03.01.03 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

102.02.03.04 Notifying the Village within ten (10) days after receiving notice under subparagraph 102.02.03.01.01.02 from an employee or otherwise receiving actual notice of

such conviction;

102.02.03.05 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;

102.02.03.06 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;

102.02.03.07 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

102.02.04 Educational Loan. The Contractor shall certify that if it is an individual, that it is not, if it is a partnership, 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 in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

102.02.05 Human Rights Number. The Contractor shall certify that at the time the Contractor submitted a proposal 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.

102.02.06 Prohibited Interest in Contract. The Contractor shall certify that:

102.02.06.01 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

102.02.06.02 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.

102.02.07 Gift Ban. The Contractor shall certify that:

102.02.07.01 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 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois; and

102.02.07.02 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 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois.

102.02.08 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.

102.02.09 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. The Contractor shall furnish a performance bond and a labor and material payment bond with good and sufficient sureties in the full amount of the Contract as the penal sum in a form acceptable to the Village. (*See the Public Construction Bond Act [30 ILCS 550].*) The surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time.

SECTION 103. VILLAGE'S OBLIGATIONS

103.01 Duty to Cooperate. The Village shall, throughout the performance of work on the Project, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate the timely and efficient performance of work.

103.2 Furnishing of Services and Information

103.02.01 The Village shall provide, at its own cost and expense, for Contractor's information and use, all of following, which Contractor is entitled to rely upon in performing its Work:

103.02.01.01 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Contractor to perform the Work;

103.02.01.02 A legal description of the Site;

103.02.01.03 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous conditions, in existence at the Site.

SECTION 104. SCOPE OF WORK

104.01 Intent of the Contract. The intent of the contract is to prescribe a complete outline of work, which the Contractor undertakes to do in full compliance with the Contract Documents. 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.

104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work. The Village reserves the right to make, in writing, at any time during work, changes or alterations in the work and the performance of extra work to complete the project satisfactorily. Such changes, alterations and extra work shall not invalidate the contract nor release the surety. The Contractor shall perform the work as altered. If the alterations or changes significantly change the character of the work under the contract, an adjustment 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 may determine to be fair and equitable. The basis for the adjustment for work performed by a Subcontractor shall be at the cost charged by the Subcontractor plus fifteen percent (15%) for the Contractor's overhead and profit. All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Village before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. Claims for extra work that have not been authorized in writing by the Village will be rejected. The Contractor shall accept payment for alterations, which result in an increase or decrease in the work, to be performed according to the following:

104.02.01 No allowance will be made for delays or anticipated profits.

104.02.02 Extra work which is not included in the Contract, the cost of which is not otherwise agreed to, will be paid for according to Article 109.04.

104.02.03 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.

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 in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Village will investigate the conditions, and if it 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 will notify the Contractor of its determination whether or not an adjustment of the contract is warranted.

No contract adjustment, which 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. All work of the contract shall be completed to the satisfaction of the Village. The decision of the Village in consultation with the Architect shall be final on all questions which may arise regarding, 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; 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 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.

The contract does not require the Village to provide the Contractor with direction or advice on how to do the work. If the Village approves or recommends any method or manner for doing the work, the approval or recommendation shall not guarantee 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. Any approval or recommendation received by the Village, which causes an increase in cost, will be approved through a valid change order.

Subject to Contractor's rights to payment and the Village's obligation to agree to contract adjustments in time and cost, in case of failure on the part of the Contractor to execute work ordered by the Village, the Village 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 increase the amount payable to the Contractor or to extend the Contract Time may only be exercised by written change order signed by the Village President and authorized by a due and proper vote of the Board of Trustees. Change orders or a series of change orders that total \$10,000 or more or extend the time of completion by a total of 30 days or more, may only be authorized if the Board of Trustees determines, in writing, that (1) the circumstances that necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the Village. Contractor shall not be obligated to perform any work relating to a change order unless and until the due and proper vote of the Board of Trustees is taken, and the approval is transmitted to the Contractor.

105.02 Conformity with Contract. All work performed and all materials furnished shall be in conformity with the contract. All work or material, which 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 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 shall

document the basis of acceptance by contract modification, which may provide for an appropriate adjustment in the contract price for such work or materials as the Village deems necessary to conform to the determination. The determination of the Village will be based on the best engineering judgment of the Village and shall be subject to the procedure outlined in Paragraph 109.10.04 of this Contract. Work done contrary to instructions given by the Village or any extra work done without written approval given by the Village will be considered as 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 made under the provisions of this Article, the Village 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, 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 Contract Documents and thoroughly experienced in the type of work being performed, who shall receive instructions from the Village or authorized representatives. The superintendent shall have full authority to execute orders or directions of the Village without delay, and to supply promptly such materials, equipment, tools, labor, and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

105.04 Authority and Duties of the Village. The Landscape Architect, the Village Engineer and Village building inspectors are authorized to inspect the Project, and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Village building inspectors are not authorized to alter or waive the provisions of the Contract Documents. The inspectors are not authorized to issue instructions contrary to the Contract Documents, or to act as foreman for the Contractor. The inspectors have the authority to reject defective Work or material and to suspend any Work being improperly performed.

105.05 Inspection of Work. All materials and each part or detail of the Project shall be subject at all times to inspection by the Village. Such inspection may include any material furnished under the Contract Documents. The Village and the 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 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 Contract Documents. 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 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 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 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 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 to be specified for the Project shall meet all quality requirements of the Contract Documents. All materials specified by Contractor for permanent incorporation in the Project 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. 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 pursuant to the provisions of this Article, the Village 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, 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 Contract Documents; 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 its selection of labor, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

107.08.01 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.

107.08.02 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. The Contractor may place no more than three (3) of its 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.

107.08.03 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. 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.

During the performance of this Contract, the Contractor shall:

107.10.01 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.

107.10.02 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.

107.10.03 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.

107.10.04 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.

107.10.05 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.

107.10.06 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.

107.10.07 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.

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 of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where it has obtained identical certifications from proposed contractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed contractors or material suppliers who are contracting directly with Contractor, prior to the award of contracts 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 Village shall procure all permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. The Contractor and each Subcontractor shall obtain all licenses, and pay all charges and fees for such licenses, required for the lawful prosecution of the Work. If the Village requests that the Contractor obtain any permits in connection with the Work, the Village shall pay all applicable fees for such permits.

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, unless required by the Contract Documents, 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 proposed 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 reasonable precautions, consistent with applicable Legal Requirements, at all times for the protection of persons and properties at the Work site. 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 minimize to the extent feasible, inconvenience to the public. The convenience of the general public shall be reasonably 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. 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 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 Contract Documents 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 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 proposal 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.

107.17.01 Worker's Compensation and Employers Liability.

107.17.01.01 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.

107.17.01.02 Employer's Liability.

107.17.01.02.01 Each Accident \$1,000,000

107.17.01.02.02 Disease-policy limit \$1,000,000

107.17.01.02.03 Disease-each employee \$1,000,000

107.17.02 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 coverage shall provide by an endorsement in the appropriate manner and form, that the Village, its officials, agents and representatives 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.

The general aggregate limit shall be endorsed on a per-project basis.

107.17.02.01 General Aggregate Limit \$2,000,000

107.17.02.02 Products-Completed Operations Aggregate Limit \$2,000,000

107.17.02.03 Each Occurrence Limit \$1,000,000

107.17.03 Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

107.17.03.01 Bodily Injury & Property Damage Liability Limit: \$1,000,000 each occurrence

107.17.04 Umbrella Liability. 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.

107.17.04.01 Liability Limit: \$10,000,000.00 combined single limit.

107.17.05 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.

107.17.06 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.

107.17.07 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:

107.18.01 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 B) Pre-2004 version, CG 2026 (Exhibit C) Pre-2004 version.

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

107.18.03 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 the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers, in which case the Village shall pay any additional costs associated with such reduced deductibles; or the Contractor shall procure a bond, at the Village's expense, 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:

107.20.01 General Liability and Automobile Liability Coverages.

107.20.01.01 The Village, its officials, agents and representatives are to be named 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 and employees.

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

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

107.20.01.04 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.

107.20.01.05 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 and employees as additional insureds.

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

107.20.02 Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents and employees 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 "E"), 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 "F")

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 "F"), such as ISO Additional Insured Endorsements CG 2010 (Exhibit B) or CG 2026 (Exhibit C). 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 subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by 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 work place safety. Any inspection of the work conducted by the Village, the construction Landscape Architecting consultant(s), and the officers and employees of any of them, 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 work place 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 work place shall be provided for all employees of 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 work place safety act of Illinois, or other work place safety requirement imposed by the Contractor or a subcontractor. The Contractor agrees to require this work place 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's Builder's Risk Insurance Policy covers damage to the Work, and except when the Village 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. These exceptions shall not apply should the Village determine that the loss, destruction or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound Landscape Architecting and construction practices while conducting the work. 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 Village 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 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 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, Illinois, 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 thereby, there shall be no personal liability upon the Village or authorized representative, it being understood in such matters that they act as agents and representatives of the Village. The Contractor 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, nor from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; nor 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, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the Village 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 it shall further determine that loss or inconvenience would result to any party in interest, it 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 incidental to the Contractor's compensation, 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. The Contractor will be permitted to enter into Trade Contracts. The Village may request the Contractor provide proof the proposed Subcontractor has the experience, ability, and equipment the Work requires. No Trade Contracts, 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 shall be with the Contractor. The Contractor's Representative shall be on the job at all times when either Contract or Subcontractor Work is being performed. All Trade Contracts shall be in writing and contain 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 Trade Contracts upon notice. Upon joint agreement of the Village and the Contractor, anyone who does not perform satisfactory work will be removed from the premises. 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 Project.

108.02 Progress Schedule. After the award of the contract and prior to starting work, the Contractor shall submit to the Village a satisfactory progress schedule or critical path schedule, which 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 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 (10) working days, the Village 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

45 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 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 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 contained in the Contractor's Proposal.

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 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, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Village, 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. 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 may suspend the work by written notice until such orders are complied with.

All equipment that 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 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. 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 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 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 may direct. No change will be made in basis of payment for the

construction items involved nor 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'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 bid requirements for Trade Contracts shall provide that the steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in connection with the Project 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, each Subcontractor and their Subcontractors 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. The Contractor shall be responsible to notify each Subcontractor and their Subcontractors of the wage rates set forth in this Contract and any revisions thereto. If the Illinois Department of Labor revises the wage rates, the revised rate as provided by the Village shall apply to this Contract. (See Exhibit "G")

The Contractor, each subcontractor and their subcontractors 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.

Upon two business days' notice, the Contractor, each subcontractor and their subcontractors shall make available for inspection the records to the Village, its officers and agents, and to the Illinois Director of Labor and its deputies and agents at all reasonable hours at a location within Illinois. The Contractor, each subcontractor and their subcontractors shall permit its employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Illinois Department of Labor.

The Contractor, each subcontractor and their subcontractors shall submit monthly, in person, by mail, or electronically a certified payroll to the Village (Exhibit "H"). 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, subcontractor or their subcontractors, as applicable, which avers that:

108.08.01 such records are true and accurate;

108.08.02 the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

108.08.03 the Contractor or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

108.09 Suspension of Work. The Village shall have authority to suspend the Work, in 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 written orders of the Village. 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, and take every precaution to prevent damage or deterioration of the Work performed. The Contractor shall not suspend Work without written authority from the Village. 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 herein below, 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 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 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 will evaluate the Contractor's request. If the Village determines 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 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 wrongful acts or omissions of the Contractor, a Subcontractor, their Subcontractors, or their suppliers. The Village will notify the Contractor of its 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.

108.10.01 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:

108.10.01.01 Conduct or lack of conduct by the Village, its subcontractors or their 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;

108.10.01.02 War, national conflicts, terrorist acts or priorities arising therefrom including restrictions of the ability to procure critical materials;

108.10.01.03 Fires;

108.10.01.04 Epidemics;

108.10.01.05 Strikes or other labor disruptions extending in duration more than five calendar days;

108.10.01.06 Material delivery;

108.10.01.07 Cataclysmic events;

108.10.01.08 Events beyond the control of the Contractor and events not reasonably foreseeable;

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 Contractor's identification 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 any Work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of portions of the Project to be performed by the 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 will consider how timely the Contractor prosecuted the Work up to the point of the delay according to the progress schedule according to Article 108.02 when considering the request. No extension of time will be granted unless the delay in the 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.

108.10.02 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, or unless such extension of time is required as a result of an act or omission of the Village.

108.11 Failure to Complete the Work on Time. Time is of the essence to the Contract. Should the Contractor fail to complete a critical path item 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 Thousand Dollars (\$1,000.00) 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, Landscape Architecting, 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 any work that prohibits the Village's use of the facility or occupation of the premises. The liquidated damage amount specified will accrue and be assessed until the work is substantially complete, and during the completion of any final punch list items that prohibit the Village's use of the facility or occupation of the premises. 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 to ensure the completion of said Work within the specified time, or shall perform the Work in a manner inconsistent with the Contract Documents or shall neglect or refuse to require Subcontractors to remove materials or perform anew their work as shall be rejected as defective or nonconforming, or if Contractor 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 accordance with terms of the Contract, the Village 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 cure or commence and diligently pursue a cure of such default, the Village shall, upon written certificate from the Village of the fact of such delinquency and the Contractor's failure to comply with said notice, have the right to terminate this Contract 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 reasonable opinion, shall be required for the completion of said Contract as required herein. When the Village calls upon the Surety to complete, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances belonging to Contractor 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 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 Work called 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 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 the 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 the 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 contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in its contract have been completed, payment will be made at a proportionate value; 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 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, and that are not incorporated in the work may, at the option of the Village, 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. 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.

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 Contract Documents. 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 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.

109.04 Payment for Extra Work. Extra Work which results from any of the changes as specified in Article 104.02 shall not be started until written authorization from the Village 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.

109.04.01 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.

109.04.02 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.

109.04.02.01 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.

109.04.02.02 Bond, Insurance, and Tax. For property damage, liability, and workmen'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.

109.04.02.03 Materials. For materials accepted by the Village 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.

109.04.02.04 Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Village, the Contractor shall be paid the actual cost of rental of such equipment, including transportation charges paid by the Contractor. The equipment shall be of a type and size reasonably required to complete the extra work.

109.04.02.05 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.

109.04.02.06 Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Village 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.

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

109.04.02.07.01 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.

109.04.02.07.02 Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.

109.04.02.07.03 Quantities of materials, prices and extensions.

109.04.02.07.04 Transportation of materials.

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

109.04.02.08 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.

109.04.02.09 All statements of the cost of force account work shall be furnished to the Village 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 shall be paid in accordance with the terms of Section 108.14.

109.06 Partial Payments and Retainage. At least once each month, the Contractor shall submit to the Village an Application for Payment, in writing, based upon percent of Project completion, and the value thereof. 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. After fifty percent (50%) or more of the Work is completed, the Village may, at its discretion, approve 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 (5%) of the total adjusted Contract price. When the principal items of the work have been satisfactorily completed, a semi-final Application for Payment may be made with the consent of the surety. Payment to the Contractor under such Application for Payment 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 Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Village:

109.07.01 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;

109.07.02 Duly executed unconditional 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. Provided that the Village is not in breach of its contractual obligation to make payment to the Contractor, the Contractor shall indemnify and save the Village harmless from all claims of Subcontractors, laborers, workmen, 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;

109.07.03 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.

109.07.04 The Village shall receive the Contractor's and subcontractors' lien waivers supporting each partial payment estimate in trust and shall hold the lien waivers in trust until payment is made to the Contractor. The Village shall deliver to the Contractor a trust receipt evidencing its receipt of the lien waivers in trust. In the event that the Village fails to make payment to the Contractor in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), the Village shall return the lien waivers from Contractor or its Subcontractors supporting the partial payment estimate to the Contractor.

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, a final Application for Payment showing the value of the Work will be prepared by the

Contractor and submitted to the Village, all prior Applications for Payment 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 Application for Payment 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 relevant 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 relevant 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, unless a claim is made in accordance with the procedure outlined in Paragraph 109.10.04. 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 without being first required to make payment to the subcontractor provided: 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's 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.

109.10.01 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. As a minimum, the following information must accompany each claim submitted:

109.10.01.01 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.

109.10.01.02 The name of any Village official or employee involved in or knowledgeable about the claim.

109.10.01.03 The specific provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim.

109.10.01.04 If the claim relates to a decision of the Village which the Contract leaves to the Village's discretion or as to which the Contract provides that the Village's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Village.

109.10.01.05 The identification of any documents and the substance of any oral communications that support the claim.

109.10.01.06 Copies of any identified documents, other than Village documents and documents previously furnished to the state by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).

109.10.01.07 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.

109.10.01.08 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.

109.10.01.09 A statement containing the following language:

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

(Name), of _____,
(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 _____, _____

Notary Public
My Commission Expires _____

109.10.02 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.

109.10.03 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 20 calendar days' notice to the Contractor or its agents if an audit is to be commenced more than 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 relating to the Project 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.

109.10.03 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 Contract Documents.

109.10.04 Procedure. The Village provides two administrative levels for claims review.

Level I – Village Project Representative
Level II - Village Board of Trustees

All claims shall first be submitted at Level I. The Village shall consider all information submitted with the claim and shall render a detailed decision in writing on the claim within ten (10) days after receipt, which decision shall address each required element of the Claim, indicating Village's concurrence or disagreement with such element. Claims not conforming to this Article will be returned without consideration. The Village may schedule a claim presentation meeting if in the Village'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 ten (10) 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 thirty (30) 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 thirty (30) 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.

109.10.05 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 is to be paid in accordance with the terms of this Contract. 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 the Trade Contractors 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 Contract or for the recovery for any penalties or attorneys' 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 Contract. The Contractor and Subcontractor shall include the requirements of this Article in all subcontracts.

EXHIBIT A

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, _____, hereby certify that I am the President of _____,
(Name of President)

(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 corporation, 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 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) the Contractor, at the time the Contractor submitted a proposal on this contract, 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;

(G) 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.

(H) 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 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois; and

(I) 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 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois.

(J) 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.

(K) 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: _____, 2013

Contractor:

(Name of Contractor)

By: _____

_____, President

(Name of President)

STATE OF ILLINOIS)

) ss.

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the President of _____,

(Name of President)

(Name of Contractor)

appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____, 2013

Notary Public

EXHIBIT B

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 C

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 D

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 Abodily injury@ or Aproperty damage@ caused, in whole or in part, by Ayour work@ at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the AproductsCcompleted operations hazard@.

CG 20 37 07 04

8 ISO Properties, Inc., 2004

EXHIBIT E (EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE					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		Completed	
			INSURER B: Name of Insurance Company		Completed	
			INSURER C: Name of Insurance Company		Completed	
			INSURER D: Name of Insurance Company		Completed	
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	GENERAL LIABILITY CG001 <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		AUTOMOBILE LIABILITY CA001 <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	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	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS= LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input type="checkbox"/> WC STATU- <input checked="" type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-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.						
CERTIFICATE HOLDER			CANCELLATION			
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 F

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 G

Cook County Prevailing Wage for July 2013

(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		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN		ALL		34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD	1	46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	2	44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	3	42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	4	40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	5	49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	6	47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	7	49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	5	52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	1	44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	2	43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	3	41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	4	40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	5	39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	6	47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	7	45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	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
PILEDRIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880

ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER		BLD		41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660
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	8.350	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
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		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

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 Years 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 LANDSCAPE ARCHITECT - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Landscape Architects); 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; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; 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; 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; 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; 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; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING LANDSCAPE ARCHITECTS - 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: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; 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; Hydraulic Backhoes; Backhoes with shear attachments; 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; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two Landscape Architects); Tractor with Boom; Tractaire with Attachments; Trenching Machine; 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; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; 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; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling 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.; Fireman on Boilers; 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); Hydro-Blaster; Light Plants, All (1 through 5); Pumps,

Exhibit "C"
General Conditions

Village of Brookfield - Page 97 of 115

over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING LANDSCAPE ARCHITECT - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Landscape Architect (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Landscape Architect (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Landscape Architect, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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;

Exhibit "C"

General Conditions

Village of Brookfield - Page 98 of 115

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 Landscape Architect 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 Landscape Architect. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

EXHIBIT H

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 website at www.state.il.us/agency/idol 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

Address: _____

_____ (name

Village, State, Zip: _____

of project); that during the payroll period commencing

Telephone Number: _____

on the _____ day of _____, _____ (year), and

Company Name: _____

ending on the _____ day of _____, _____ (year),

Contact Person: _____

all persons employed on said project have been

Address: _____

paid the full wages earned, that no rebates

Village, State, Zip: _____

have been or will be made either directly or indirectly

Telephone Number: _____

to or on behalf of said _____

Company Name: _____

(name of contractor or subcontractor) from the full

Contact Person: _____

wages earned by any person, and that no

Address: _____

deductions have been made either directly or

Village, State, Zip: _____

indirectly from the full wages earned by any

Telephone Number: _____

persons, other than permissible deductions as

Company Name: _____

defined by Federal and/or State law. I further certify

Contact Person: _____

that this payroll is correct and complete; that the wage

Address: _____

rates contained therein are not less than the actual

Village, State, Zip: _____

rates herein stated and that the classification set forth

Telephone Number: _____

Signature: _____

EXHIBIT "D"

RETURN WITH BID

**PROPOSAL FOR:
VILLAGE OF BROOKFIELD
KIWANIS PARK IMPROVEMENTS**

TO: Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
(708) 485-7344

1. In conformity with the Notice to Bidders and Invitation for Bids and the Instructions for Bidders, the undersigned, having examined the Proposal and Specifications, submits the following proposal of

(Contractor's Name)

for the Village of Brookfield Kiwanis Park Improvements to be constructed in strict compliance with Notice to Bidders and Invitation for Bids, the General Conditions, the Specifications, Special Provisions, Proposal and Contract Bond which are essential documents of and to which the undersigned agrees to accept as part of the contract.

2. The undersigned has, before submitting this proposal, carefully examined the provisions of the 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 construction. By submitting this proposal, the undersigned conclusively assures and warrants to the Village of Brookfield that the undersigned has made these examinations and that the undersigned understands all requirements for the performance of the work. If the undersigned's proposal is accepted, the undersigned agrees to be responsible for all errors in the proposal resulting from the undersigned's failure or neglect to comply with the Instructions for Bidders and agrees that the Village of Brookfield will, in no case, 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.

3. The undersigned agrees to complete the work within ____ (____) **calendar days** after the issuance of by the Village of a Notice to Proceed unless an extension of time is granted in accordance with the Specifications.

4. A proposal guaranty in the proper amount, as specified in the Special Provision for Bidding Requirements and Conditions for Contract Proposals, effective January 1, 2002, published by the Illinois Department of Transportation, Bureau of Local Roads, Check Sheet LRS6 accompanies this proposal.

5. If this proposal is accepted and the undersigned fails to execute the contract, it is hereby agreed that the Bid Bond or proposal guaranty check shall be forfeited to the Village of Brookfield.

6. An executed Contractor's Certification on the form provided herein accompanies this proposal.

7. The Village shall pay the Contractor for the performance of the work, at the unit prices set forth below. The quantities shown herein are approximate only and are subject to increase or decrease. The Contractor shall receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this bid. The undersigned submits the following schedule of prices covering the work to be performed under this contract:

Description	Unit	Quantity	Unit Price	Total
-------------	------	----------	------------	-------

Bidder's Proposal of Making Entire Improvements				

The undersigned Contractor acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

(If an individual):

Individual's Name

Street Address

City State Zip Code

Telephone Number

Signature of Bidder: _____

(If a partnership)

Partnership's Name

Street Address

City State Zip Code

Telephone Number

Signature of General Partner: _____

(If a corporation)

Corporate Name

Street Address

City State Zip Code

Telephone Number

Name of President

Signature of President:

Name of Secretary

Attest by Secretary:

respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2013.

Notary Public

My commission expires _____, 201__.

EXHIBIT "F"
CONTRACT

This Contract made this ___ day of _____, 2013 between the Village of Brookfield, the Village, and _____, the Contractor, for the Village of Kiwanis Park Improvements, Village of Brookfield, Illinois.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Village and the agreements set forth in the Proposal hereto attached, to be made Contractor, and according to the terms of the Contract Bond, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with Notice to Bidders and Invitation for Bids, the General Conditions, the Specifications, Special Provisions, Proposal and Contract Bond which are essential documents of and made a part of this Contract.

2. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's proposal.

B. **Contract Time**

The Contractor shall complete the Work within ___ (___) **calendar days** after the issuance of by the Village of a Notice to Proceed.

C. **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 Department, the Department 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.

3. **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.

4. **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 the Village:

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

b. If to the Contractor:

Name of Contractor

Street Address

City State Zip Code

Attn: _____

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.

5. **Entire Contract.** 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 the Contractor. This Contract is executed that day and year first written above.

Village: Village of Brookfield	Contractor: _____
By: _____ Kit P. Ketchmark, Village President	(If a corporation) By: _____ President
Attest:	Attest:
By: _____ Catherine Colgrass-Edwards, Village Clerk	By: _____ Secretary
	(If a partnership) By: _____ Partner
	(If an individual) By: _____

EXHIBIT "G"
CONTRACT BOND

WE, _____ as Principal, and _____ as Surety is held and firmly bound unto the Village of Brookfield in the penal sum of _____ Dollars (\$ _____ .00), lawful money of the United States, well and truly to be paid unto Village of Brookfield, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the Village of Brookfield this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the Village of Brookfield acting through its awarding authority for the performance of work on the attached contract and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including the payment of no less than the prevailing rate of wages as found by the Village of Brookfield pursuant to the Prevailing Wage Act (820 ILCS 130/1 *et seq.*), and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

The Principal and Surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the Village of Brookfield will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the Village of Brookfield and the Principal has been made.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Brookfield and its board of trustees harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 2013 A.D.

PRINCIPAL

SURETY

Company Name

Name of Surety

By: _____
Signature, Title

By: _____
Signature of Attorney-in-Fact

EXHIBIT "H"

LANDSCAPE ARCHITECT SERVICES FEES

<u>Labor Class</u>	<u>Per Hour</u>
Leadership	\$210.00
Management	\$140.00
Planning	\$130.00
Design	\$120.00
Documentation	\$ 85.00
Administrative Support	\$ 75.00
Construction Administration	\$ 130.00
Construction Observation	\$ 110.00

Expenses:

Sub-consultant fees, delivery, travel and reproduction expenses shall be invoiced at 115% of the Landscape Architect's cost.

Travel mileage in personal or company-owned cars shall be invoiced at 115% of the current Internal Revenue Service reimbursement rate.

EXHIBIT "I"
LANDSCAPE ARCHITECT'S CERTIFICATION

I, Richard Hitchcock, hereby certify that I am the President of Hitchcock Design, Inc. (the "Landscape Architect") and as such hereby represent and warrant to the Village of Brookfield as a condition of any agreement with the Village of Brookfield, Illinois, that the Landscape Architect, its shareholders holding more than five (5%) percent of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or 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 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;
4. Not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official in violation of the Village Code, Title1, Chapter 17, Section 9-2.

In addition, the Landscape Architect hereby represents and warrants to the Village of Brookfield, Illinois, as a condition of any agreement with the Village of Brookfield, Illinois, that the Landscape Architect:

1. Is not delinquent in any obligation to the Illinois Department of Employment Security.
2. Maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Landscape Architect's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement;
 - b. 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;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The Landscape Architect'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 Subsection 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 Village within ten (10) days after receiving notice under Paragraph A.3(b) from an 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.
3. Certifies 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 any interest in the Landscape Architect; or, if the Landscape Architect'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 Landscape Architect, 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 the Landscape Architect, the Landscape Architect has disclosed to the Village in writing the name(s) of the holder of such interest.
4. Certifies 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 Landscape Architect in violation of Section 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois;
5. 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 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois;

6. 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 Landscape Architect 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 Landscape Architect changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Landscape Architect shall so notify the Village in writing within seven (7) days.

Dated: July __, 2013

Landscape Architect: Hitchcock Design, Inc.

By: _____
Richard Hitchcock, President

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Richard Hitchcock, known to me to be the President of Hitchcock Design, Inc. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed and as the authorized free act and deed of Hitchcock Design, Inc.

Dated: July __, 2013

Notary Public



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 COMMITTEE OF THE WHOLE MEETING

Monday, July 8, 2013

7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

AGENDA

- A. **Discussion** – Draft Audit
- B. **Discussion** – Chamber 5K Run
- C. **Discussion** – Cancellation of August 12th meeting
- D. **Discussion** – Parking Amendment 4100 to 4300 Maple “No Parking”
- E. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- F. **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

ITEM: 2012 Annual Audit Report (Comprehensive Annual Financial Report)

COMMITTEE DATE: July 8, 2013

PREPARED BY: Doug Cooper, Finance Director

PURPOSE: Summary/Update Audit Report

BUDGET AMOUNT: None

BACKGROUND:

Attached is 2012 annual audit for the year ended December 31, 2012. Mr. Ronald Amen, Partner at Lauterbach and Amen will be available at the next Committee Meeting to make a short presentation and answer any questions. The attached schedule highlights the Annual Financial Report.

If you have any questions or comments, please inform staff.

ATTACHMENTS:

1. Schedule of highlights.

STAFF RECOMMENDATION:

None-informational only

REQUESTED COURSE OF ACTION:

None-informational only

**VILLAGE OF BROOKFIELD
ANNUAL FINANCIAL REPORT
SCHEDULE OF HIGHLIGHTS FOR THE YEAR ENDED DECEMBER 31, 2012**

ITEM #	PAGE #	DESCRIPTION
1.	10	For the Year Ended December 31, 2012, the General Fund experienced an Excess of Revenues over Expenditures and other Financing Sources and Uses in the amount of \$356,382.
2.	7	The General Fund shows a committed balance of \$806,816. An additional \$300,000 will be added to this amount in July 2013.
3.	7	Total General Fund Fund Balance amounts to \$2,019,146, or 114.48% of General Fund Expenditures. The goal of the Village is to achieve a 25% ratio.
4.	58	The Villages Pension Funds are funded at the following level through December 31, 2012 or January 1, 2012: <ul style="list-style-type: none"> • IMRF 83.18% as of 12-31-2012 • POLICE 45.19% as of 1-1-2012 • FIREFIGHTER 64.03% as of 1-1-2012

These funding levels are based on annual contributions determined by State and Village Actuaries.



COMMITTEE ITEM MEMO

ITEM: CHAMBER 5K RUN
COMMITTEE DATE: July 8, 2013
PREPARED BY: Riccardo F. Ginex, Village Manager *R. F. Ginex*
PURPOSE: Re-visit the discussion to the B.A.D. Run route and other associated issues
BUDGET AMOUNT: None

BACKGROUND:

On March 25th, Brain Sharenow came forward with members of the Chamber to discuss preliminary discussions on partnering with a national organization and branding the race as the B.A.D. Obstacle Challenge. The run is tentatively planned for Saturday, August 31st between 7am – 3pm.

One of the main issues of concern was the route through the Village. Since that time, Mr. Sharenow has provided a new route along with a contract from B.A.D. Inc. Additionally, since the event was discussed, several items have been changed without the Village input. The time of the event has been expanded from 8am-10:30am to 7am – 3:00pm, now there will be food and liquor served, a stage with a band will be set up and vendors will be in the park for the event. None of this was brought up at the previous discussions with the Board or staff.

On Monday, June 24th, President Ketchmark, Trustee Hall and I met with representatives of the Chamber to outline other significant issues that need to be clarified by Mr. Sharenow prior to giving any approval for this event to occur on Village property. He will also need to enter into a Special Event Permit Agreement prepared by the village Attorney prior to conducting this event. It should be noted that on-going advertising for this event began prior to any Village approval being granted.

Mr. Sharenow will be attending the meeting to answer any questions the Board may have about the change in the event.

ATTACHMENTS:

1. Course Map
2. Special Event Permit Agreement
3. B.A.D. Event Package

STAFF RECOMMENDATION:

The changes and expanding scope of the event need to be thoroughly reviewed and may minimize the possibility of having the event this year. Staff is very concerned about the large number of participants who may attend and more importantly the lack of information on the logistical aspects.

REQUESTED COURSE OF ACTION:

The Board discusses the event and provides input.



Obstacle 13

Obstacle 14

Obstacle 16&17

Obstacle 19

Obstacle 18

Obstacle 12

Obstacle 11

Obstacle 20

Obstacle 21

Obstacle 22

Start / Finish

Obstacle 1

Obstacle 8

Obstacle 7

Obstacle 10

Obstacle 6

Obstacle 4

Obstacle 5

Obstacle 2

Kiwanis Park

Obstacle 3

Google earth

Imagery Date: 4/2/2013 41°49'35.08" N 87°50'18.90" W elev. 618 ft eye alt. 4343 ft

1998

**VILLAGE OF BROOKFIELD
SPECIAL EVENT PERMIT AGREEMENT**

BAD OBSTACLE CHALLENGE – 2013

This Agreement (the “Agreement”) made this ___ day of _____ 2013 between the Village of Brookfield, Illinois, an Illinois municipal corporation, (the “Village”), and Frontier Management Group, LLC, an Illinois limited liability company (the “Event Organizer”), for the issuance of a permit for the BAD Obstacle Challenge – 2013 to be held from 7:00 a.m. to 2:00 p.m. on August 31, 2013 (the “Special Event”) in the Village of Brookfield, Illinois.

WHEREAS, the Village operates a system of parks and has jurisdiction over a system of public rights-of-way in the Village;

WHEREAS, the Event Organizer desires to hold the Special Event in the area of Kiwanis Park and upon certain public rights-of-way in the Village, being a 4.4-mile obstacle (at least 15 obstacles) challenge course to be used in recreational fashion (the “Event Area”); and

WHEREAS, as a condition of the Village’s issuing a Special Event Permit to the Event Organizer to use the Event Area, the Event Organizer agrees to undertake the obligations and responsibilities set forth in this Agreement.

In consideration of the mutual terms and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Event Organizer agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Permits and Licenses. The Event Organizer shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the Special Event.

3. Attendance. The Event Organizer estimates that _____ participants and _____ spectators will participate in the Special Event.

4. Grant of Park Permit. The Village hereby grants to the Event Organizer a permit to use the area of Kiwanis Park depicted in Exhibit G from 7:00 a.m. to 2:00 p.m. on August 31, 2013, for the purpose of holding the Special Event, subject to the use of any other holder of a permit heretofore issued for Kiwanis Park during such time and day. In addition thereto, the Event Organizer is permitted to use the area of Kiwanis Park depicted in Exhibit G from 7:00 a.m. to 7:00 p.m. on August 30, 2013, for the purpose of setting up the Special Event and from 2:00 p.m. to 8:00 p.m. on August 31, 2013, for the purpose of dismantling the Special Event.

5. Grant of Public Right-of-Way Permit. The Village hereby grants to the Event Organizer a permit to use the public right-of-way depicted in Exhibit H from 7:00 a.m. to 11:00 a.m. on

August 31, 2013, for the purpose of holding the Special Event, subject to the use of the residents and businesses along such right-of-way for ingress and egress during such time and day.

6. Street Closures or Use of Public Way. Not less than thirty (30) days prior to the Special Event, the Event Organizer shall provide to the Village for approval a street closure plan setting forth all streets to be closed and the times and dates of the proposed closures. The plan shall also set forth all barricades and signage necessary to accommodate such street closures. The Event Organizer shall supply personnel to direct pedestrian and vehicular traffic at each street intersection closed. The Event Organizer shall pay the cost of any Village public works department services utilized in the closure of any street.

7. Site Plan. Not less than thirty (30) days prior to the Special Event, the Event Organizer shall provide to the Village for approval a site plan setting forth the locations of all sound systems or other sources of amplified sound and direction of sound, stages, tables, chairs, tents, canopies, inflatables, generators, portable toilets, dumpsters, fencing, barricades, other structures or other equipment necessary for the Special Event to be supplied by the Event Organizer and the locations of alcohol, food, beverage and merchandise service/sale; and proposed street closures.

8. Security Plan and Medical Services. Not less than thirty (30) days prior to the Special Event, the Event Organizer shall provide to the Village for approval a security and medical services plan setting forth the security personnel, medical services, water stations and aid stations to be supplied by the Event Organizer. The Event Organizer shall pay the cost of any Village police or fire department services utilized in the security and medical services plan.

9. Sanitation. Not less than thirty (30) days prior to the Special Event, the Event Organizer shall provide to the Village for approval a sanitation plan setting forth the number and location of portable toilets for use during the Special Event. All portable toilets must be located on a hard surface, which may include asphalt, concrete, or plywood. The Event Organizer shall provide portable toilets for use during the Special Event. Portable toilets shall be delivered not more than 24 hours prior to the Special Event and shall be removed not more than 24 hours following the Special Event. Portable toilets shall be maintained in a clean and sanitary condition during the Special Event.

10. Garbage/Trash/Recycling Clean-Up. Not less than thirty (30) days prior to the Special Event, the Event Organizer shall provide to the Village for approval a garbage/trash/recycling clean-up plan setting forth the number and location of trash/recycling receptacles for use during the Special Event and the schedule for removal of trash and recyclables from the receptacles. The Event Organizer shall contract with the Village waste hauler to provide trash/recycling receptacles and removal service for the Special Event. The Event Organizer shall provide the Village with a copy of the service agreement entered into with the Village's waste hauler. Trash dumpsters, if necessary, must be placed on a hard surface such as asphalt or concrete or other surface approved by the Village in writing. Trash dumpsters shall not be placed on grass or athletic fields. Following the Special Event, Kiwanis Park and the public right-of-way shall be cleaned of any trash or litter.

11. Amenities and Utilities. Sound systems, stages, tables, chairs, tents, canopies, inflatables, generators, fencing or other equipment necessary for the Special Event are to be provided at the sole expense and risk of the Event Organizer. Generators shall be located so that noise is directed away from residences. Water and electric utilities shall be provided at the sole expense of the Event Organizer. The Event Organizer shall be responsible for providing for electrical service required by the Special Event. The use of any Village water supply shall be by a metered connection. The Event Organizer shall deposit with the Village an amount sufficient to pay for the expected water consumed by the Special Event from the Village water system. The Event Organizer shall pay the Village upon receipt of an invoice therefor for any water consumed from the Village water system by the Special Event in excess of the amount deposited with the Village.

12. Amplified Sound. Amplified sound shall be directed away from residences.

13. Cooking. Grilling shall be confined to enclosed metal containers and may only take place within dedicated grilling areas approved by the Village. Hot coals shall be cooled or doused with water after use and must be disposed of in approved containers. Disposing of coals on grass, at the base of a tree or at any other location is strictly prohibited.

14. Tents and Canopies. Tents and/or Canopies over 400 square feet are required to be approved by the Village's building department. If the Event Organizer is planning to erect tents or canopies, the Event Organizer shall, not less than thirty (30) days prior to the Special Event, provide to the Village for approval a plan setting forth the size, number and location of the tents and canopies to be used during the Special Event and the schedule for removal of the tents and canopies. The Event Organizer is responsible for any damage caused to park property/facility or the public right-of-way by the erection of any tents and canopies and shall consult with the Village prior to the installation of any tents and canopies.

15. Vehicles. The driving of motor vehicles on grass, paths or athletic fields within Kiwanis Park is strictly prohibited.

16. Vendors. All vendors, organizations and businesses that sell or advertise products, samples of food, non-alcoholic beverages, or merchandise and/or services to the Special Event participants or spectators shall have issued a business license from the Village.

17. Signage. Fastening or attaching any rope, sign, banner, flyer or other object to any tree, shrub or park feature on Village property or public right-of-way is strictly prohibited. All proposed signage (including notification postings along athletic routes) must be approved in writing by the Village prior to installation.

18. Inclement Weather. The Village reserves the right to cancel or relocate the Special Event permit due to poor weather and/or turf conditions prior to or on the day of the event that may cause excessive damage to Village property or subject participants or spectators to possible injury.

19. Protection and Restoration of Property. The Event Organizer shall take all necessary precautions for the protection of private and public property. The Event Organizer shall be responsible for the damage or destruction of property of any character resulting from the Special Event. Whenever public or private property is so damaged or destroyed, the Event Organizer 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 Event Organizer shall otherwise make good such damage or destruction in an acceptable manner. If the Event Organizer fails to do so, the Village Manager may, after the expiration of a period of 48 hours after giving the Event Organizer notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be paid by the Event Organizer.

20. Security Deposit. Not less than thirty (30) days prior to the Special Event, the Event Organizer shall deposit with the Village a security deposit of _____ Dollars (\$ _____) to insure compliance with the obligations imposed on the Event Organizer under this Agreement, to insure that Kiwanis Park and the public right-of-way are restored to the condition to which those facilities existed prior to the holding of the Special Event. The Village will conduct a post-Special-Event review to determine whether all obligations imposed by this Agreement, rules and regulations have been observed and the park and the public right-of-way are returned in a clean condition without damage. If the Village determines that all obligations imposed by this Agreement, rules and regulations have been observed and the park and the public right-of-way are returned in a clean condition without damage, then the security deposit will be refunded within thirty (30) business days after the Special Event. The Village may retain a portion or all of the security deposit for any of the following: 1) damage to park property or the public right-of-way; 2) additional clean-up costs; 3) operation of vehicles on grass, paths or athletic fields; 4) misuse of park facilities or the public right-of-way; 5) cooking or grilling in prohibited areas; 6) leaving event equipment on park property or the public right-of-way after the Special Event dismantling time; 7) misrepresentations contained in any plan submitted to the Village for approval, event attendance or event features; and 8) failure to abide by all laws, statutes, ordinances, rules, regulations, codes and executive orders of the Village, the State of Illinois and the United States of America. The Event Organizer shall reimburse the Village for any costs for clean-up, restoration and permit violation fines that exceed the amount of the security deposit. The Event Organizer is responsible for ensuring that all staff, participants, spectators, guests, vendors, concessionaires and exhibitors abide by all applicable obligations imposed by this Agreement, rules and regulations. The failure to comply with such obligations imposed by this Agreement, rules and regulations will result in revocation of the permit and forfeiture of the security deposit.

21. Alcoholic Beverages. Alcohol is only allowed on Village park property for a Special Event when a Class 8 liquor license has been issued by the Village and the alcohol is being provided by a company that has appropriate licenses from the State of Illinois Liquor Commission and the Village. Liquor liability and contingent liquor liability insurance is required in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate naming the Village as additional insured. A copy of the appropriate license(s) issued by the State of Illinois must be submitted to the Village not less than fourteen (14) days prior to the Special Event. The Event Organizer must have a Class 8 liquor license issued by the Village not less than fourteen (14) days prior to the Special Event. The Event Organizer, at its sole cost and expense, is responsible for contracting with a

company that has appropriate licenses from the State of Illinois Liquor Commission and the Village for dispensing alcoholic beverages.

22. Indemnification. To the fullest extent permitted by law, the Event Organizer 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 Event Organizer arising from or in consequence of the holding of the Special Event. The Event Organizer 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 Event Organizer arising in or in consequence of the holding of the Special Event by the Event Organizer. The Event Organizer 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 Event Organizer shall, at its own expense, satisfy and discharge the same.

23. Worker's Compensation Insurance. Not less than thirty (30) days prior to the Special Event, the Event Organizer shall furnish to the Village certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise covered 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 relating to the Special Event to be performed under the terms of the Agreement has been completed. 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 this Agreement.

24. Insurance. The Event Organizer shall obtain and 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 Agreement. Whether stated in this section or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

24.1 Worker's Compensation and Employer's Liability.

24.1.1 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.

24.1.2 Employer's Liability.

- 24.1.2.1** Each Accident \$1,000,000
- 24.1.2.2** Disease-policy limit \$1,000,000
- 24.1.2.3** Disease-each employee \$1,000,000

24.2 Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Event Organizer and operations of subcontractors. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

- 24.2.1** General Aggregate Limit \$2,000,000
- 24.2.2** 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 Commercial General Liability policy.

24.3 Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

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

24.4 Verification of Coverage. The Event Organizer shall, ten (10) days prior to the Special Event, 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 Event Organizer 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 Event Organizer's obligation to obtain and keep in force the required insurance.

24.5 Subcontractors. The Event Organizer 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.

25. Event Organizer Safety Responsibility. Nothing in this Agreement is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Event Organizer, 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 safety of the Event Organizer's employees, volunteers and subcontractors and the Special Event participants and spectators. Any inspection 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 the safety of the Event Organizer's employees, volunteers and subcontractors and the Special Event participants and spectators.

26. Assumption of Liability. The Event Organizer assumes liability for all injury to or death of any person or persons including employees of the Event Organizer, any subcontractor, any supplier or any participant, spectator or 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 the holding of the Special Event pursuant to this Agreement.

27. Laws to be Observed. The Event Organizer 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 Special Event. The Event Organizer 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 Event Organizer or anyone subject to the control of the Event Organizer.

28. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to the Village officials thereby, there shall be no personal liability upon the Village officials or authorized representative, it being understood in such matters they act as agents and representatives of the Village. By entering into this Agreement with the Village, the Event Organizer covenants that 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 Agreement. The Event Organizer shall 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 section.

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

30. Foreign Corporation. The Event Organizer shall be an Illinois corporation or limited liability company or if the Event Organizer is a foreign (non-Illinois) corporation or limited liability company, the Event Organizer shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

31. Equal Employment Opportunity. During the performance of this Agreement, the Event Organizer shall:

31.1 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.

31.2 If it hires additional employees in order to perform this Agreement 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.

31.3 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.

31.4 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 Event Organizer'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 Event Organizer in its efforts to comply with such Act and Rules and Regulations, the Event Organizer 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.

31.5 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 Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

31.6 Permit access to all relevant books, records, accounts and Work sites by personnel of the Village 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.

31.7 Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed so that such provisions of this Agreement will be binding upon such subcontract. In the same manner as with other provisions of this Agreement, the Event Organizer 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 Event Organizer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Agreements or subcontract with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Event Organizer's non-compliance with the provisions of this Section 6.8, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Event Organizer may be declared ineligible for future Agreements or subcontracts with the Village, and the Agreement 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.

32. Non-Segregated Facilities. The Event Organizer 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 of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Event Organizer 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 suppliers prior to the award of subcontracts or the consummation of 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.

33. Certifications. The executed Agreement shall be accompanied by Event Organizer's Certification in the form attached hereto as Exhibit "F." The Event Organizer shall certify the following:

33.01 Illinois Taxes. The Event Organizer 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.

33.02 Bid Rigging. The Event Organizer 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.

33.03 Drug-free Workplace. The Event Organizer shall certify that it will provide a drug-free workplace by:

33.03.01 Publishing a statement:

33.03.01.01 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Event Organizer's workplace;

33.03.01.02 Specifying the actions that will be taken against employees for violations of such prohibition;

33.03.01.03 Notifying the employee that, as a condition of employment on such Agreement, the employee will:

33.03.01.03.01 abide by the terms of the statement; and

33.03.01.03.02 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;

33.03.02 Establishing a drug-free awareness program to inform employees about:

33.03.02.01 the dangers of drug abuse in the workplace;

33.03.02.02 the Event Organizer's policy of maintaining a drug-free workplace;

33.03.02.03 any available drug counseling, rehabilitation, and employee assistance program; and

33.03.02.04 the penalties that may be imposed upon employees for drug violations;

33.03.03 Making it a requirement to give a copy of the statement required by subparagraph 33.03.01.03 to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;

33.03.04 Notifying the Village within ten (10) days after receiving notice under subparagraph 33.03.01.03 from an employee or otherwise receiving actual notice of such conviction;

33.03.05 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;

33.03.06 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;

33.03.07 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33.04 Educational Loan. The Event Organizer shall certify that, if it is an individual, it is not; if it is a partnership, 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 in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

33.05 Prohibited Interest in Agreement. The Event Organizer shall certify that:

33.05.01 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 Event Organizer, or

33.05.02 If the Event Organizer'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 Event Organizer; 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 Event Organizer, the Event Organizer has disclosed to the Village in writing the name(s) of the holder of such interest.

33.06 Gift Ban. The Event Organizer shall certify that:

33.06.01 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 Event Organizer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and

33.06.02 The Event Organizer 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 Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

33.07 Patriot Act. The Event Organizer 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 Event Organizer 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.

34. Governing Law. All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over the Special Event shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though written therein in full. This Agreement shall be governed by the laws of the State of Illinois.

35. Severability of Clauses. The illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of this Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

36. Waiver of Breach. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

37. Written Notice. Written notices between Village and Event Organizer shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via e-mail, with a confirming fax or overnight delivery, 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 Event Organizer: Frontier Management Group, LLC
9127 Sherman Avenue
Brookfield, Illinois 60513
Attn: Brian Sharenow, Manager

Either party may change its mailing address or other contact information 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.

38. Obligations Survive. The obligations or duties imposed upon the Event Organizer under the Agreement shall survive any closeout of the Special Event or termination of the Agreement.

39. Successors and Assigns. The Village and the Event Organizer each binds itself, its successors and assigns and legal representative to other party hereto and the successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

40. Assignment. The permits and rights granted under this Agreement are not assignable and are non-transferable.

41. Independent Contractor. The Event Organizer is an independent contractor and in holding its Special Event under this Agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the Agreement.

42. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Event Organizer.

43. Venue. Any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement shall be submitted to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois.

This Agreement is executed that day and year first written above.

Village:
Village of Brookfield

Event Organizer:
Frontier Management Group, LLC

By: _____
Kit P. Ketchmark, Village President

By: _____
Brian Sharenow, Manager

Attest:

Attest:

By: _____
Catherine Colgrass-Edwards, Village
Clerk

By: _____, _____

EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED _B OWNERS, LESSEES OR
EVENT ORGANIZERS _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

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
EVENT ORGANIZERS 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

8 ISO Properties, Inc., 2004

EXHIBIT D (EXAMPLE)

ACORD™		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) Completed	
PRODUCER <p align="center">Fully Completed</p>		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 <p align="center">COVERAGES Fully Completed</p>		INSURERS AFFORDING COVERAGE			NAIC #	
		INSURER A: Name of Insurance Company			Completed	
		INSURER B: Name of Insurance Company			Completed	
		INSURER C: Name of Insurance Company			Completed	
		INSURER D: Name of Insurance Company			Completed	
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 AGREEMENT 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	GENERAL LIABILITY CG001 G COMMERCIAL GENERAL LIABILITY G CLAIMS MADE G OWNERS & CONT PROT ((IF REQUIRED)) G _____ GEN=L AGGREGATE LIMIT APPLIER PER: G POLICY GPROJECT G 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		AUTOMOBILE LIABILITY CA001 G ANY AUTO CA001 G ALL OWNED AUTOS G SCHEDULED AUTOS G HIRED AUTOS G NON-OWNED AUTOS G _____	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 G ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
B	X	EXCESS UMBRELLA LIABILITY G OCCUR G DEDUCTIBLE G RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C		WORKES COMPENSATION AND EMPLOYERS= LIABILITY 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. DISEASE-POLICY LIMIT \$1,000,000
		OTHER Professio Number	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.						
CERTIFICATE HOLDER Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers.				CANCELLATION 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 Event Organizer it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Event Organizers 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 Event Organizer and the Additional Insured.

EXHIBIT F

SPECIAL EVENT ORGANIZER'S CERTIFICATION

The assurances hereinafter made by Frontier Management Group, LLC, the Event Organizer, are each a material representation of fact upon which reliance is placed by the Village of Brookfield in granting the Special Event Permit to the Event Organizer. The Village of Brookfield may revoke the Special Event Permit if it is later determined that the Event Organizer rendered a false or erroneous assurance.

I, Brian Sharenow, hereby certify that I am the Manager of Frontier Management Group, LLC, and as such hereby represent and warrant to the Village of Brookfield, a unit of local government, that the Event Organizer, if it is a partnership, its general partners, 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:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or 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 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Event Organizer hereby represents and warrants to the Village of Brookfield, Illinois, as a condition of any Special Event Permit issued by the Village of Brookfield, Illinois, that the Event Organizer is under no legal prohibition on contracting with the Village of Brookfield, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Event Organizer is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Event Organizer maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Event Organizer's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this special event, the employee will:
 - a. Abide by the terms of the statement;

b. 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;

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Event Organizer'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 Subsection A to each employee engaged in the performance of services related to this special event, and to post the statement in a prominent place in the workplace;

D. Notifying the Village of Brookfield within ten (10) days after receiving notice under Paragraph A.3(b) from an 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; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

4. No officer or employee of Village of Brookfield 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 Event Organizer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

5. The Event Organizer has not given to any officer or employee of Village of Brookfield 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 Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

6. Neither the Event Organizer 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 Supplier 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 Special Event Permit on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Event Organizer changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Event Organizer shall so notify the Village of Brookfield in writing within seven (7) days.

Dated: _____, 2013

Event Organizer: Frontier Management Group, LLC

By: _____
Brian Sharenow, Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Brian Sharenow, known to me to be the Manager of Frontier Management Group, LLC appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed and as the authorized free act and deed of

_____ .

Dated: _____, 2013

Notary Public

Exhibit G

Kiwanis Park Permit Area

Exhibit H

Public Right-of-way Permit Area



Production Guide

KIWANIS PARK

AUGUST 31, 2013

**KIWANIS PARK
8820 Brookfield Avenue
Brookfield, IL 60513**

Table of Contents	Page #
<u>Event Overview</u>	<u>3</u>
<u>Event Goals & Charity Partner</u>	<u>4</u>
<u>Event Personnel & Phone List</u>	<u>5-6</u>
<u>Event / Race Day Timeline</u>	<u>7</u>
<u>Radio Plan</u>	<u>8</u>
<u>Volunteer Plan</u>	<u>9</u>
<u>Medical Plan</u>	<u>10</u>
<u>Medical Transportation / Vehicle & Emergency Evacuation Plan</u>	<u>11</u>
<u>Medical Allocation Plan</u>	<u>12</u>
<u>Hydration Plan</u>	<u>13</u>
<u>Course Map</u>	<u>14</u>

EVENT OVERVIEW

Estimated Competitors for the STONE MOUNTAIN BADASS Dash:	1000
--	-------------

B.A.D OBSTACLE CHALLENGE:

The B.A.D Obstacle Challenge is a Worldwide Adventure and Obstacle Course Challenge. Each race features runs of approximately 4.4 Miles (7k) completed by both individuals and teams. Each racer has the opportunity to compete in either the ELITE TRAINED division or the RECREATION division. The race will be broken up into waves of approximately 100 athletes at a time and each wave will be spread out 4-5 minutes apart to prevent any congestion on the course.

There will be a total of 21 unconventional but achievable obstacles spread throughout the course. Obstacles featured at this event are:

- 1) UNDER / OVER ASSAULT
- 2) TRECHEROUS TIRES
- 3) CHAIN LINK CHALLENGE
- 4) PUNISHING PUSH-UPS
- 5) STELLAR STAIR CLIMB
- 6) DAUNTING DODGE BRAWL
- 7) WEB of WATER
- 8) CLAUSTROPHOBIC CRAWL
- 9) INSANE INFLATABLES
- 10) LUCRATIVE LADDER WALL
- 11) CRAZY CARGO CLIMB
- 12) FEARED FLOAT
- 13) HELLACIOUS HURDLES
- 14) STUPENDOUS SLIP-N-SLIDE
- 15) SLIPPERY SLOPE
- 16) HELLACIOUS HURDLES
- 17) PALLET PLUNGE
- 18) DOCKDOGS DIVE
- 19) SAND BAG SLUG
- 20) SEDAN STACK
- 21) WICKED WALL

The race will be timed and awards will be distributed to the top 3 Athletes according to the following competitive age categories:

- Teenage (14-19)
- 20-29
- 30-39
- 40-49
- 50-59
- 60-69
- 70 & older

The event will also include a **POST RACE FESTIVAL** that will feature live entertainment, an award ceremony, an expo area, a post race celebration with a beer garden (Managed by the Brookfield Chamber of Commerce), prize giveaways and photo opportunities.

EVENT GOALS:

Whether our participants have raced a 5k, 10k, Mud Run, Trail Race, Adventure Race, Triathlon or any “Athlon” for that matter, the B.A.D Obstacle Challenge is committed to be unlike any race they’ve entered before. And whether they enter as an individual or come as a team, our goals for everyone remain the same:

- To raise awareness for our Charity Partner [Autism Speaks](#)
- To create the personal challenge of a lifetime
- To push participants to their limit to see if they can conquer the extreme elements
- To make participants overcome some of their wildest fears
- To have EVERY participant leave the race / venue saying to themselves....NOW THAT WAS BADASS!

CHARITY PARTNER:

B.A.D Obstacle Challenge benefits [Autism Speaks](#), an organization dedicated to funding global biomedical research into the causes, prevention, treatments, and cure for autism; to raising public awareness about autism and its effects on individuals, families, and society; and to bringing hope to all who deal with the hardships of this disorder. It is Autism Speaks firm belief that, working together, we will find the missing pieces of the puzzle. We are committed to raising the funds necessary to support these goals. The cause is bigger than the obstacles.

Team Up with Autism Speaks provides a fundraising opportunity for endurance based activities. Autism Speaks partners with events to secure hard to get entries so individuals will still have the chance to race, but for their team. Their teams require fundraising in exchange for access to the entry and to team benefits. If individuals have their own entry they can still fundraise for Autism Speaks and race in our name to raise awareness and funds.

The money raised from the B.A.D Obstacle Challenge and all Team Up events are used by Autism Speaks to provide grants to several programs such as fund scientific research, help create a useful tool kit for service providers such as the 100 days kit for families or our first responders training kit, and fund family service grants to providers so they can develop and run a program helping those on the spectrum learn to socialize or even learn to run.

EVENT PERSONNEL & PHONE LIST:

Grant Reeves (Executive Producer)

330-331-6061

Liaison among event owners and all sponsors. Responsible for financial aspects of the race including event parking, spectator flow, sponsors and overall revenue / expenditures for the event

Brian Sharenow (Race Director)

630-768-8431

Venue partnership liaison. Responsible for designing the race course and overall director of course operations; supervises obstacle director, local course directors, coordinates with EMT's on course and organizes racers for start of event. Supervises Bonfire Bash director, volunteer coordinator and announcer.

Ray Weathers (Obstacle Director)

563-5284585

Responsible for unloading the semi truck, preparing and installing obstacles on the course, building obstacles pre-event, supervising obstacles on race-day, dismantling of obstacles after race and re-loading the semi truck.

Ryan Westlake (Course Director)

815-531-4522

Logistically marks the entire course with stakes, arrows, and flagging tape as necessary so that course is laid out in a clear concise pattern eliminating every possibility for a racer to make a wrong turn. The Course Director and his assistants will also be available on race day to supervise an obstacle.

Nate Fulks (Festival Director)

330-232-1433

Works with the Race Director to design the festival site set-up plan. Responsible for staffing and monitoring on-site parking plan, supervising and overseeing the festival site with assignments.

Brian King (Social Media Manager)

330-242-6205

Responsible for pre-event marketing campaigns, all social media components and live event photographs / video during event set-up and on race day.

Kyle Ballard (Marketing & Athlete Relations Manager)

650-219-0305

Responsible for overseeing the execution of packet pickup and registration throughout the event as well as athlete relations during event set-up and on race day.

Christie Jonas (Volunteer Coordinator)

636-209-8461

Provides Race Director with updated lists of volunteers prior to race day, supervises and staffs all volunteer requirements for race, and informs and instructs volunteers on their duties.

Tony Garrett (Timing)

217-218-7777

Responsible for supervising timing of the race and ensuring all athletes have equipment needed to be properly timed (bib, timing clip) and works with volunteer director to meet all timing staff needs. Prepares and post results on race day, and provides award information to BADASS Management.

Brendan Wood (Start Line Announcer):

303-437-3433

Organizes racers for start of event, promotes sponsors, controls music during event, as well as announces awards at conclusion.

TBD (Medical Director)

The Medical Director will be the main point of contact between the Race Director and the emergency medical teams for the race. The Medical team will be familiar with the entire course and will coordinate all necessary medical transports / treatments.

EVENT / RACE DAY TIMELINE:

Race Day (Saturday)

- **6:00 am** All Road Closures Complete - PD
All Staff Call Time
- **6:30 am** Volunteers Arrive
- **6:30 am** Registration Opens
- **7:00 am** Medical Teams Arrive @ Park
- **7:15 am** Medical Meeting with Race Director (Brian Sharenow)
- **7:45 am** Racer / Safety Announcements from Main Stage
- **7:50 am** Color Guard & National Anthem
- **8:00 am** Race Start – RECREATION DIVISION
- **8:35 am** First Finishers (approximate)
- **9:00 am** Post Race Festival Begins / Beer Garden Opens (In Meadow)
- **10:00 am** Kids Dash (4-6 year olds... 200 yard dash with 4 mini obstacles)
- **10:30 am** Kids Dash (7-12 year olds... 1-mile course with 4-6 obstacles)
- **11:00 am** Race Start – ELITE DIVISION
- **11:30 pm** Race Ends / Streets all back open
- **12:00 pm** Awards Ceremony (at main stage)
- **3:00 pm** Festival Closes in Park / End of Event

RADIO PLAN:

Wednesday – Friday: SET-UP

7:00 AM Distribution (Brian Sharenow, at REGISTRATION tent)

Staff as needed

Saturday: RACE DAY

6:15AM Distribution (Brian Sharenow, at REGISTRATION tent)

- | | |
|--------------------|-----------------|
| 1. GRANT REEVES | 16. LOCAL – TBD |
| 2. BRIAN SHARENOW | 17. LOCAL – TBD |
| 3. RAY WEATHERS | 18. LOCAL – TBD |
| 4. BRENDAN WOOD | 19. LOCAL – TBD |
| 5. NATE FULKS | 20. LOCAL – TBD |
| 6. THOMAS PLATTS | 21. LOCAL – TBD |
| 7. JASON DYER | 22. LOCAL – TBD |
| 8. CHAD DYER | 23. LOCAL – TBD |
| 9. ADAM EDGELL | 24. LOCAL – TBD |
| 10. CHRISTIE JONAS | 25. LOCAL – TBD |
| 11. GINA PAULUCCI | 26. LOCAL – TBD |
| 12. BRIAN KING | 27. LOCAL – TBD |
| 13. KYLE BALLARD | 28. MEDICAL |
| 14. KEN AVANN | 29. MEDICAL |
| 15. TERRI RIVERA | 30. TIMING |

Radio Return is to **BRIAN SHARENOW** at completion of each day. **Brian** will be responsible for charging all radios prior to each days use.

Radio Protocol

Channel 1: Course

Channel 2: MEDICAL

Channel 3: Festival

Channel 4: Timing

- Listen before trying to transmit to make sure you are not talking over top of another conversation.
- Wait 1 second before speaking after you depress the button to avoid cutting off words.
- Don't key up your radio then think....think then key up your radio.
- Speak in short, clear, and concise transmissions.
- If a transmission is going to be more than 5 seconds, take it to another channel or call the person on their cell phone.

VOLUNTEER PLAN: (Based on 120 volunteers, can be tweaked to accommodate actual race day numbers)

Race Day:

6:30 am	Volunteer Arrival Time	
6:30 am	4 volunteers to assist with Parking	
6:30 am	12 volunteers report to Registration Area	
6:30 am	6 volunteers report to Bag Check area	
6:30 am	20 volunteers report to Police for traffic control	
7:00 am	3 volunteers report to Refreshments tent	
7:30 am	46 volunteers to be taken out on course by Obstacle Managers	(OBSTACLES)
7:30 am	9 volunteers to be taken out on course by Obstacle Managers	(WATER STATIONS)
7:30 am	6 volunteers report to Start Line	
7:45 am	6 volunteers report to Finish Line	
10:00 am	8 volunteers report to Kids Dash area	
1:30 am	2 volunteers report to Main Stage for Awards	

Description of Duties:

Parking:	Direct traffic to the correct parking lots and parking spots within the parking lot.
Registration:	Distribute racer packets / goody bags to each of the participants in the event, field / answer questions from athletes.
Bag Check:	Receive participants' bags of valuables, place them in designated locations and act as security, watching over the bags.
Traffic Control:	Assist Police in traffic control of blocked streets and allowing the passing of cars along the course at designated areas / times.
Refreshments:	Cut up oranges in quarters, set-up Bananas and Cookies for athletes and distribute liquid refreshments for racers.
Course/Obstacles:	Direct racers through the obstacle areas; over the obstacles and by the water station.
Water Stations:	Pouring water into cups and setting them out on table pre-race, distributing water to athletes during race, clean up of all cups and supplies post race.
Start Line:	Help line up racers at the start line according to division. The wave start volunteers will hold laminated signs with the different divisions printed on them. We will spread out the volunteers in the correct order and the racers will line up between them. All will move from this position after the start of the race.
Finish Line:	Hand out water / energy drinks to racers as they finish. Distribute finisher awards to racers as they cross the finish line; located at the finish line.
Beer Garden Wristbands: (Adult Volunteers Only)	If a racer is of age to drink (verified by Security), the volunteer will put a wristband on the racer (Note: racers are only allowed 1 beer sample; they will track this by making slashes on their wristband)
Kids Dash:	Assist / Monitor children in different area of their race / hand out awards at finish line. The 4-6 Year olds race will only last about 5 minutes and the 7-13 year olds race will last about 15 minutes.
Awards Stage:	Help unwrap awards and assist race personnel in distribution of awards to award winners.

MEDICAL PLAN:

- 7:00am – Medical teams arrive on site
- 7:15am – Medical Meeting with Race Director (Brian Sharenow)

PROCEDURE IN CASE OF AN EMERGENCY:

1. Make radio contact first with the appropriate PROFESSIONAL medical response team. Channel 2 is the designated medical channel. Key radio and say clearly 3 times “MEDICAL, MEDICAL, MEDICAL.”
2. Identify yourself and the exact geographic location of the incident.
3. Check the scene to make sure it is safe...we don't want another patient.
4. Caution approaching racers of the hazard. Wave them around and clear of incident area.
5. REMAIN CALM!!! Check to see if person is conscious and breathing. Ask them clearly “Are you OK?”
6. **DO NOT MOVE THE PERSON AND DO NOT DIAGNOSE**
7. Stay with the involved person(s) until medical personnel arrive.
8. When the medical personnel arrive, step away and let them do their jobs. Focus on directing approaching athletes around and clear of the incident area.

In the event of a medical emergency it is vital that all radios, except those directly involved in situation, are silent. Unrelated radio usage could negatively affect response time to a situation.

Course Directors / Obstacle Managers: If an incident occurs on your area of the course

- Please go to incident site immediately and maintain contact with medical on radios until they arrive.

Everyone Else:

- Please do not go to an incident site unless your presence is specifically requested. The race is still going on and we must maintain a presence in all areas of the course at all times.

MEDICAL TRANSPORTATION / VEHICLE PLAN:

- Each medical unit on the course should have a medical radio (provided by BAD or Medical Team themselves) for communication with all medical personnel.
- Each Obstacle Manager on the course will have a BAD issued radio at each obstacle for communication with Race Director
- **Medical and Obstacle Managers will coordinate based on proximity as to which vehicle will be used to transport in the case of emergency.**
(In case of an emergency these radios can be switched to Channel 2 to coordinate among medical units at each obstacle.)
- In the case that an ambulance is needed to get on the course to transport an individual with a severe medical emergency, the Medical personnel at the Start / Finish Line Medical Headquarters and the Race Director will coordinate with the ambulance on Channel 2 to coordinate the fastest and safest route to the injured person.
- DURING SEVERE MEDICAL EMERGENCY PLEASE REMAIN CALM AND TAKE EXTRA NOTE AT RADIO ETIQUETE AND RULES.

EMERGENCY EVACUATION PLAN

The following steps will be taken to ensure the safety of participants and spectators at the BAD Obstacle Challenge Races:

- a) Announcement from the main stage will be made alerting public of emergency. Following this announcement, instruction for evacuation and/or cover will be given.
- b) All obstacle, aid-station, and course personnel, as well as chief medical personnel, will be radioed and instructed to make the same announcements to participants on the race course.
- c) Each obstacle/aid-station will be equipped with a vehicle to roam the course alerting participants of the emergency.

MEDICAL PERSONNEL ALLOCATION:

Each obstacle will have Medical Personnel assigned to its coverage, 1 Obstacle Manager and anywhere from 1-5 Volunteers.

Obstacle 1	N/A – Covered by Volunteer who will radio if there is an issue	
Obstacle 2 - 3	N/A – Covered by Volunteer who will radio if there is an issue	
Obstacles 4 - 8	Gator or Golf Cart – Supplied by Medical	1 EMT or Paramedic
Obstacles 9 - 11	Gator or Golf Cart – Supplied by Medical	1 EMT or Paramedic
Obstacle 12	Gator (Supplied by Medical)	2 EMT's / Paramedics Trained in Water Safety
Obstacle 13 & 16	N/A – Covered by Volunteer who will radio if there is an issue	
Obstacles 14 & 15	Vehicle from Fire Station next door	1 EMT or Paramedic From Local FD - ?
Obstacle 17	N/A – Covered by Volunteer who will radio if there is an issue	
Obstacle 18	Gator or Vehicle – Supplied by Medical	1 EMT or Paramedic
Obstacles 19 & 20	Gator or Vehicle – Supplied by Medical	1 EMT or Paramedic
Obstacle 21	Gator or Vehicle – Supplied by Medical	1 EMT or Paramedic
(This obstacles can be covered by the Ambulance Coverage at Start / Finish area)		

RACER HYDRATION PLAN:

Aid Stations 1, 2 & 3

1000 racers

(9oz each x 1000) / 128 = 70 gallons per aid station

- 1000 cups (per aid station)
- 2 – 55 gal. water cans lined with $\frac{3}{4}$ filtered water
- 1 table (per aid station)
- 4 garbage bags (per aid station)
- 2 pitchers (per aid station)

RACE COURSE & OBSTACLE PLAN:

See Attached Sheets



COURSE TURN-BY-TURN COURSE DESCRIPTION BROOKFIELD, IL

- The event starts at the back of Kiwanis Park – Across from ball field #8
- Depart from the start and get on path at the back end of Kiwanis Park, heading toward Washington.
- Cross over Arden Avenue, onto Washington heading East.
- Head East on Washington and make a right onto McCormick
- Head South on McCormick making a left into the vacant grass lot currently trying to be sold by Faila Realty for Obstacle #1. (I have already spoken to the Realtor who has gotten permission for us to place an obstacle on their property)
- Continue South on McCormick and make a right onto the grass field behind the Water Commission for Obstacles #2 & 3.
- Coming out from behind the Water Commission, immediately get on the path (NOT IN THE ROAD SO IT CAN REMAIN OPEN FOR TRAFFIC) and head West back to Kiwanis Park.
- Staying on the path, cross over Arden and head into Kiwanis Park and head to grass area outside the Ball field closest to the police station (along Brookfield Avenue) for Obstacle #4.
- Follow along the outside of the outfield fence of the ball field to Obstacle #5.
- Continue following around the ball field fence line and get onto the path heading back toward Arden Avenue to Obstacle #6.
- Make a u-turn on the path and head back into the middle of Kiwanis Park to Obstacle #7.
- Continue heading North in Kiwanis Park to the Volley Ball court to Obstacle #8
- Once getting through Obstacle #8, make an immediate left and head toward the grass field between the Basket Ball court and Ball Field #8 for Obstacle #9.
- Once through Obstacle #9, make a left and head into the Basket Ball court for Obstacle #10.
- Once through Obstacle #10, make an immediate right into the turn lane of the parking lot behind the police station for Obstacle #11.

- Once through Obstacle #11, follow the path behind the outfield fence of Ball Field 8 until you can make a left and head onto the dirt path that runs along the Salt Creek body of water. Follow that path until you come to the bridge where Obstacle #12 is.
- Once through Obstacle #12, head East on Washington in the West Bound lane as East bound lane will be open for traffic.
- Head East on Washington and you will run into Obstacle #13.
- Continue East on Washington until the circle, keep left in the circle and go against traffic (this portion of the circle will be blocked by Police and barricades) until crossing onto Lincoln.
- Head West on Lincoln and cross over into grass field next to the Fire Station for Obstacles #14 & 15
- Continue on path along side Lincoln (NOT IN THE ROAD) until getting to Cleveland. Make a left onto Cleveland
- Head South on Cleveland to Obstacle #16. Continue South on Cleveland to Southview. Make a left onto Southview.
- Head East on Southview and go behind Riverside Concrete Pumping for Obstacle #17.
- Continue South behind Ice Cream Planet and get back onto Southview.
- Make a left into Parking lot adjacent to Water Tower for Obstacle #18.
- Cross over to Arthur and head North on Arthur towards SE Gross School.
- Cross into SE Gross School Parking lot for Obstacles #19 & 20.
- Once through Obstacles #19 & 20, head East on Lincoln back to Circle and use same lane as previous runners heading back towards Washington.
- Head East on Washington back to Kiwanis Park
- Upon Entering the backside of Kiwanis Park, get onto path leading back into the Park
- Obstacle #21 will be at the end of the path a few hundred feet from the Finish Line.



OBSTACLE LISTING – BROOKFIELD, IL

- #1 **UNDER / OVER ASSAULT**
(Racers crawl under saw horses and then jump over hurdles)
- #2 **TRECHEROUS TIRES**
(Racers high step in and out of tires)
- #3 **CHAIN LINK CHALLENGE**
(Racers crawl under chain link panels of fencing that sit on top of hay bales)
- #4 **PUNISHING PUSH-UPS**
(Racers do 15 push ups)
- #5 **STELLAR STAIR CLIMB**
(Racers climb up and down small bleachers located outside ball field next to Police Station)
- #6 **DAUNTING DODGE BRAWL**
(Racers get small dodge balls thrown at them up against chain link fence outside ball field next to Police Station)
- #7 **WEB of WATER**
(Racers will weave in and out of fabric web that is tied to a structure filled with nozzles spraying water on them – water will need to come from hydrant across street from Kiwanis Park on Arden)
- #8 **CLAUSTROPHOBIC CRAWL**
(Racers crawl under a net on top of wet sand – currently the volleyball court in Kiwanis Park)
- #9 **INSANE INFLATABLES**
(Racers climb in and out of 2 inflatables placed back to back)
- #10 **LUCRATIVE LADDER WALL**
(Racers climb a 15' foot high wall that is built like a ladder so they will climb up one side and back down the other)
- #11 **CRAZY CARGO CLIMB**
(Racers climb over B.A.D. semi truck using a cargo net)
- #12 **FEARED FLOAT**
(Racers walk across a floating dock placed in Salt Creek – the dock is placed on the shallowest part and we will have water safety personnel at this location)

#13 & 16

HELLACIOUS HURDLES

(Racers jump over cones with connector bars across the top of them – this will be placed on Washington and Cleveland but does not take any longer to remove than the barricades in the street. See picture below for reference)



#14

STUPENDOUS SLIP-N-SLIDE

(Racers run and slide on top of a 150 foot sheet of plastic that will have water flow coming from Hydrant in park across the street for the Fires Station on Broadview)

#15

SLIPPERY SLOPE

(Racers lay on their backs, on top of a sheet of plastic that has water flow coming from Hydrant in park across the street for the Fires Station on Broadview, and pull themselves underneath a cargo net)

#17

PALLET PLUNGE

(Racers jump up and over stacks of pallets that are strapped together)

#18

DOCKDOGS DIVE

(Racers have to get into a 4 foot tall, 20 foot wide, 40 foot long pool and walk across it. Pool will need to be filled by hydrant in lot that connects to the park on Maple with the Brookfield Water Tower)

#19

SAND BAG SLUG

(Racers have to carry a 50-lb sandbag 50 yards around telephone poles in the Gross School parking Lot)

#20

SEDAN STACK

(Racers climb up and over a series of vehicles in the Gross School parking Lot)

#21

WICKED WALL

(Racers will climb a cargo net to the top of an inflatable slide and then slide down before running to the finish line)



COMMITTEE ITEM MEMO

ITEM: CHAMBER OF COMMERCE – B.A.D. RUN
COMMITTEE DATE: July 8, 2013
PREPARED BY: Riccardo F. Ginex, Village Manager *R.F. Ginex*
PURPOSE: Requesting liquor licenses for their run
BUDGET AMOUNT: N/A

BACKGROUND:

The Brookfield Chamber of Commerce is sponsoring the B.A.D. Run. The run will take place on Saturday, August 31st. The Chamber would like to sell beer and food in Kiwanis Park after the run from 11am – 3pm. To be in compliance, they would need both a Class 8 and S1 liquor license. The event will be open to the public.

ATTACHMENTS:

1. N/A

STAFF RECOMMENDATION:

The Board approves the Class 8 and S1 license for the event.

REQUESTED COURSE OF ACTION:

An ordinance is passed granting the Class 8 and S1 licenses at the July 22nd Board Meeting.



COMMITTEE ITEM MEMO

ITEM: CANCELLATION OF BOARD MEETING – MONDAY, AUGUST 12, 2013
COMMITTEE DATE: July 8, 2013
PREPARED BY: Riccardo F. Ginex, Village Manager *R. Ginex*
PURPOSE: Board Summer Recess
BUDGET AMOUNT: N/A

BACKGROUND:

The Board will take a summer recess in August as is their practice. The first meeting of the month, Monday, August 12th will be cancelled. The next Board Meeting will be Monday, August 26, 2013. We will publish notice in the paper ten (10) days prior to the date of the cancellation as required.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

The meeting is cancelled.

REQUESTED COURSE OF ACTION:

The Board approves the action by resolution at the July 22nd Board meeting.



COMMITTEE ITEM MEMO

ITEM: NO PARKING ORDINANCE
COMMITTEE DATE: July 8, 2013
PREPARED BY: Dan Kaup, Public Works Director
PURPOSE: 4100, 4200 and 4300 blocks of Maple Avenue
BUDGET AMOUNT: N/A

BACKGROUND:

During the recently completed Maple Avenue resurfacing project, a number of parkway signs were removed from the right of way to allow for the construction. Staff performed a cursory review of the applicable parking Ordinances and noticed that while the 4100, 4200 and 4300 blocks of Maple had "No Parking" signs installed on the northbound lanes, there was no corresponding Ordinance for the signage. This was due to the fact that Brookfield assumed jurisdiction of Maple Avenue in the mid-1980's from Cook County, which had the signage already in place. However, after the transfer of jurisdiction was made, the Village did not update the Code to reflect the new parking restrictions. This area begins at 4329 Maple and runs north through the entire 4100 block of Maple.

ATTACHMENTS:

NONE

STAFF RECOMMENDATION:

Staff recommends that the Board of Trustees adopt an amended ordinance to allow for the enforcement of the no parking signage.

REQUESTED COURSE OF ACTION:

The Board approves an amended ordinance creating a "No Parking" zone along the east curb lane on the 4100, 4200 and part of the 4300 blocks of northbound Maple Avenue at the July 22nd Board meeting.