

BOARD OF TRUSTEES MEETING  
TUESDAY, NOVEMBER 19, 2013  
7:30 P.M.  
AGENDA NO. 2013-11-02

CALL TO ORDER BY *Mayor Durkin*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK *Ernestine Dobbins*

PRESENTATION OF MINUTES OF BOARD MEETING NOVEMBER 5, 2013

TREASURER'S REPORT *Toleda Hart*

1. Bills Payable Corporate in the amount of \$170,519.05, Motor Fuel Tax Fund \$56,681.00, Sewer & Water Fund \$78,165.39, 2010 Project Fund BAB \$2,731.86, TIF Industrial Park \$300.00, TIF Main Street \$29,675.00, TIF Holbrook Road \$12,539.95, TIF Industrial North \$2,780.00, Glenwoodie Golf Course \$25,558.93. Total \$379,041.18
2. Payroll as of the date November 16, 2013, Glenwoodie in the amount of \$20,326.70 and Corporate in the amount of \$167,628.48 (Includes Police Overtime and Paid On Call Firefighters)
3. Financial Report

OPEN TO PUBLIC (regarding items on the agenda this evening)

COMMUNICATIONS

MAYOR'S OFFICE:

1. Approval of a recommendation from the Economic Development Committee regarding Morrison Handling Container Solutions
2. Approval of Trustee Committees Assignments
3. Appointments

ATTORNEY'S REPORT *John Donahue*

1. Approval of an Ordinance amending Section 10-37 of the Village's Code of Ordinances to increase the number of allowable Class E Liquor Licenses from 4 to 5
2. Approval of a Plat of Resubdivision for the Industrial North Resubdivision
3. Approval of an Ordinance documenting the existence of a non-conforming structure and approving a permitted accessory structure
4. Approval of amended Redevelopment Agreement between Village of Glenwood, Illinois Landauer, Inc.

VILLAGE ADMINISTRATOR *Donna Gayden*

1. Approval of increase in the of the new Property/Casualty, Insurance Rates from \$416,680 to \$418,596
2. Approval of the new proposed Workers Compensation Insurance Rates of \$223,797 from Marks & Company for the period of December 1, 2013 thru December 1, 2014
3. Approval of Insurance Rates for Glenwoodie of \$39,963.00 for the period of December 1, 2013 thru December 1, 2014
4. Approval of Request for Executive Closed Session under Section 2(c)(1) Personnel, Section (2(c)5 Real Estate and Section 2(c) 11 Litigation with action to be taken and reason to reconvene with action to be taken and reason to reconvene

ENGINEER'S REPORT *David Shilling*

Approval of an Engineering Agreement between the Village of Glenwood and Robinson Engineering, Ltd. For Professional Services

DEPARTMENT REPORTS:

A. Finance *Linda Brunette*

1. Approval to add a Military Disability charge of \$2.00 for Vehicle Stickers
2. Report

B. Police *Chief Demitrous Cook*

1. Approval to increase the hourly rate for Part-Time Police Officers by \$1.00
2. Report

C. Fire  
Report

*Chief Kevin Welsh*

D. Public Works  
1. Hickory Glen Park Update  
2. Report

*Patrick McAneney*

E. Building  
Report

*Chief Kevin Welsh*

F. Glenwoodie  
Report

*Eric Swanson/Tim Donohoe*

G. Senior Programs/Park Programs  
Report

*JoAnne Alexander*

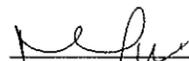
NEW BUSINESS

OLD BUSINESS

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,

  
\_\_\_\_\_  
Donna M. Gayden  
Village Administrator

Posted and distributed 11/16/13

MINUTES OF THE REGULAR BOARD MEETING  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS  
HELD AT THE MUNICIPAL BUILDING ON TUESDAY, NOVEMBER 5, 2013

The November 5, 2013 Regular Board Meeting was called to order at 8:18 PM (following COW Meeting) by Mayor Kerry Durkin who led the audience in the Pledge of Allegiance.

**UPON ROLL CALL:** by the Village Clerk Ernestine Dobbins, the following Trustees responded: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles.

**ALSO IN ATTENDANCE:** Donna Gayden, Village Administrator; Kevin Welsh, Fire Chief; Patrick McAnaney, Public Works Director; David Shilling, Village Engineer; JoAnne Alexander, Senior /Park Programs, Derek Peddycord, Police; Linda Brunette, Finance Director, Toleda Hart, Village Treasurer, John Donahue, Village Attorney.

**PRESENTATION OF MINUTES:** 1) Motion to approve the October 16, 2013 Regular Board Meeting Minutes.

Trustee Nielsen: Moved; Second by Trustee Plott to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

2) Motion to approve the October 26, 2013 Special Board Meeting Minutes.

Trustee Plott: Moved; Second by Trustee Hopkins to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

**TREASURER'S REPORT:** 1) Motion to approve the Bills Payable as presented by Village Treasurer Toleda Hart.

**Trustee Styles:** Moved; **Second by Trustee Campbell** to accept the Motion as presented.

**Corporate:** \$198,177.64; **Motor Fuel Tax Fund:** \$29,740.48; **Sewer & Water Fund:** \$163,963.47; **2010 Project Fund BAB:** \$468,323.47; **TIF Industrial Park:** \$1,706.25; **TIF Holbrook Road:** \$133,759.05; **Glenwoodie Golf Course:** \$51,475.50

**Total All Funds:** \$1,047,145.86

**Discussion:** No discussion.

**Upon Roll Call:** Ayes: 5 Naes: 0 Recues: 1 Absent: 0 Abstain: 0

**Ayes:** Campbell, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** Gardiner

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**PAYROLL:**

**Motion to approve Payroll as of October 18, 2013 and November 1, 2013 as presented by the Village Treasurer. Glenwoodie Golf Course** in the amount of \$8,979.00 (October 18, 2013); **Corporate** in the amount of \$133,456.25 (October, 18, 2013); **Glenwoodie Golf Course** in the amount of \$24,434.34 (November 1, 2013); **Corporate** in the amount of \$148,478.51 (November 1, 2013)

**Trustee Nielsen:** Moved; **Second by Trustee Plott** to accept The Motion as presented.

**Discussion:** Trustees Campbell and Styles questioned the high totals given for the November 1, 2013 Payroll; the Mayor asked if the Board is prepared to vote for something in error; Linda Brunette, the Finance Director was asked to check on the totals.

**Upon Roll Call:** Ayes 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**OPEN TO PUBLIC:**

No one approached the Board regarding agenda items.

**COMMUNICATIONS  
MAYOR'S OFFICE:**

1) Mayor Durkin made a presentation to JoAnne Alexander for her leadership as Chair of the Economic Development Committee and for her continuous service as a member on that committee.

2) Approval of a Redevelopment Agreement between the Village of Glenwood and West Side Transport.

Trustee Hopkins: Moved; Second by Trustee Campbell to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

3) Approval to delegate the Village Administrator as the Village of Glenwood's Representative for the I-394 and Illinois Route Corridor Study.

Trustee Campbell: Moved; Second by Trustee Plott to accept the Motion as presented.

Discussion: Trustee Campbell made comments about the 394 Corridor Study and he had viewed it.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

**ATTORNEY'S REPORT:**

1) Approval of a Resolution approving: (1) an amended contract for the purchase of the real estate known as 537 E. 195<sup>th</sup> Street (PINs: 32-09-102-004-0000 and 32-09-102-005-0000); (2) the Village's closing upon and taking title to said property; (3) the funding of the Village's purchase with Tax Increment Funds; (4) the approval of a Contract to improve and transfer the same property to Tuffli Family Foundation and (5) the Village's closing upon the transfer to the Tuffli family Foundation.

Discussion: The Village Attorney stated that he has signed contracts ready to be signed by the Mayor.

Trustee Campbell: Moved; Second by Trustee Hopkins to accept the Motion as presented.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**2) Motion TO TABLE Approval of a Resolution authorizing the transfer of funds from the Enterprise Fund to the Corporate Fund.**

**Trustee Plott:** Moved; **Second by Trustee Styles** to accept the Motion as presented.

**Discussion:** There were questions asked by the Mayor and Trustees about the Enterprise Fund and the Village Attorney responded to the questions but it was decided by the Board that this agenda item should be TABLED.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**3) Approval of an Ordinance amending Division 1 of Article 1.5 of Chapter 2 of the Village of Glenwood's Code of Ordinance (Village Administrator).**

**Trustee Styles:** Moved; **Second by Trustee Gardiner** to accept the Motion as presented.

**Discussion:** No discussion.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0  
**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**4) Approval of Contract from Cachey Builders, Inc. for work to be done on the former Argo Gymnastics & Chicagoland Paintball Building contingent upon Village acquiring Title.**

**Trustee Hopkins:** Moved; **Second by Trustee Plott** to accept the Motion as presented.

**Discussion:** Trustee Hopkins asked when construction will begin: the Village Attorney stated after the updated environmental is complete, work should then begin.

**Upon Roll Call:** Ayes: 5 Naes: 1 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott

**Naes:** Styles

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**5) Approval of a Lease for Property at 473 Glenwoodie Drive, Glenwood, Illinois.**

**Trustee Campbell:** Moved; **Second by Trustee Gardiner** to accept the Motion as presented.

**Discussion:** It was asked if the lease was until the end of year and is there reference to renewal provision in the lease; the Village Attorney responded that the lease is up at the end of the year and there is no renewal provision in the lease.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**6) Motion to authorize the Insurance Defense Council to make an offer to settle Litigation as discussed in Executive Closed Session up to and not to exceed the amount as discussed in Executive Closed Session.**

**Trustee Gardiner:** Moved; **Second by Trustee Campbell** to accept the Motion as presented.

**Discussion:** No discussion.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

7) In Event the Settlement Authorized in the Approved Motion (#6) cannot be accomplished, Motion authorizing the Insurance Defense Council in the same case to undertake alternate settlement activity and strategies as discussed in Executive Closed Session.

**Trustee Styles:** Moved; **Second by Trustee Campbell** to accept the Motion as presented.

**Discussion:** No discussion.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**VILLAGE ADMINISTRATOR:**

**Approval of the new proposed Property/Casualty Rates of \$416,680 from Marks & Company for the period of December 1, 2013 thru December 1, 2014.**

**Trustee Campbell:** Moved; **Second by Trustee Hopkins** to accept the Motion as presented. (This Motion was amended omitting Workers Compensation.)

**Discussion:** This rate includes Liability and does not include Workers Compensation; John Marks stated (COW Meeting) that there was a 12.6% increase for General Liability and a 6.0 % increase for Workers Compensation and he also stated that only one company was interested. The Motion was amended omitting Workers Compensation.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**ENGINEER'S REPORT:**

1) Approval to authorize Robinson Engineering to prepare plans and specifications extending the scope of work southeast along Glenwood Avenue to School Street. (Original Glenwood Relief Storm Sewer). Engineering Fees will be standard rates not to exceed \$30,000.

**Trustee Nielsen:** Moved; **Second by Trustee Campbell** to accept the Motion as presented.

**Discussion:** The Mayor clarified and gave an update.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

2) Approval to authorize Robinson Engineering to proceed with the Phase 1 design study of Intersection Improvement at 187<sup>th</sup> Street and Halsted Street; IDOT has approved \$125,000 total cost with SSMMA providing the Federal 80% share of \$100,000 and the Village responsible for the Local 20% share of \$25,000.

**Trustee Gardiner:** Moved; **Second by Trustee Styles** to accept the Motion as presented.

**Discussion:** Trustee Gardiner asked if a "turn lane" will be included in the plan and if there was a water main at this location; responses were given to both questions.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

3) The Mayor asked for direction from the Board on the piece of land along the railroad track (between Center and Maple) regarding annexing the property into the Village; the Mayor stated that this was a recommendation from the Plan Commission to annex the property; Trustee Plott asked if the property owners have been contacted; the consensus of the Board is to "hold off."

**FINANCE:**

**Approval to accept the recommendation from the Finance Committee to change banks.**

**Trustee Campbell:** Moved; **Second by Trustee Hopkins** to accept the Motion as presented.

**Discussion:** Information was provided by Linda Brunette, Finance Director and questions were asked during COW meeting.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**POLICE:**

Derek Peddycord updated the Board of ongoing training and activities of the Department. The Village Administrator gave an update on Samantha who recently had brain surgery and stated that the Administrative staff will begin a sick bank.

**FIRE:**

Chief Welsh stated that the Annual Pancake Breakfast had a profit of \$1,600; the annual toy and food drive collection will be held December 14<sup>th</sup>.

**PUBLIC WORKS:**

Patrick McAneney provided an update on the Hickory Glen Park Project; he stated that the retention ponds have been completed; new lighting will be installed next week; the shelters are up; work will begin on fencing and seeding will be done November 18<sup>th</sup>. The leaf pick-up began last week and residents are to place leaves in paper bags.

**BUILDING:**

No Report

**GLENWOODIE:**

Tim Donohoe had no report and Eric Swanson updated the Board on the tree planting.

**SENIOR/PARK PROGRAMS:**

JoAnne Alexander announced that the luncheon honoring our Veterans will be held Friday, November 15<sup>th</sup> at the Glenwoodie Golf Club (Doors open: 11:00 AM; Luncheon: 12:00 Noon). The 4<sup>th</sup> Annual Holiday Marketplace will be held Saturday, November 16<sup>th</sup> and Sunday, November 17<sup>th</sup> at the Glenwoodie Golf Club. A report was also give on the trip to Four Winds Casino.

**NEW BUSINESS:**

No New Business

**OLD BUSINESS:**

1) **Approval to rescind the Wendy's Redevelopment Agreement.**

**Trustee Styles:** Moved; **Second by Trustee Plott** to accept the Motion as presented.

**Discussion:** No discussion.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

2) **Approval of Travel and Business related Expenses.**

**Trustee Plott:** Moved; **Second by Trustee Campbell** to accept the Motion as presented.

**Discussion:** No discussion.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**3) Approval of Purchasing Policy.**

**Trustee Styles:** Moved; **Second by Trustee Campbell** to accept the Motion as presented.

**Discussion:** No discussion.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

4) Trustee Nielsen asked that a \$1.00 increase for part-time police officers be placed on the agenda for the next Regular Board meeting

**OPEN TO PUBLIC:**

No one approached the Board regarding any items.

**MOTION TO ADJOURN:**

**Motion to adjourn the November 5, 2013 Regular Board Meeting.**

**Trustee Hopkins:** Moved; **Second by Trustee Nielsen** to accept the Motion as presented.

**Discussion:** No discussion.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**ADJOURNMENT:**

The November 5, 2013 Regular Board Meeting adjourned at 9:05 PM.

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Ernestine T. Dobbins, Village Clerk

ACS FINANCIAL  
11/14/2013 09:19:20 Schedule of Bills (Fund/Dept)

VILLAGE OF GLENWOOD  
GL050S-V07.20 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 111913 COMMENT... BOARD MEETING 11/19/2013

DATA-JE-ID DATA COMMENT  
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D-11192013-644 BOARD MEETING 11/19/2013

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP
L		01		P8	N	S	6	066	10		

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
BALANCE SHEET	.....					
FIDELITY SECURITY LIFE NOVEMBER 2013	278.88	VOLUNTARY EMPLOYEE DED P	01.000.2119	6455000		644 00043
M & M REAL ESTATE REF 25 N CHESTNUT LANE	6,000.00	BUILDING REPAIR ESCROW	01.000.2132	11/04/213		644 00062
MR. BEN CREMER REF 30 N SYCAMORE LANE	250.00	BUILDING REPAIR ESCROW	01.000.2132	10/31/13		644 00038
SHAYLA BUTLER REF 931 WESTWOOD	1,000.00	BUILDING REPAIR ESCROW	01.000.2132	11/07/13		644 00205
	7,528.88	.....				

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
LICENSES & PERMITS	.....					
STANLEY CONVERGENT REFUND LICENSE	50.00	BUSINESS LICENSES	01.002.0220	10/30/13		644 00012
	50.00	.....				

ACS FINANCIAL  
11/14/2013 09:19:20

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VILLAGE OF GLENWOOD  
GL540R-V07.20 PAGE 3

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
FINES	.....					
GWENDOLYN FARRIS REF BLDG FINE	250.00	BUILDING CODE FINES	01.083.8301	11/01/13		644 00039
	250.00	.....				

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
OTHER INCOME	.....					
BEV SANES CANCELLED 12/04/13	75.00	FACILITY RENT	01.089.8740	11/08/13		644 00116
CYNTHIA ANDERSON WARD REF HICKORY GLEN	100.00	FACILITY RENT	01.089.8740	11/12/13		644 00137
GEROME JORDAN SR REF BLAKEY CENTER	100.00	FACILITY RENT	01.089.8740	11/04/13		644 00022
LACHANDA HARRIS REFUND FOREST PARK	100.00	FACILITY RENT	01.089.8740	11/12/13		644 00131
REMONA WILLIAMS REF ARQUILLA PARK	100.00	FACILITY RENT	01.089.8740	11/04/13		644 00035
ROCHELLE WALTERS REF ARQUILLA PARK	100.00	FACILITY RENT	01.089.8740	11/12/13		644 00136
	575.00	.....				

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
ADMINISTRATION	.....					
A T & T MOBILITY 2871018307741	86.66	TELEPHONE	01.100.9120	11032013		644 00053
AM AUDIT UTILITY AUDIT	7.88	UTILITY CONSULTING	01.100.9178	1078		644 00042
DONNA M GAYDEN REIMBURSE CELL OCTOBER	75.00	TELEPHONE	01.100.9120	11/12/13		644 00130
GARDINER KOCH WEISBERG & PROFESSIONAL SERVICES	11,915.77	LEGAL SERVICES	01.100.9151	95746		644 00094
GREGORY RAY FALL CONFERENCE 2013	328.71	POLICE AND FIRE COMMISSI	01.100.9189	11/06/13		644 00113
FALL CONFERENCE 2011	321.12	POLICE AND FIRE COMMISSI	01.100.9189	11/06/13		644 00114
FALL CONFERENCE 2012	419.38	POLICE AND FIRE COMMISSI	01.100.9189	11/06/13		644 00135
	1,069.21	*VENDOR TOTAL				
HOMEWOOD DISPOSAL SERVIC OCTOBER 2013	43,101.90	HOMEWOOD DISPOSAL	01.100.9888	4519566		644 00072
HOMEWOOD FLORIST HOSTERT	66.50	DONATIONS/MEMORIALS	01.100.9187	187210		644 00050
LANER MUCHIN NOVEMBER 2013 RETAINER	2,500.00	LEGAL SERVICES	01.100.9151	431634		644 00096
PROVEN BUSINESS SYSTEMS SHIPPING	10.00	OFFICE SUPPLIES	01.100.9111	167660		644 00044
ROBINSON ENGINEERING,LTD GGC PROP/BAILEY PROP	650.00	ENGINEER SERVICES	01.100.9685	13110026		644 00174
SECRETARY OF STATE RENEWAL PLATES 2012 FORD	101.00	MISCELLANEOUS	01.100.9891	11/05/13		644 00063
SUN TIMES MEDIA ANNUAL TREASURER REPORT	706.64	LEGAL NOTICES	01.100.9131	100157229		644 00182
T & T BUSINESS SYSTEMS I IR3235I	112.11	COPIER SUPPLIES AND MAIN	01.100.9113	74127		644 00181
TOSHIBA FINANCIAL SERVIC TOSHIBA VILLAGE HALL	488.53	PURCHASE OF COPY MACHINE	01.100.9606	240174193		644 00045

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
ADMINISTRATION	.....					
U.S. BANK EQUIPMENT FINA CANON IPF765	308.19	COPIER SUPPLIES AND MAIN	01.100.9113	239700321		644 00046
WALTON OFFICE SUPPLY OFFICE SUPPLIES	45.96	OFFICE SUPPLIES	01.100.9111	27871-0		644 00048
	61,245.35	.....				

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PUBLIC WORKS	.....					
AIRGAS NORTH CENTRAL , I REFILLS	20.29	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	9914146029		644 00184
AL WARREN OIL COMPANY, I FUEL	1,409.57	GAS AND OIL	01.300.9210	11/13/13		644 00165
ARROW UNIFORM RENTAL OCTOBER 2013	168.20	REPAIR/MAINT MUNICIPAL B	01.300.9430	10/31/13		644 00185
CALUMET CITY PLUMBING POLICE DEPARTMENT	653.71	REPAIR/MAINT MUNICIPAL B	01.300.9430	13099		644 00082
COM ED						
0612091031	822.59	ENERGY STREET LIGHTING	01.300.9221	10/30/13		644 00017
0283059209	685.78	ENERGY STREET LIGHTING	01.300.9221	11/02/13		644 00083
0603011043	50.28	ENERGY STREET LIGHTING	01.300.9221	11/04/13		644 00092
	1,558.65	*VENDOR TOTAL				
DICICCO CONCRETE PRODUCT SEALANT	346.00	REPAIR/MAINT - STORM SEW	01.300.9421	57213		644 00018
ELMORE'S LAWN CARE SERVI SEPTEMBER 2013	380.99	LAWN CARE SERVICES	01.300.9021	106		644 00090
OCTOBER 2013	476.24	LAWN CARE SERVICES	01.300.9021	107		644 00088
SEPTEMBER 2013	3,855.56	LAWN CARE SERVICES	01.300.9021	108		644 00167
OCTOBER 2013	4,818.13	LAWN CARE SERVICES	01.300.9021	109		644 00128
	9,530.92	*VENDOR TOTAL				
GALLAGHER MATERIAL CORP N50 SURFACE	220.00	STREETS SIDEWALKS & ROAD	01.300.9460	630275MB		644 00020
J & J NEWELL CONCRETE 437 ARQUILLA	900.00	MAINT - MUNICIPAL GROUND	01.300.9441	4668		644 00134
MENARDS						
SUPPLIES	35.52	MAINT - MUNICIPAL GROUND	01.300.9441	29410		644 00040
SUPPLIES	27.36	REPAIR/MAINT MUNICIPAL B	01.300.9430	29569		644 00100
SUPPLIES	3.44	REPAIR/MAINT MUNICIPAL B	01.300.9430	29572		644 00101
SUPPLIES	30.86	REPAIR/MAINT MUNICIPAL B	01.300.9430	29639		644 00102
SUPPLIES	138.92	MISCELLANEOUS	01.300.9891	29818		644 00192
	236.10	*VENDOR TOTAL				
MERTS HVAC SERVICE VILLAGE HALL	454.00	HVAC MAINTENANCE	01.300.9614	071120		644 00193

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PUBLIC WORKS	.....					
MONARCH AUTO SUPPLY INC. CQ CLAY ABSORBANT DLX W/W SOLVENT	41.34 89.94 131.28	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.300.9420 01.300.9420	6981-229096 6981-229114		644 00104 644 00105
MUELLER'S TRUCK REPAIR, 2001 INT 4900 2004 INT 7400	2,243.53 1,268.36 3,511.89	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.300.9420 01.300.9420	34090 34110		644 00107 644 00194
PATRICK MCANENEY REIMBURSE CELL OCTOBER	75.00	TELEPHONE	01.300.9120	11/06/13		644 00073
PCS INDUSTRIES SUPPLIES	205.25	CLEANING SUPPLIES	01.300.9115	145366		644 00195
R&R MAINTENANCE FIRE & F 2005 FORD F-350	58.95	REPAIR & MAINTENANCE-VEH	01.300.9420	6656		644 00111
ROSE PEST SOLUTIONS PUBLIC WORKS GARAGE QUARTERLY VILLAGE HALL ONE ASSELBORNWAY PW GARAGE	50.00 103.00 103.00 103.00 359.00	REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B *VENDOR TOTAL	01.300.9430 01.300.9430 01.300.9430 01.300.9430	10/22/13 1418399 1430252 1430253		644 00201 644 00115 644 00200 644 00199
STATE TREASURER TRAFFIC SIGNALS	2,032.92	REPAIR/MAINT TRAFFIC SIG	01.300.9424	40673		644 00202
T & T MAINTENANCE DECEMBER 2013	2,800.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	25		644 00175
TRAFFIC CONTROL & PROTEC EQUIPMENT	146.10	SIGNS FOR TRAFFIC CONTRO	01.300.9270	78712		644 00120
WRIGHT CONCRETE RECYCLIN DIRT	200.00	MAINT - MUNICIPAL GROUND	01.300.9441	13559		644 00036
	25,017.83	.....				

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PARKS	.....					
ELMER & SONS LOCKSMITHS, ARQUILLA FIELD HOUSE	327.25	REPAIR/MAINT MUNICIPAL B	01.400.9430	303801		644 00019
FOREVER GREEN LAWN CARE GLENWOOD PARKS	1,165.00	MAINT - MUNICIPAL GROUND	01.400.9441	11/12/13		644 00189
MENARDS SUPPLIES	150.97	REPAIR/MAINT MUNICIPAL B	01.400.9430	29340		644 00025
PORTABLE JOHN, INC. AQUILLA PARK	98.95	MAINT - MUNICIPAL GROUND	01.400.9441	A-189462		644 00041
SCOTT SIGN CO HOLIDAY MARKET SIGNS	774.96	PARK PROGRAM EXPENSES	01.400.9280	877		644 00011
	2,517.13	.....				

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
POLICE	.....					
A T & T MOBILITY 2871018307741	115.64	TELEPHONE	01.500.9120	11032013		644 00052
AL WARREN OIL COMPANY, I FUEL	3,790.25	GAS AND OIL	01.500.9210	11/13/13		644 00166
COUNTY OF COOK, ILLINOIS WAN	3,151.50	REPAIR/MAINT COMMUNICATI	01.500.9410	10/30/13		644 00087
E-COMM WIRELESS CARDS	3,078.97	COMPUTER-PROGRAMS & EQUI	01.500.9634	357		644 00002
ELMER & SONS LOCKSMITHS, KEYPAD LOCKSETS	1,584.83	REPAIR/MAINT MUNICIPAL B	01.500.9430	303537		644 00003
FIRESTONE 2010 FORD CROWN VIC	248.76	REPAIR & MAINTENANCE-VEH	01.500.9420	146711		644 00004
2010 FORD CROWN VIC	144.37	REPAIR & MAINTENANCE-VEH	01.500.9420	146949		644 00093
	393.13	*VENDOR TOTAL				
KIESLER'S POLICE SUPPLY, AMMUNITION	3,829.60	RANGE USAGE/AMMUNITION	01.500.9508	0708126C		644 00172
LANER MUCHIN LEGAL SERVICES	27,188.09	LEGAL SERVICES	01.500.9151	431634		644 00097
LEXISNEXIS RISK DATA MGM OCTOBER 2013	50.00	DUES SUBSCRIPT. MEMBERSH	01.500.9140	20131031		644 00098
MINER ELECTRONICS CORP. REPAIR MOBILE RADIOS	47.50	REPAIR & MAINTENANCE-VEH	01.500.9420	251645		644 00005
RAY & WALLY'S TOWING OCTOBER 2013	100.00	TOW FEE EXPENSE	01.500.9509	25653		644 00112
THOMAS MORACHE REIMBURSE HOMICIDE CONF	300.04	TRAVEL LODGING MEALS - M	01.500.9182	11/13/13		644 00170
UPS SHIPPING	73.82	POSTAGE	01.500.9114	000077A7E443		644 00122
VAN DRUNEN FORD CO. 2006 FORD CROWN VIC	128.76	REPAIR & MAINTENANCE-VEH	01.500.9420	FOCS72893		644 00121
2011 FORD INTERCEPTOR	425.99	REPAIR & MAINTENANCE-VEH	01.500.9420	FOCS73131		644 00014

Schedule of Bills (Fund/Dept)  
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
POLICE	.....					
VAN DRUNEN FORD CO. 2009 FORD INTERCEPTOR	203.86 758.61	REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.500.9420	FOCS73176		644 00015
WALTON OFFICE SUPPLY OFFICE SUPPLIES	175.53	OFFICE SUPPLIES	01.500.9111	278736-0		644 00124
OFFICE SUPPLIES	121.34	OFFICE SUPPLIES	01.500.9111	278736-1		644 00125
OFFICE SUPPLIES	122.05	OFFICE SUPPLIES	01.500.9111	278736-2		644 00126
	418.92	*VENDOR TOTAL				
	44,880.90	.....				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
FIRE	.....					
AL WARREN OIL COMPANY, I FUEL	1,957.86	GAS AND OIL	01.600.9210	11/13/13		644 00163
BUD'S AMBULANCE SERVICE FLAT RATE	15,608.32	CONTRACT SERVICES	01.600.9020	10/25/2013		644 00056
CHICAGO LASER & COMPUTER TONER	201.00	OFFICE SUPPLIES	01.600.9111	00127430		644 00001
COMCAST 8771 40 050 0000973	50.41	MAINTENANCE-STATION #1	01.600.9431	10/28/13A		644 00177
8771 40 050 0000981	50.41	MAINTENANCE-STATION #1	01.600.9431	10/28/13B		644 00206
	100.82	*VENDOR TOTAL				
FLORES PLASTERING STA 1 DRYWALL & TAPING	1,200.00	MAINTENANCE-STATION #1	01.600.9431	11/02/13		644 00059
GLEN'S UNIFORMS UNIFORMS	946.18	UNIFORMS	01.600.9200	2480		644 00075
GLENWOOD PAINT SUPPLIES	87.02	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	11/01/13		644 00178
ILLINOIS FIRE CHIEFS 2013 ANNUAL CONFERENCE	200.00	DUES,SUBSCRIPT.MEMBERSHI	01.600.9140	C1331-299		644 00076
MENARDS SUPPLIES	30.76	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	29297		644 00027
SUPPLIES	75.51	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	29380		644 00026
D-CON & TRAPS	4.57	MAINTENANCE-STATION #1	01.600.9431	29490		644 00099
EQUIPMENT	5.76	MAINTENANCE-STATION #1	01.600.9431	29737		644 00179
	116.60	*VENDOR TOTAL				
MOORE MEDICAL SUPPLIES	69.50	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	97965937 1		644 00106
NICOR GAS 0345271000 1	45.63	UTILITIES	01.600.9180	10/25/13		644 00006
5412261000 6	66.41	UTILITIES	01.600.9180	10/25/13		644 00031
	112.04	*VENDOR TOTAL				
PIONEER OFFICE FORMS, IN FORMS	130.90	OFFICE SUPPLIES	01.600.9111	90021		644 00007

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
FIRE	.....					
PRAIRIE STATE COLLEGE TUFTEDAL FALL 2013	774.00	PERSONNEL TRAINING	01.600.9181	10/21/13		644 00008
R&R MAINTENANCE FIRE & F						
UNIT #444	350.00	REPAIR & MAINTENANCE-VEH	01.600.9420	6610		644 00009
UNIT #440	350.00	REPAIR & MAINTENANCE-VEH	01.600.9420	6628		644 00033
UNIT #434	350.00	REPAIR & MAINTENANCE-VEH	01.600.9420	6629		644 00010
2013 FORD EXPLORER	32.95	REPAIR & MAINTENANCE-VEH	01.600.9420	6662		644 00077
2005 FORD F-350	32.95	REPAIR & MAINTENANCE-VEH	01.600.9420	6665		644 00078
2011 FORD EXPEDITION	32.95	REPAIR & MAINTENANCE-VEH	01.600.9420	6672		644 00110
2000 FORD EXPEDITION	32.95	REPAIR & MAINTENANCE-VEH	01.600.9420	6674		644 00109
	1,181.80	*VENDOR TOTAL				
SCHILLING						
CASING & WHITE PINE	11.33	MAINTENANCE-STATION #1	01.600.9431	11/12/13		644 00161
PROPANE TANKS	89.98	MAINTENANCE-STATION #1	01.600.9431	703389/1		644 00034
COMPOUND & SHEETROCK	24.08	MAINTENANCE-STATION #1	01.600.9431	704042/1		644 00162
	125.39	*VENDOR TOTAL				
SOUTH SUBURBAN COLLEGE WOJACK/ALSION	1,377.50	PERSONNEL TRAINING	01.600.9181	11/08/13		644 00180
T & T BUSINESS SYSTEMS I IR4570	121.37	COPY MACHINE	01.600.9604	74105		644 00183
WALTON OFFICE SUPPLY OFFICE SUPPLIES	4.42	OFFICE SUPPLIES	01.600.9111	27871-0		644 00049
	24,314.72	.....				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
E.S.D.A.	.....					
GLEN'S UNIFORMS UNIFORMS	500.00	UNIFORMS	01.700.9200	2480		644 00074
	500.00	.....				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
SENIOR CENTER FUND	.....					
JOANNE ALEXANDER SENIOR HALLOWEEN & CASIN	67.01	SPECIAL EVENTS	01.800.9442	11/07/13		644 00080
RAY SCHMELZER SENIOR HALLOWEEN PARTY	56.57	SPECIAL EVENTS	01.800.9442	11/07/13		644 00117
	123.58	.....				
CORPORATE FUND	167,003.39	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
MOTOR FUEL TAX FUND	*****					
MOTOR FUEL TAX EXPENDITURES	.....					
J & J NEWELL CONCRETE 2013 SIDEWALK PROJECT	55,522.25	STREETS SIDEWALKS & ROAD	03.310.9460	4666		644 00133
MILLERS READY MIX, LLC CONCRETE	1,158.75	STREETS SIDEWALKS & ROAD	03.310.9460	10/31/13		644 00103
	56,681.00	.....				
MOTOR FUEL TAX FUND	56,681.00	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
BALANCE SHEET	.....					
LAWRENCE NOWAK REF 307 HICKORY	75.00	WATER ESCROW DEPOSITS	10.000.2130	11/02/13		644 00032
	75.00	.....				

Schedule of Bills (Fund/Dept)  
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
SEWER & WATER EXPENDITURES	.....					
A T & T MOBILITY 2871018307741	469.87	TELEPHONE	10.110.9120	11032013		644 00054
AL WARREN OIL COMPANY, I FUEL	2,044.06	GAS AND OIL	10.110.9210	11/13/13		644 00164
ALTERNATIVE ENERGY SOLUT 187TH PUMP STATION	1,197.47	REPAIR/MAINT - SEWER SYS	10.110.9450	25876		644 00081
CALUMET CITY PLUMBING 194TH & GLWD CHGO HTS RD	5,824.80	REPAIR/MAINT - WATER SYS	10.110.9411	13021		644 00057
CERTIFIED LABORATORIES CHEMICALS	2,429.51	CHEMICALS	10.110.9225	1292951		644 00186
COM ED 0143096066	45.35	ENERGY FOR PUMPING	10.110.9223	11/01/13		644 00084
083121030	354.15	ENERGY FOR PUMPING	10.110.9223	11/01/13		644 00085
055314114	89.81	UTILITIES	10.110.9180	11/06/13		644 00187
	489.31	*VENDOR TOTAL				
COMCAST 8771 40 050 0136801	116.52	COMPUTER-PROGRAMS & EQUI	10.110.9634	10/27/13		644 00016
CONSTELLATION 0691025055	1,427.49	ENERGY FOR PUMPING	10.110.9223	11/02/13		644 00086
CORRPRO COMPANIES, INC. INSPECTION SERVICE	1,755.00	CONTRACT SERVICES	10.110.9020	201109		644 00188
DANIEL BUB REIMBURSE SAFETY GLASSES	320.49	PURCHASE-PERSONNEL EQUIP	10.110.9590	11/04/13		644 00037
EJ USA, INC. HYDRANTS & PARTS	7,446.00	REPAIR/MAINT - WATER SYS	10.110.9411	3663488		644 00058
ELMER & SONS LOCKSMITHS, OCTOBER 2013	119.06	LAWN CARE SERVICES	10.110.9021	107		644 00089
ELMORE'S LAWN CARE SERVI SEPTEMBER 2013	95.25	LAWN CARE SERVICES	10.110.9021	106		644 00091
SEPTEMBER 2013	963.88	LAWN CARE SERVICES	10.110.9021	108		644 00168
OCTOBER 2013	1,204.53	LAWN CARE SERVICES	10.110.9021	109		644 00129
	2,263.66	*VENDOR TOTAL				

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
SEWER & WATER EXPENDITURES	.....					
G & K SERVICES OCTOBER 2013	405.87	PURCHASE-PERSONNEL EQUIP	10.110.9590	10/31/13		644 00190
HAMILTON LANDSCAPING VARIOUS LOCATION LANDSCA	4,993.00	MAINT - MUNICIPAL GROUND	10.110.9441	25217		644 00060
HD SUPPLY WATERWORKS LTD METERS	1,690.17	REPAIR/MAINT - WATER SYS	10.110.9411	B666086		644 00021
J & J NEWELL CONCRETE 2013 RESTORATION WTR/ASP	36,365.00	MAINT - MUNICIPAL GROUND	10.110.9441	4667		644 00132
LINDENMEYER MUNROE ENVELOPES	199.75	PRINTING AND ADVERTISING	10.110.9109	91845438 RI		644 00061
M.E. SIMPSON COMPANY, IN 206 ROSE STREET TWO METERS TESTED	450.00 530.00 980.00	CONTRACT SERVICES	10.110.9020	24451		644 00024
		CONTRACT SERVICES	10.110.9020	24457		644 00023
		*VENDOR TOTAL				
MARTIN IMPLEMENT SALES, REPAIR BOBCAT SKID STEER	880.50	REPAIR & MAINTENANCE-VEH	10.110.9420	S32070		644 00055
NICOR GAS 7390341000 6 8537371000 4 8413831000 2	35.55 66.46 143.26 245.27	UTILITIES	10.110.9180	10/28/13		644 00029
		UTILITIES	10.110.9180	10/29/13		644 00028
		UTILITIES	10.110.9180	10/29/13		644 00030
		*VENDOR TOTAL				
R&R MAINTENANCE FIRE & F 2001 FORD F-150 1996 INT 4900	217.90 599.96 817.86	REPAIR & MAINTENANCE-VEH	10.110.9420	6646		644 00108
		REPAIR & MAINTENANCE-VEH	10.110.9420	6684		644 00196
		*VENDOR TOTAL				
ROBINSON ENGINEERING,LTD JANE ST LIFT STATION RELIEF STORM SEWER	1,185.00 1,653.75 2,838.75	ENGINEERING SERVICES	10.110.9685	13110089		644 00198
		ENGINEERING SERVICES	10.110.9685	13110091		644 00197
		*VENDOR TOTAL				
STONY TIRE INC BACKHOE TIRE REPAIR	50.00	REPAIR & MAINTENANCE-VEH	10.110.9420	1-94748		644 00203
SWIFT SAW & TOOL SUPPLY SUPPLIES	11.20	PURCHASE-GENERAL TOOLS/E	10.110.9550	Z1916		644 00118

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
SEWER & WATER EXPENDITURES	.....					
SWIFT SAW & TOOL SUPPLY SUPPLIES	25.23 36.43	PURCHASE-GENERAL TOOLS/E *VENDOR TOTAL	10.110.9550	Z1917		644 00119
THORNCREEK MATERIAL STONE	983.95	REPAIR/MAINT - WATER SYS	10.110.9411	19734		644 00064
USABLUEBOOK SUPPLIES	1,065.98	REPAIR/MAINT - WATER SYS	10.110.9411	192195		644 00123
WALTON OFFICE SUPPLY OFFICE SUPPLIES	22.96	OFFICE SUPPLIES	10.110.9111	27871-0		644 00047
WHOLESALE DIRECT INC. PARTS	543.16	REPAIR & MAINTENANCE-VEH	10.110.9420	000203393		644 00204
	78,041.89	.....				
SEWER & WATER FUND	78,116.89	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
2010 PROJECT FUND BAB	*****					
SEWER BOND EXPENDITURES	.....					
HD SUPPLY WATERWORKS LTD HICKORY GLEN PARK	383.00	OSLAD GRANT EXPENSE PARK	40.440.9670	B710392		644 00191
PLANNING RESOURCES INC. HICKORY GLEN PARK	2,053.00	OSLAD GRANT EXPENSE PARK	40.440.9670	11078		644 00173
	2,436.00	.....				
2010 PROJECT FUND BAB	2,436.00	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF-INDUSTRIAL PARK	*****					
TIF INDUSTRIAL PARK	.....					
KATHLEEN FIELD ORR & ASS TIF LITIGATION	300.00	LEGAL SERVICES	60.660.9151	14152		644 00171
	300.00	.....				
TIF-INDUSTRIAL PARK	300.00	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF-MAIN STREET	*****					
TIF MAIN STREET EXPENDITURES	.....					
K.L.F. TRUCKING CO. DEMO ANNIE LEE	28,100.00	TIF DISTRICT EXPENSES	62.620.9631	24761		644 00095
ROBINSON ENGINEERING,LTD GLNWD OAKS & AT&T MONOP	1,665.00	ENGINEERING SERVICES	62.620.9685	13110092		644 00210
	29,765.00	.....				
TIF-MAIN STREET	29,765.00	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF HOLBROOK ROAD	*****					
TIF HOLBROOK RD EXPENDITURES	.....					
STEVE SPIESS CONSTRUCTIO GLNWD/HMWD WATER MAIN	12,539.95	TIF DISTRICT EXPENSES	63.630.9631	4214		644 00013
	12,539.95	.....				
TIF HOLBROOK ROAD	12,539.95	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF INDUSTRIAL NORTH	*****					
TIF INDL NORTH	.....					
ROBINSON ENGINEERING,LTD INDUSTRIAL NORTH SUBDIVI	2,780.00	ENGINEERING SERVICES	65.650.9685	13110090		644 00209
	2,780.00	.....				
TIF INDUSTRIAL NORTH	2,780.00	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GLENWOODIE EXPENDITURES	.....					
SANCHEZ DANIELS & HOFFMA GGC VIDEO GAMING	1,000.00	LEGAL SERVICES VILLAGE A	70.770.9151	11/13/13		644 00208
	1,000.00	.....				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GOLF COURSE MAINTENANCE	.....					
BTSI FERTILIZER	2,081.00	CHEMICALS	70.771.9225	53168		644 00065
G & K SERVICES OCTOBER 2013	288.09	UNIFORMS	70.771.9200	10/31/2013		644 00169
ILLINOIS DEPT. OF AGRICU ANNUAL FEE	20.00	DUES SUBSCRIPT. MEMBERSH	70.771.9140	11/06/13		644 00079
J.W.TURF, INC PART	64.64	REPAIR/MAINT-TURF EQUIPM	70.771.9425	785889		644 00066
LEIBOLD IRRIGATION, INC. REPAIR IRRIGATION	1,043.31	REPAIR/MAINT IRRIGATION	70.771.9434	0005040-IN		644 00067
MENARDS SUPPLIES	37.45	PURCHASE-GENERAL TOOLS/E	70.771.9550	29355		644 00068
MOTION INDUSTRIES, INC PARTS	43.98	REPAIR/MAINT-TURF EQUIPM	70.771.9425	IL09-378974		644 00069
SAFETY-KLEEN CORP SERVICE	238.64	REPAIR/MAINT-TURF EQUIPM	70.771.9425	62194250		644 00070
TORO NSN DECEMBER 2013	134.00	EQUIPMENT LEASE PAYMENTS	70.771.9838	11/01/2013		644 00176
ULINE LAWN EQUIPMENT PARTS	164.90	PURCHASE-GENERAL TOOLS/E	70.771.9550	10/31/2013		644 00071
	4,116.01	.....				

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GENERAL & ADMINISTRATIVE	.....					
A BETTER DOOR & WINDOW C REPAIR GGC	301.62	REPAIR/MAINT BUILDINGS	70.773.9430	18304		644 00138
A T & T MOBILITY 2871018307741	144.68	TELEPHONE	70.773.9120	11032013		644 00051
CURRENT TECHNOLOGIES GGC EQUIPMENT	13,739.48	COMPUTER-PROGRAMS & EQUI	70.773.9634	4091		644 00127
DIRECTV OCTOBER 2013	306.98	UTILITIES	70.773.9180	21697065941		644 00142
ECOLAB RENTAL FEE	167.15	EQUIPMENT RENTAL	70.773.9433	3362597		644 00143
J & M GOLF EQUIPMENT	124.12	COGS-GOLF MERCHANDISE	70.773.9701	0441189-IN		644 00207
J & S PUBLISHING NOVEMBER 2013	425.00	PRINTING AND ADVERTISING	70.773.9109	2415		644 00145
MENARDS SUPPLIES	80.71	REPAIR/MAINT BUILDINGS	70.773.9430	29535		644 00146
SUPPLIES	32.33	REPAIR/MAINT BUILDINGS	70.773.9430	29670		644 00147
SUPPLIES	113.04	*VENDOR TOTAL				
ORKIN EXTERMINATING SERVICE 11/06/13	90.20	REPAIR/MAINT BUILDINGS	70.773.9430	88961462		644 00148
	15,412.27	.....				

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
FOOD AND BEVERAGE	.....					
COZZINI BROS., INC.						
KNIFE SERVICE	18.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	C58143		644 00140
KNIFE SERVICE	18.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	C610390		644 00139
	36.00	*VENDOR TOTAL				
DENORMANDIE						
OCTOBER 2013	597.98	LINEN SERVICE	70.775.9704	10/31/13		644 00141
GORDON FOOD SERVICE, INC						
DELIVERY 11/07/13	127.00	COGS-NON-ALCOHOLIC BEV	70.775.9737	154023211		644 00153
DELIVERY 11/07/13	911.99	COGS-FOOD	70.775.9736	154023211		644 00154
DELIVERY 11/08/13	228.00	COGS-FOOD	70.775.9736	154062401		644 00159
DELIVERY 11/11/13	1,477.22	COGS-FOOD	70.775.9736	154078543		644 00160
DELIVERY 11/04/13	44.90	COGS-FOOD	70.775.9736	706143538		644 00155
DELIVERY 11/05/13	251.30	COGS-FOOD	70.775.9736	766143579		644 00156
DELIVERY 11/07/13	70.67	COGS-FOOD	70.775.9736	766143706		644 00157
DELIVERY 11/09/13	104.71	COGS-FOOD	70.775.9736	767085006		644 00158
	3,215.79	*VENDOR TOTAL				
HAYES BEER DISTRIBUTING						
DELIVERY 11/12/13	189.66	COGS-ALCOHOLIC BEVERAGE	70.775.9738	354462		644 00144
PARTY LINENS						
EVENT 10/25/13	79.93	LINEN SERVICE	70.775.9704	01-310676-03		644 00149
TURBODRAUGHT, LLC						
SERVICE 11/05/13	72.00	COGS-ALCOHOLIC BEVERAGE	70.775.9738	6652		644 00150
Z BAKING COMPANY						
DELIVERY 11/08/13	31.05	COGS-FOOD	70.775.9736	100921		644 00152
DELIVERY 11/05/13	33.84	COGS-FOOD	70.775.9736	99753		644 00151
	64.89	*VENDOR TOTAL				
	4,256.25	.....				
GLENWOODIE GOLF COURSE	24,784.53	*****				

ACS FINANCIAL  
11/14/2013 09:19:20

Schedule of Bills (Fund/Dept)  
BY FUND AND DEPARTMENT

VILLAGE OF GLENWOOD  
GL540R-V07.20 PAGE 30

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	374,406.76					

RECORDS PRINTED - 000210

ACS FINANCIAL  
11/14/2013 09:19:20

Schedule of Bills (Fund/Dept)

VILLAGE OF GLENWOOD  
GL060S-V07.20 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	167,003.39
03	MOTOR FUEL TAX FUND	56,681.00
10	SEWER & WATER FUND	78,116.89
40	2010 PROJECT FUND BAB	2,436.00
60	TIF-INDUSTRIAL PARK	300.00
62	TIF-MAIN STREET	29,765.00
63	TIF HOLBROOK ROAD	12,539.95
65	TIF INDUSTRIAL NORTH	2,780.00
70	GLENWOODIE GOLF COURSE	24,784.53
TOTAL ALL FUNDS		374,406.76

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BABS	2010 PROJECT FUND BABS	2,436.00
BLUE	CORPORATE	167,003.39
GREN	SEWER AND WATER	78,116.89
HOLB	TIF HOLBROOK ROAD	12,539.95
INDN	TIF INDUSTRIAL NORTH	2,780.00
LTBL	MOTOR FUEL TAX	56,681.00
MAIN	TIF-MAIN STREET	29,765.00
RED	GLENWOODIE GOLF COURSE	24,784.53
TIF	TAX INCREMENT FINANCE FUND	300.00
TOTAL ALL BANKS		374,406.76

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE ..... APPROVED BY .....

**CHARTER ONE CREDIT CARD**

**Brd Mtg 11/19 pymt due 11/08/13**

Kerry Durkin

\$0.00

Donna Gayden

\$39.00 01.100.9182 travel lodge & meals  
-\$625.00 01.100.9181 credit  
\$74.98 01.100.9181 travel lodge & meals  
\$73.76 01.100.9182 travel lodge & meals  
-\$437.26

Demitrous Cook

\$558.48 01.500.9182 travel lodge & meals  
\$750.00 01.100.1940 conference dinner  
-\$20.00 credit  
\$561.40 01.500.9182 travel lodge & meals  
\$899.97 01.500.9634 equipment  
\$8.61 01.500.9111 supplies  
\$85.30 01.500.9425 supplies  
\$150.00 01.500.9181 training  
\$36.70 01.500.9182 travel lodge & meals

\$3,030.46

Patrick McAneny

\$214.99 40.440.9902 equipment  
\$80.87 40.440.9907 equipment  
\$48.50 10.110.9182 travel lodge & meals  
\$150.00 01.300.9181 training  
\$150.00 01.300.9181 training

\$644.36

Kevin Welsh  
\$71.80 01.600.9634 website  
\$53.57 01.600.9634 computer equipment  
\$395.00 01.600.9432 equipment  
\$520.37

Eric Swanson  
\$125.00 70.771.9140 membership  
\$125.00

Linda Brunette  
\$72.05 01.100.9182 travel lodge & meals  
\$269.94 70.773.9838 lease agreement  
\$341.99

Tim Donohoe  
\$82.99 70.773.9430 supplies  
\$25.00 70.773.9182 travel lodge & meals  
\$30.94 70.773.9182 travel lodge & meals  
\$40.00 70.771.9140 monthly lease  
\$69.47 70.775.9736 food supplies  
\$42.00 70.773.9182 travel lodge & meals  
\$25.01 70.773.9182 travel lodge & meals  
\$26.04 70.773.9182 travel lodge & meals  
\$12.99 70.775.9140 monthly lease  
\$25.02 70.773.9182 travel lodge & meals  
\$379.46

Donald Stone  
\$30.04 01.500.9210 fuel

\$4,634.42

**Schedule of Bills Recap  
Board Meeting 11/19/13**

Fund	Disbursements
Corporate	\$ 170,519.05
Motor Fuel Tax Fund	\$ 56,681.00
Sewer and Water Fund	\$ 78,165.39
2010 Project Fund Bab	2,731.86
TIF - Industrial Park	300.00
TIF - Main Street	29,765.00
TIF - Holbrook Road	12,539.95
TIF - Industrial North	2,780.00
Glenwoodie Golf Course	\$ 25,558.93
<b>Total All Funds</b>	<b>\$ 379,041.18</b>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 11-19-13

APPROVED BY :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2400  
708.753.2406 Fax



MAYOR  
Kerry Durkin

CLERK  
Ernestine T. Dobbins

TREASURER  
Toleda Hart

TRUSTEES  
Terrence A. Campbell  
Ronald Gardiner  
Carmen Hopkins  
Richard Nielsen  
Anthony Plott  
Paul Styles, Jr.

November 12, 2013

The Honorable Kerry Durkin  
Board of Trustees  
Village of Glenwood  
One Asselborn Way  
Glenwood, Illinois 60425

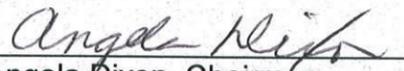
Re: Morrison Container Handling Solutions (435 W. 194<sup>th</sup> Street):

Dear Mayor Durkin and Trustees:

The Economic Development Committee held a meeting on Tuesday, November 12, 2013, and by a vote of 5 ayes, 0 nays, 3 absent, their recommendation is as follows:

The Economic Development Committee recommended to the Board of Trustees a Redevelopment Agreement between the Village of Glenwood and Morrison Container Handling Solutions (435 W. 194th Street). The Agreement, if approved by the Board of Trustees, will grant Morrison Container Handling Solutions the removal of asbestos in the floor tile mastic, not to exceed a total cost of \$20,000 of TIF eligible expenses.

Sincerely,

  
Angela Dixon, Chairman  
Economic Development

## TRUSTEE COMMITTEE ASSIGNMENTS

### Finance

Trustee Carmen Hopkins  
Trustee Paul Styles  
Leon Moore  
Treasurer Toleda Hart  
Linda Brunette, Finance Director  
Donna Gayden, Village Administrator

### Fire

Trustee Ronald Gardiner  
Trustee Tony Plott  
Kevin Welsh, Fire Chief  
William Palm, Deputy Fire Chief  
Clerk Ernestine Dobbins

### Glenwoodie

Trustee Terry Campbell  
Trustee Tony Plott  
Trustee Carmen Hopkins  
Michael Clark  
John Ball  
Tim Donohoe, Golf Course Manager  
Eric Swanson, Golf Course Maintenance Supervisor  
Phillip Robbins, Golf Pro

### Police

Trustee Richard Nielsen  
Trustee Terry Campbell  
Demitrous Cook, Police Chief  
Derek Peddycord, Deputy Police Chief  
Clerk Ernestine Dobbins

### Public Works

Trustee Paul Styles  
Trustee Ronald Gardiner  
Trustee Richard Nielsen  
Keith Reichard  
Nalco Representative  
Patrick McAneney, Public Works Director  
Michael Murray, Public Works Foreman

\*Public meetings of the **Finance Committee, Golf Committee and Public Works Committee** must be posted

\*Each Committee must elect a chairman

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 2013 - \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 10-37 OF THE VILLAGE'S CODE OF  
ORDINANCES TO INCREASE THE NUMBER OF ALLOWABLE CLASS E LIQUOR  
LICENSES FROM 4 to 5**

ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 19th DAY OF NOVEMBER, 2013

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Glenwood, Cook  
County, Illinois this 19th day  
of November, 2013.

ORDINANCE NO. 2013 - \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 10-37 OF THE VILLAGE'S CODE OF ORDINANCES TO INCREASE THE NUMBER OF ALLOWABLE CLASS E LIQUOR LICENSES FROM 4 to 5**

WHEREAS, the Board of Trustees of the Village of Glenwood has determined that it is in the Village's best interest to amend Section 10-37 of the Village's Code of Ordinances to increase the number of allowable Class E liquor licenses from 4 to 5; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, pursuant to their home rule powers as follows:

**SECTION 1: Amendment to increase the number of Class E liquor licenses.**

Section 10-37 of the Village of Glenwood's Code of Ordinances shall herein be amended to allow five (5) Class E liquor licenses in the Village of Glenwood.

**SECTION 2: Repeal of conflicting Ordinances.**

The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent there may be any conflict. All existing ordinances of the Village which directly conflict with the terms of this Ordinance are herein repealed.

**SECTION 3: Effective date.**

This Ordinance shall be effective after its passage, approval and publication as required by law.

PASSED by role call vote this 19th day of November, 2013.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 19th day of November, 2013.

\_\_\_\_\_  
Kerry Durkin, Village President

ATTEST:

\_\_\_\_\_  
Ernestine Dobbins, Village Clerk

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK            )

**CERTIFICATION**

I, Ernestine Dobbins, certify that I am the duly elected and acting municipal clerk of the Village of Glenwood, Cook County, Illinois.

I further certify that on November 19, 2013, the Corporate Authorities of the Village of Glenwood passed and approved Ordinance No. \_\_\_\_\_, entitled,

**AN ORDINANCE AMENDING SECTION 10-37 OF THE VILLAGE'S CODE OF ORDINANCES TO INCREASE THE NUMBER OF ALLOWABLE CLASS E LIQUOR LICENSES FROM 4 to 5**

which provides by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2013 - \_\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on November 5, 2013, and continuing for at least 10 days thereafter. Copies of such ordinance were also available for public inspection upon request at the Village Hall. A true and correct copy of Ordinance No. 2013 - \_\_\_\_\_ is attached to this certification.

Dated at Glenwood, Illinois, this 29<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
Ernestine Dobbins,  
Municipal Clerk



**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 2013 - \_\_\_\_\_**

**AN ORDINANCE DOCUMENTING THE EXISTENCE  
OF A NON-CONFORMING STRUCTURE AND  
APPROVING A PERMITTED ACCESSORY STRUCTURE**

ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 19TH DAY OF NOVEMBER, 2013

ORDINANCE NO. 2013 - \_\_\_\_\_

**AN ORDINANCE DOCUMENTING THE EXISTENCE  
OF A NON-CONFORMING STRUCTURE AND  
APPROVING A PERMITTED ACCESSORY STRUCTURE**

WHEREAS, the Village has been negotiating with the Tuffli Family Foundation for the redevelopment of the property previously known as the Argo Gymnastics & Paintball Building which has a common address of 537 W. 195<sup>th</sup> St., Glenwood, Illinois and is described by PIN numbers 32-09-102-004-0000 and 32-09-102-005-0000 ("Property");

WHEREAS, in order to accomplish the redevelopment of the Property, the Village has previously taken action to approve: (1) a contract acquiring the Property; (2) contracts for certain improvements to the Property consisting of demolition work, fire sprinkler work, metal wall cladding & dryvit system work, roofing work and parking lot paving work which are contingent upon the Village's acquisition of the Property; and (3) a contract to sell the improved building to the Tuffli Family Foundation;

WHEREAS, the due diligence review performed by the Tuffli Family Foundation has identified that there is a 6 inch encroachment of one corner of the building on the Property over the 30 foot set-back line along the Glenwood-Chicago Heights Road frontage for the Property and an encroachment of the eave at the same building corner over the 30 foot set-back line along the Glenwood-Chicago Heights Road frontage for the Property;

WHEREAS, since the Village has determined that the buildings on the Property predated the passage of the Village's current zoning ordinance on May 17, 1977, the 6 inch encroachment at one corner of the building along the Glenwood-Chicago Heights Road frontage for the

Property is a non-conforming structure that may remain under the provisions of Article XII of the Village's Zoning Ordinance titled Non-conforming Structures and Uses;

WHEREAS, since the encroachment of the eave of the building on the Property over the 30 foot set-back line along the Glenwood-Chicago Heights Road frontage is not greater than 4 feet, the eave and any gutter that may be attached to it is a permitted accessory structure that is allowed to encroach over the 30 foot set-back line along the Glenwood-Chicago Heights Road frontage pursuant to Section 4.05(D) of the Village's Zoning Code;

WHEREAS, in order to promote the purchase of the Property by the Tuffli Family Foundation and its occupancy by its tenant, Baker Pump, the Village's corporate authorities find and determine that it is in the best interests of the welfare of the Village to document and recognize that: (1) the encroachment of the building as described above is a permissible non-conforming use under Article XII of the Village's Zoning Code; and (2) the encroachment of the eave and any gutter at the same corner of the building is a permitted accessory structure that is allowed to encroach over the 30 foot set-back line along the Glenwood-Chicago Heights Road frontage pursuant to Section 4.05(D) of the Village's Zoning Code; and

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Glenwood pursuant to its Home Rule powers as follows:

**Section 1. Recitals.**

The foregoing recitals are true, a material part of this Ordinance, and are incorporated herein as if they were fully set forth in this section.

**Section 2. Recognition of Non-conforming Structure.**

The Village of Glenwood herein finds and determines that 6 inch encroachment of one corner of the existing building on the Property over the 30 foot set-back line along the

Glenwood-Chicago Heights Road frontage for the Property is a non-conforming structure that may remain under the provisions of Article XII of the Village's Zoning Ordinance because it predates the passage of the Village's current zoning ordinance..

**Section 3. Recognition of a Permitted Accessory Structure.**

The Village of Glenwood herein finds and determines that the encroachment of the eave and any gutter at one corner of the existing building on the Property over the 30 foot set-back line along the Glenwood-Chicago Heights Road frontage for the Property is a permitted accessory structure that is allowed to encroach over the 30 foot set-back line along the Glenwood-Chicago Heights Road frontage pursuant to Section 4.05(D) of the Village's Zoning Code.

**Section 4. Home Rule.**

This Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether this Ordinance should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**Section 5. Effective Date.**

This Ordinance shall be in full force and effect immediately from and after its passage and approval and shall subsequently be published in pamphlet form.

PASSED by roll call vote this 19th day of November 2013.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 19th day of November 2013.

\_\_\_\_\_  
Kerry Durkin, Village President

ATTEST:

\_\_\_\_\_  
Ernestine Dobbins, Village Clerk

---

**AMENDED REDEVELOPMENT AGREEMENT**

**Between**

**VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS**

**And**

**LANDAUER, INC.**

**Dated as of November 19, 2013**

---

## AMENDED REDEVELOPMENT AGREEMENT

This Amended Redevelopment Agreement (the "Agreement") is made and entered into as of the 19th day of November, 2013 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and **LANDAUER, INC.**, ("Landauer" or "Developer"), a Delaware Corporation located at 1, 2 & 3 Science Road, Glenwood, IL. (The Village and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

### RECITALS

A. The Village has, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act") the authority to approve redevelopment plans and projects for areas within its jurisdiction designated by the Village as blighted or conservation areas pursuant to the Act.

B. The Village has, in accordance with the Act, by Ordinances nos. 1991-14, 1991-15, and 1991-16, adopted a Redevelopment Plan and Project and designated the Redevelopment Project Area known as the Glenwood Industrial Park Redevelopment Project Area. These Ordinances were subsequently amended by: (1) Ordinances 1991-24, 1991-25 and 1991-26 (the "First Amendment"); (2) Ordinances 1992-3, 1992-4 and 1992-5 (the "Second Amendment"); (3) Ordinances 2011-25, 2011-26 and 2011-27 which removed certain property from the Glenwood Industrial Park Redevelopment Project Area (the "Third Amendment"); and Ordinances 2012-18, 2012-19, and 2012-20 which adopted a new budget and extended the term of the Glenwood Industrial Park Redevelopment Project Area by an additional 12 years to December 31, 2027, which is the December 31<sup>st</sup> of the year in which the payment of property tax increment funds will be made to the Village with respect to *ad valorem* taxes levied in the 35<sup>th</sup> calendar year (2026) after the year in which the Industrial Park Redevelopment Project Area was initially adopted (1991) (the "Fourth Amendment").

C. The Village has adopted tax increment financing for the Industrial Park Redevelopment Project Area, as amended. The "Subject Property" as used in this Agreement is the property identified by PINs#: 32-04-301-001-0000, 32-04-301-002-0000 and 32-04-301-003-0000 and is further commonly known as 1, 2 and 3 Science Road, Glenwood, Illinois. The Subject Property is owned by Landauer and is used for its business operations. The Subject Property is located in the Industrial Park Redevelopment Project Area.

D. The corporate authorities of the Village, after due and careful consideration, have concluded that the renovation/remodeling of the existing structure located within the Subject Property will further the growth of the Village, facilitate the redevelopment of the Industrial Park Redevelopment Project; improve the environment of the Village; increase the assessed valuation of real estate situated within the Village; increase the economic activity within the Village; provide and/or maintain jobs within the Village; and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

E. The Developer desires to rehabilitate and remodel the existing buildings on the Subject Property.

F. The rehabilitation and remodeling of the Subject Property would not occur but for the incentives provided for in this agreement which the Village deems to be reasonable and necessary for the development contemplated by this Agreement.

G. No shareholder, officer, director or employee of the Developer is an elected official, officer or employee of the Village.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**ARTICLE I**  
**RECITALS PART OF AGREEMENT**

1.1 **Incorporation of Recitals.** The recitations set forth in the foregoing recitals are true, material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

**ARTICLE II**  
**MUTUAL ASSISTANCE**

2.0 **Cooperation.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Further, the Village agrees that it will not enact any ordinances or resolutions removing the Subject Property from the Industrial Park Redevelopment Project Area without the prior written consent of the Developer.

2.1 The Developer represents and warrants that it is authorized to do business in Illinois and that it is in good standing.

**ARTICLE III**  
**REQUIRED APPROVALS**

3.1 **Plan Approval.** The Developer shall submit to the Village a complete permit application, with all required documentation including engineering, development and other required plans (the "Plans") for the Redevelopment Project to be constructed by the Developer. The Village shall review said application in accordance with all applicable ordinances, codes and regulations, and shall approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

3.2 **Redevelopment Project.** In order to further the development of the Industrial Park Redevelopment Project Area, the Developer desires to rehabilitate and renovate the existing buildings on the Subject Property as described in Exhibit A and continue to utilize the Subject Property for its business operations. The Developer's renovation of the Subject Property as described in Exhibit A and the continued use of the Subject Property for its business purposes shall herein be referred to as the Redevelopment Project.

3.3 **Construction Approval.** Prior to commencing any work on the Redevelopment Project, the Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes. The Developer shall expeditiously construct or cause to be constructed the Redevelopment Project in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to Illinois Prevailing Wage requirements. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's prior consent.

3.4 **Indemnification.** The Developer covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses resulting from the construction and development activities of the Developer, its agents, contractors and subcontractors with respect to the Redevelopment Project and to defend, indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless from and against such claims, damages, demands, expenses, liabilities and losses, including, but not limited to, any claims against the Village for the Developer's failure to comply with the Illinois Prevailing Wage Act.

**ARTICLE IV**  
**REDEVELOPMENT AND USE OF THE PROPERTY AND**  
**CONSTRUCTION OF THE REDEVELOPMENT PROJECT**

4.1 **The Redevelopment Project.** The Parties agree that the Subject Property shall be developed substantially in accordance with the objectives of the Redevelopment Project as set forth in Exhibit A as modified or revised from time to time as mutually agreed to by the Parties and as required by law. The Developer shall be required to obtain and maintain all necessary site plan and other Village reviews and approvals that are a prerequisite to construction, including but not limited to approvals from any other agency having jurisdiction of the Subject Property. Until such requirements have been satisfied, the Developer shall have no right to proceed with site preparation or construction.

4.2 **Construction of Redevelopment Project.** The Developer shall commence construction of the Redevelopment Project promptly after approval by the Village of Developer's Plans. The Developer agrees to cause construction of the Redevelopment Project to proceed in a timely manner and substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time pursuant to the agreement of the Parties. The Developer shall undertake or cause to be undertaken the Redevelopment Project in accordance with the Plans to be filed with, and approved by, the Village, and any other appropriate governmental or regulatory agency. The completion of construction and the receipt of any final occupancy permit that may be necessary for the Redevelopment Project must be completed on or before December 31, 2014. This Agreement shall not apply to any Redevelopment Project work that is completed after December 31, 2014.

4.3 **No Liens.** No mechanics' or other liens shall be established against the Redevelopment Project, the Subject Property, or any Village funds in connection with the Redevelopment Project for labor or materials furnished in connection with the Redevelopment

Project or any portion of it; provided, however, that the Developer shall not be in default hereunder if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens. In such event the mechanics' or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, Developer shall not be in violation of this Section if Developer posts a bond or a letter of credit in an amount sufficient to cover any liens, and the Developer sends written notice to the Village advising of the type and amount of the security posted for such liens. In no event, however, shall the Developer allow the foreclosure of any mechanics' or other liens. The Developer shall pay in full any and all liens for which it is found liable.

4.4 **Agreement to Pay Taxes.** The Developer agree that it shall pay or cause to be paid all real estate tax bills for the Subject Property promptly on or before the due date of such tax bills.

4.5 **Completion of Redevelopment Project.** The Developer agrees to pay any and all costs and expenses necessary for the timely and lien free completion of the Redevelopment Project, even if said costs and expenses exceed the project budget or any amendments thereto, and to indemnify and hold the Village and its officers, elected and appointed, employees, agents and attorneys harmless from and against any and all loss, damage, cost, expense, injury or liability the Village may suffer or incur in connection with the failure of the Developer to complete the Redevelopment Project, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developer under this Redevelopment Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this Agreement.

4.6 **Village's Right to Monitor and Inspect Redevelopment Project Site.** In addition to any other rights specified in this Agreement with regard to the construction and maintenance of the Redevelopment Project, the Village shall have the right but not the obligation to inspect the Subject Property for the purpose of monitoring the progress of the Redevelopment Project. During such inspections, which may be made with reasonable advance notice and during normal business hours, Village representatives shall be allowed access to the site as necessary for the Village to determine whether the Redevelopment Project is proceeding in a timely manner and in compliance with all applicable laws, codes, ordinances and regulations, subject to limitations required by safety considerations. The rights set forth herein and the Village's exercise of said rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and under applicable Village codes, regulations and ordinances or as a waiver of any further rights of the Village regarding the construction and maintenance of the Redevelopment Project, including the right to require code compliance and issue stop work orders or violation notices.

ARTICLE V  
PAYMENT AND REIMBURSEMENT OF  
REDEVELOPMENT PROJECT COSTS

5.1 **Definitions.**

(a) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the Act (as now or hereafter provided) which are necessary for the completion of the renovation work described in Exhibit A, permanently affixed to and attached to existing buildings on the Subject Property and eligible for payment and reimbursement under the Act. "Eligible Redevelopment Project Costs" means Redevelopment Project Costs that have received a Certificate of Eligibility from the Village.

(b) "Real Estate Tax Increment" means the amount of incremental property tax revenue collected from the Industrial Park Redevelopment Project Area pursuant to the Act that are generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Industrial Park Redevelopment Project Area which is not otherwise pledged to the payment of any particular obligation. **In the event the Real Estate Tax Increment is insufficient to reimburse Developer for any portion of the amount due from the Village, the Village shall reimburse the Developer from other sources.**

5.2 **Incentive, Method of Payment.**

(a) The Parties acknowledge that the development of the Redevelopment Project for the Subject Property as contemplated by this Agreement will be assisted in part by the reimbursement to the Developers of an amount equal to the lesser of either: (1) 100% of the Developers' Certified Eligible Redevelopment Project Costs for the remodeling and renovation of the existing buildings on the Subject Property as described in Exhibit A; or (2) \$500,000.00 (Five Hundred Thousand Dollars).

(b) At no time shall the Developer receive any interest on any amounts owed to it under this Agreement.

(c) All the payments due to the Developer pursuant to this Agreement are made without contingency.

(d) The Developer agrees that all reimbursement payments due under this Agreement shall be made to Landauer, Inc.

(f) The Village and the Developer recognize that the Developer has made a request for assistance related to approximately \$820,000 in additional costs for the renovation/remodeling of various buildings on the Subject Property. In light of the Developer's immediate desire to proceed with the projects covered by this Agreement, the Village has approved this Agreement before fully evaluating and holding the necessary committee reviews on this additional request. The Village shall proceed to further undertake its review process for

the Developer's additional request for assistance and shall further amend or supplement this Agreement to address any further incentives that are agreed upon.

### 5.3 Certification of Redevelopment Project Costs.

The Developer shall apply for the issuance of a Certificate of Eligibility for Redevelopment Project Costs for the remodeling and renovation of the existing building on the Subject Property by submitting to the Village a written request for certification that describes in detail the cost item for which certification is sought (a "Certification Application"). Each Certification Application shall be accompanied by such bills, contracts, canceled checks evidencing payment, lien waivers, engineers and owner certificates or other evidence that the Village shall reasonably require to establish satisfactory completion of the work for which reimbursement is sought, payment of the costs for the work by the Developer, and that the cost constitutes a Redevelopment Project Cost under the provisions of this Agreement and the TIF Act.

The Village shall have the right to inspect any improvements for which a Certification Application has been submitted and to review the records of Developer and its contractors and sub-contractors which contain information reasonably necessary for the Village to evaluate whether a cost for which reimbursement is sought is a Redevelopment Project Cost and whether there has otherwise been compliance with the terms of this Agreement. Developer, to the maximum extent permitted by law and to the maximum extent that it has the authority to do so, shall cause any person having possession of information relating to a Certification Application to furnish the Village with information which the Village reasonably considers appropriate for its determination as to whether or not the Certification Application shall be approved.

If the Village determines that the costs for which reimbursement is requested in a Certification Application are Eligible Redevelopment Project Costs and that there has otherwise been compliance with the provisions of this Agreement, as such provisions pertain to the Certification Application, the Village shall issue a written Certificate of Eligibility for the costs. In the event the Village determines that some, but not all, of the costs described in a Certification Application are Eligible Redevelopment Project Costs, the Village shall, proceed to issue a Certificate of Eligibility for that portion of the costs described in the Certification Application which the Village determines constitute Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to determine constitute Eligible Redevelopment Project Costs. If the Village refuses to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developer shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute an Eligible Redevelopment Project Cost pursuant to the provisions of this Agreement or pursuant to any applicable law, ordinance, rule or regulation.

The Village shall have thirty-five (35) days after submission of the last required item containing information relating to a Certification Application or the submission of the Certification Application, whichever occurs last, to approve or disapprove a Certification

Application and, if the Certification Application is approved, issue a Certificate of Eligibility. If the Certification Application is not approved, the Village shall identify specifically those items that it is not approving and shall issue a Certificate of Eligibility for all other items in the Certification Application.

The issuance of a Certificate of Eligibility by the Village shall not constitute approval of or acceptance of the work for which the cost was incurred that is covered by the Certificate of Eligibility for the purpose of indicating that such work complies with the Village Requirements, including, but not limited to, codes, ordinances and regulations pertaining to the issuance of occupancy permits.

5.4 **Village Accounting.** The Village shall maintain complete books and records showing the Real Estate Tax Increment generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Industrial Park Redevelopment Project Area and the disbursement of such funds; which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities and in accordance with the provisions of the Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The Village shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter, all subject to the requirements of the Act.

5.5 **Village's Right to Inspect Books and Records.** The Developer agrees that, up to four years after completion and approval of the Redevelopment Project, the Village, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Developer's books and records relating to the Redevelopment Project funded by the Village hereunder (including the following, if any: all loan statements, contractor's sworn statements, general contracts, subcontracts, bills, material purchase orders, waivers of lien, paid receipts and invoices, bank statements, cancelled checks) in order to confirm that reimbursement is being made, or was made, for Redevelopment Project Costs or other purposes permitted under the Act.

## ARTICLE VI GENERAL PROVISIONS

### 6.1 Time of Essence.

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

### 6.2 Default.

(a) A Party shall be deemed in default and be in breach of this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or

obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

(c) A default shall also exist upon: (1) the filing or execution or occurrence of a petition filed by either Party seeking any nature of debtor relief, the making of an assignment for the benefit of creditors by either Party, either Party's execution of any instrument for the purpose of effecting composition of the Party's creditors or if either Party files for bankruptcy; or (2) the cessation of either Party conducting business in the normal course or any admission writing of its inability to meet its debts as they become due.

(d) If and when any Default shall occur, and not be cured as set forth in this Agreement, the non-defaulting party may, at its option, in addition to all other rights and remedies given hereunder, or otherwise available by law or equity, including suit for accounting or damages, terminate this Agreement by giving written notice of termination to the other party. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

### **6.3 Amendment.**

This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

### **6.4 Entire Agreement.**

This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties. The prior redevelopment agreement approved by the Village for the Developer shall be null, void, of no further effect and replaced by this Agreement in all respects.

### **6.5 Severability.**

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or

validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

**6.6 Illinois Law.**

This Agreement shall be construed its accordance with the laws of the State of Illinois.

**6.7 Notice.**

Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) four (4) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered man, return receipt requested.

If to the Village:

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

with a copy to:

John F. Donahue  
Rosenthal, Murphey, Coblentz & Donahue  
30 South LaSalle, Suite 1624  
Chicago, IL 60602

If to the Developer:

Landauer, Inc.  
2 Science Road  
Glenwood, Illinois, 60425  
Attn: Lyda Hagen, Global Tax Director & Asst. Sec.

with a copy to:

Sidley Austin LLP  
One South Dearborn Street  
Chicago, IL 60603  
Attn: Larry Barden

**6.8 Assignment.**

Prior to the completion of the Redevelopment Project, the Developer agrees that they shall not sell, assign or otherwise transfer their rights and obligations under this Agreement other than to an entity having common ownership with the Developer.

**6.9 Successors and Assigns.**

The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities) as limited by Section 6.8.

**6.10 Term of Agreement.**

The term of this Agreement shall commence on the date first above written and shall terminate upon the earlier of the following: (1) the date all payments have been made to the developer pursuant to this Agreement; (2) June 30, 2015; (3) the termination of the Industrial Park Redevelopment Project Area; or (4) the proper termination of this Agreement under, or as a result of, any term of this Agreement.

**6.11 Interpretations.**

This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

**6.12 Exhibits.**

All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

**6.13 Independent Contractors.**

The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

**6.14 Rights of Third Parties.**

This Agreement does not create any rights on the part of any person or other entity who is not a Party, or an approved assignee of a Party, to this Agreement.

**6.15 Headings.**

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

**6.16 Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

**6.17 Non-waiver.**

The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Agreement shall not constitute a waiver of the right to insist that the other Party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and to enforce such compliance by an appropriate remedy.

**6.18 Severability.**

If any provision or part of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or part not held invalid or unenforceable. Any provisions or parts of this Agreement not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders this Agreement meaningless or grossly inequitable.

**6.19 Easement.** In further consideration for the benefits of this Agreement, Developer, upon the request of the Village, agrees to grant the Village a utility easement that is an easement in gross, in a form approved by the Village, for the same portion of the Developer's property that is described in the existing easement between the Glenwood School for Boys (Developer's predecessor in interest) and the Northern Illinois Gas Company dated August 4, 1958 and recorded as document number 17285464 in the office of the Cook County Recorder of Deeds.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the dates set forth below.

**VILLAGE OF GLENWOOD**

By: \_\_\_\_\_  
Kerry Durkin, Village President

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



**EXHIBIT A**

**DESCRIPTION OF DEVELOPER'S REDEVELOPMENT PROJECT AND  
DEVELOPER'S ESTIMATED TOTAL PROJECT COSTS**

The Developer's Redevelopment Project is described below:

The rehabilitation and renovation of the building on the Subject Property which work shall include: (1) construction of new walls and workstations; (2) carpet installation; (3) new electrical installation; (4) wall patching, priming and painting; (5) new wiring/communications lines with related wire cabinets; (6) new HVAC work; (7) building 1 roof replacement; (8) asbestos removal; (9) window improvements; (10) kitchen renovations; (11) restroom renovations; and (12) parking lot paving.

Developer's estimated Eligible Redevelopment Project Costs are set forth below:

Walls and workstation construction:	\$ 79,000.00
Flooring:	\$ 57,000.00
Electrical installation:	\$ 6,000.00
Patching, priming and painting:	\$ 7,500.00
Wiring/communication lines with cabinets:	\$ 16,500.00
HVAC:	\$ 37,000.00
Roof replacement:	\$120,000.00
Asbestos removal:	\$ 10,000.00
Window improvements:	\$ 18,500.00
Kitchen renovations:	\$ 15,000.00
Repave Parking lot:	\$ 80,000.00
Restroom renovations:	<u>\$ 15,000.00</u>
<b>Total (estimate):</b>	<b>\$461,500.00</b>

The Developer's estimates of eligible Redevelopment Project Costs are not binding upon the Village. The Village shall make its determination of whether a particular expense is an eligible Redevelopment Project Cost under the terms of this Agreement and the Tax Increment Allocation Redevelopment Act ("Act") upon receipt of the Developer's application to certify a cost as an eligible Redevelopment Project Cost and any additional information that may be required.

No Certificate of Eligibility shall be issued for any expense which is not a Redevelopment Project Cost for purposes of the Act and which does not otherwise constitute a cost which the Village is authorized to pay pursuant to the Act or this Agreement. Developer shall only be entitled to be reimbursed pursuant to this Agreement for costs which constitute a Redevelopment Project Cost as defined in Section 11-74.4-3(q) of the Act.





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Since 1947

**Marks & Company**

311 S. Halsted Street, Chicago Heights, IL 60411  
708-755-5270 FAX 708-755-0026  
Email: marksins@ameritech.net

**Village of Glenwood**

**Premium Summary - 2009 to Present**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	(Current) <u>2012-2013</u>
Package Policy:	\$250,027	\$236,795	\$279,883	\$359,079
Workers Compensation:	\$495,590	\$313,076	\$277,464	\$209,597
<b>Total:</b>	<b>\$745,617</b>	<b>\$549,871</b>	<b>\$557,347</b>	<b>\$568,676</b>

**Renewal Quotes - 2013 - 2014**

ICRMT Package:	\$416,680
ICRMT Workers Comp:	\$223,797
<b>Total:</b>	<b>\$640,477</b>

IPMG Workers Comp: \* \$12,750 (For 12/1/13 - 1/1/14)  
 \* \$150,000 (For 1/1/13 - 1/1/14)

\*Indication only - Policies are issued on calendar year basis.

<b>Indicate Quotes Accepted:</b>	
ICRMT: Package <u>and</u> Workers Comp. _____	
IPRF: Workers Comp. only _____	
By _____	Title _____
Date _____	

**ENGINEERING AGREEMENT  
BETWEEN VILLAGE OF GLENWOOD, IL AND ROBINSON ENGINEERING, LTD.  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT, effective as of the date shown in Article 9 – SIGNATURES (“Effective Date”), between the Village of Glenwood, IL (“Owner”) and Robinson Engineering, Ltd. (“Engineer”). The Owner intends construct infrastructure improvements on the former NiCor parcel in conjunction with the Economic Development Administration's Investment Number 06-01-05829 (“Project”).

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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*1.01 Scope*

A. Engineer shall provide, or caused to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

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*2.01 General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, program, instructions, reports, data and information in performing or furnishing services under this Agreement.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

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*3.01 Commencement*

A. Engineer is authorized to begin rendering services as of the effective date of this Agreement.

*3.02 Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A., and are hereby agreed to be reasonable.

B. If, through no fault of Engineers, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure

**ARTICLE 4 – INVOICES AND PAYMENTS**

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*4.01 Invoices*

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due payable within 30 days after receipt.

*4.02 Payments*

A. Application to Interest and Principal. Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineers invoice, then;

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice the Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related chargers. Owner wives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

#### ARTICLE 5 – OPINIONS OF COST

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##### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

##### 5.03 *Opinions of Total Project Costs*

The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

#### ARTICLE 6 – GENERAL CONSIDERATIONS

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##### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  1. Engineer and Owner shall comply with applicable Laws and regulations.
  2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement provided to Engineer in writing Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Deleted.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in the Special Provisions (if any).
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance with limits of liability as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
 

a.	Workers' Compensation:	Statutory
b.	Employer's Liability -- Each Accident:	\$ 1,000,000
c.	General Liability --	
1)	Each Occurrence (Bodily Injury and Property Damage):	\$ 1,000,000
2)	General Aggregate:	\$ 2,000,000
d.	Excess or Umbrella Liability --	
1)	Each Occurrence:	\$ 3,000,000
2)	General Aggregate:	\$ 3,000,000

- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): Each Accident \$ 1,000,000
- f. Professional Liability --
  - 1) Each Claim Made \$ 2,000,000
  - 2) Annual Aggregate \$ 2,000,000

B. Owner shall procure and maintain insurance as set forth in below. Owner shall cause Engineer and its Consultants to be listed as additional insured's on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.

- a. Workers' Compensation: Statutory
- b. Employer's Liability -- Each Accident: \$ 1,000,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
  - 2) General Aggregate: \$ 2,000,000
- d. Excess or Umbrella Liability --
  - 1) Each Occurrence: \$ 3,000,000
  - 2) General Aggregate: \$ 3,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): Each Accident \$ 1,000,000

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in above. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in above. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and this Agreement will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension:

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. By Engineer:
    - 1. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2. upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
    - 3. Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience,
  - a. By Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures stated below or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures as follows:  
*Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by JAMS ENDISPUTE (222 S. Riverside Plaza, Suite 1850, Chicago IL 60606). Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction of the state in which the Project is located.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as

appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions by the following:
  - 1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Section 6.04 of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).
  - 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 - DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
  - 1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  - 2. Agreement – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 3. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  - 4. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  - 5. Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.
  - 6. Construction Cost – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  - 7. Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  - 8. Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors. Contract Documents – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
  - 10. Contractor – The entity or individual with which Owner has entered into a Construction Contract.
  - 11. Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
  - 12. Drawings – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
  - 13. Effective Date – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
  - 14. Engineer – The individual or entity named as such in this Agreement.
  - 15. Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
  - 16. Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
  - 17. Owner – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

18. PCBs – Polychlorinated biphenyls.
19. Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. Record Drawings – drawings depicting the completed project, prepared by engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. Reimbursable Expenses – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. Resident Project Representative – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit A.
25. Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. Site – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. Subcontractor – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. Supplier – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

**ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

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**8.01 Exhibits Included:**

- A Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.  
Special Provisions (if any)

**8.02 Total Agreement**

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented,

**8.03 Designated Representatives:**

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

**8.04 Engineer's Certifications:**

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**ARTICLE 9 - SIGNATURES**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is the later of the "Date Signed" by the parties below:

**OWNER – VILLAGE OF GLENWOOD, IL**

**ROBINSON ENGINEERING, LTD.**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

## Exhibit A -Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

### PART 1 – BASIC SERVICES

#### A1.01 Study and Report Phase

- A. Engineer shall:
1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
  2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
  3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer.
  4. Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

#### A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
  5. Perform or provide the additional Preliminary Design Phase tasks or deliverable (if any) as identified in the Special Provisions.
  6. Furnish three (3) review copies of the Preliminary Design Phase documents and any other deliverables to Owner within a reasonable amount of time from date of authorization to proceed with this phase, and review them with Owner. Within a reasonable period of time from date of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
  7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within a reasonable period of time after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

#### A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
  3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
  4. Perform or provide the additional Final Design Phase tasks or deliverables (if any) as identified in Special Provisions.
  5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within a reasonable period of time from date of receipt, Owner shall submit

to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.

6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within a reasonable period of time days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

*A1.04 Bidding or Negotiating Phase*

A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables (if any) as identified in Special Provisions.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

*A1.05 Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set out below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below:
  - a. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. The RPR may also provide other field staff to assist in the administration of the RPR duties.
  - b. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
4. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. Defective Work: Recommend to Owner that Contractor's Work be rejected if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  9. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
  10. Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
  11. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
  12. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
  13. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
  14. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
  15. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
    - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and

review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

17. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].

19. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. If required by Owner, accompanying the recommendation for final payment, Engineer shall also provide notice on suitable form that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

C. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A1.06 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
3. Perform or provide the following additional Post-Construction Phase tasks or deliverables (if any) as identified in Special Provisions).

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

*A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use.
  7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
  8. Furnishing services of Consultants for other than Basic Services.
  9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
  11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
  12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
  13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
  14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
  16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
  17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
  18. Preparation of operation and maintenance manuals.
  19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
  20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
  21. Assistance in connection with the adjusting of Project equipment and systems.
  22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
  23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
  24. Overtime work requiring higher than regular rates.
  25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
  26. Updating Owner's atlases with Project information where atlas access is available to Engineer.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

## Exhibit B - Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

*B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services (if any) as identified in the Special Provisions.

## Exhibit C - Payments to Engineer for Services

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### ARTICLE 2 – OWNER'S RESPONSIBILITIES

- C2.01 Compensation For Basic Services (other than Resident Project Representative) [Engineering] – Standard Hourly Rates Method of Payment
- A. *Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:*
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
  2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.
  3. The total compensation for services under Paragraph C2.01 **shall not exceed One Hundred and Sixty Thousand Dollars and No Cents (\$160,000)**.
  4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
  5. The total estimated compensation for Engineer's services included in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
  6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
  7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of 1<sup>st</sup> of April each calendar year) to reflect equitable changes in the compensation payable to Engineer.
- C2.02 Compensation For Reimbursable Expenses
- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.
- C2.03 Other Provisions Concerning Payment
- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

- C2.04 Compensation for Resident Project Representative Basic Services [Project Inspection] – Standard Hourly Rates Method of Payment
- A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:
1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph shall not exceed One Hundred and Fifty Two Thousand Dollars and No Cents (\$152,000). This is based upon full-time RPR services on an eight-hour workday, Monday through Friday, over the construction schedule.
- B. Compensation for Reimbursable Expenses:
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1<sup>st</sup> of each calendar year) to reflect equitable changes in the compensation payable to Engineer.
- C. Other Provisions Concerning Payment Under this Paragraph C2.04:
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
  2. Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- D. Estimated Compensation Amounts:
1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
  3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
- C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment
- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. Compensation For Reimbursable Expenses:
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to

those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1<sup>st</sup> of each calendar year) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
2. Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**Standard Hourly Rates Schedule**

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- A. *Standard Hourly Rates:*
1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
  2. The Standard Hourly Rates will be adjusted annually (as of April 1st of each calendar year) to reflect equitable changes in the compensation payable to Engineer.
  3. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*  
Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer 2	\$190.00
Principal Engineer 1	180.00
Senior Project Manager 2	165.00
Senior Project Manager 1	150.00
Senior Engineer 2	145.00
Senior Engineer 1	135.00
Project Engineer 3	115.00
Project Engineer 2	105.00
Project Engineer 1	95.00
Project Manager 2	115.00
Project Manager 1	105.00
Engineering Technologist 3	100.00
Engineering Technologist 2	90.00
Engineering Technologist 1	80.00
Engineering Technician 2	95.00
Engineering Technician 1	85.00
Chief Land Surveyor	140.00
Land Surveyor 3	120.00
Land Surveyor 2	110.00
Land Surveyor 1	95.00
Surveying Technologist 2	95.00
Surveying Technologist 1	85.00
Grant Writer 2	90.00
Grant Writer 1	75.00
Project Developer 3	135.00
Project Developer 2	115.00
Project Developer 1	85.00
GIS Coordinator	130.00
GIS Developer	105.00
GIS Technologist	85.00
CAD Manager	115.00
CAD Designer	105.00
CAD Technologist 2	90.00
CAD Technologist 1	80.00
Resident Engineer 3	125.00
Resident Engineer 2	115.00
Resident Engineer 1	100.00
Resident Engineering Representative 3	110.00
Resident Engineering Representative 2	105.00
Resident Engineering Representative 1	100.00
Field Superintendent	130.00
Assistant Field Supt.	120.00
Field Crew Chief	95.00
Field Crew Member 2	75.00
Field Crew Member 1	60.00
IT Coordinator	115.00
IT Technologist	85.00
Administrative 2	70.00
Administrative 1	60.00
Project Administration	85.00
Planner	105.00
Reimbursable Expenses – at expense times of a factor of 1.0	

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

## Exhibit B - Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

*B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services (if any) as identified in the Special Provisions.

## Exhibit C - Payments to Engineer for Services

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### ARTICLE 2 – OWNER'S RESPONSIBILITIES

- C2.01 Compensation For Basic Services (other than Resident Project Representative) [Engineering] – Standard Hourly Rates Method of Payment
- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
  2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.
  3. The total compensation for services under Paragraph C2.01 shall not exceed **One Hundred and Sixty Thousand Dollars and No Cents (\$160,000)**.
  4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
  5. The total estimated compensation for Engineer's services included in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
  6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
  7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of 1<sup>st</sup> of April each calendar year) to reflect equitable changes in the compensation payable to Engineer.
- C2.02 Compensation For Reimbursable Expenses
- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.
- C2.03 Other Provisions Concerning Payment
- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

- C2.04 Compensation for Resident Project Representative Basic Services [Project Inspection] – Standard Hourly Rates Method of Payment
- A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:
1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph shall not exceed One Hundred and Fifty Two Thousand Dollars and No Cents (\$152,000). This is based upon full-time RPR services on an eight-hour workday, Monday through Friday, over the construction schedule.
- B. Compensation for Reimbursable Expenses:
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1<sup>st</sup> of each calendar year) to reflect equitable changes in the compensation payable to Engineer.
- C. Other Provisions Concerning Payment Under this Paragraph C2.04:
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
  2. Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- D. Estimated Compensation Amounts:
1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
  3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
- C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment
- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed or shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. Compensation For Reimbursable Expenses:
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to

those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1<sup>st</sup> of each calendar year) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
2. Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**Standard Hourly Rates Schedule**

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- A. *Standard Hourly Rates:*
1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
  2. The Standard Hourly Rates will be adjusted annually (as of April 1st of each calendar year) to reflect equitable changes in the compensation payable to Engineer.
  3. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer 2	\$190.00
Principal Engineer 1	180.00
Senior Project Manager 2	165.00
Senior Project Manager 1	150.00
Senior Engineer 2	145.00
Senior Engineer 1	135.00
Project Engineer 3	115.00
Project Engineer 2	105.00
Project Engineer 1	95.00
Project Manager 2	115.00
Project Manager 1	105.00
Engineering Technologist 3	100.00
Engineering Technologist 2	90.00
Engineering Technologist 1	80.00
Engineering Technician 2	95.00
Engineering Technician 1	85.00
Chief Land Surveyor	140.00
Land Surveyor 3	120.00
Land Surveyor 2	110.00
Land Surveyor 1	95.00
Surveying Technologist 2	95.00
Surveying Technologist 1	85.00
Grant Writer 2	90.00
Grant Writer 1	75.00
Project Developer 3	135.00
Project Developer 2	115.00
Project Developer 1	85.00
GIS Coordinator	130.00
GIS Developer	105.00
GIS Technologist	85.00
CAD Manager	115.00
CAD Designer	105.00
CAD Technologist 2	90.00
CAD Technologist 1	80.00
Resident Engineer 3	125.00
Resident Engineer 2	115.00
Resident Engineer 1	100.00
Resident Engineering Representative 3	110.00
Resident Engineering Representative 2	105.00
Resident Engineering Representative 1	100.00
Field Superintendent	130.00
Assistant Field Supt.	120.00
Field Crew Chief	95.00
Field Crew Member 2	75.00
Field Crew Member 1	60.00
IT Coordinator	115.00
IT Technologist	85.00
Administrative 2	70.00
Administrative 1	60.00
Project Administration	85.00
Planner	105.00
Reimbursable Expenses -- at expense times of a factor of 1.0	