BOARD OF TRUSTEES MEETING
TUESDAY, FEBRUARY 18, 2020
7:00 P.M.
AGENDA NO. 2020-2-02

CALL TO ORDER BY *Mayor Ronald J. Gardiner*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK *Dion Lynch*

Consideration of and possible actions on any requests for remote participation in the meeting

PRESENTATION OF MINUTES OF BOARD MEETING JANUARY 7, 2020
PRESENTATION OF MINUTES OF BOARD MEETING FEBRUARY 4, 2020

TREASURER'S REPORT *Toleda Hart*

1. Bills Payable Corporate in the amount of $148,516.30, Sewer & Water $19,109.07, Federal Forfeiture Fund $4,163.25, Glenwoodie Golf Course $13,569.64, TIF Halsted South $367.78. **TOTAL ALL FUNDS $185,726.04**
2. Payroll as of the date February 14, 2020, Corporate in the amount of $114,168.00, Glenwoodie in the amount of $11,866.00, Sewer & Water $16,487.00, Paid-on-Call Firefighters $21,491.00. **OVERTIME**: Police $4,263.00 ($259.00 of Police Overtime is reimbursable), Sewer & Water $1,917.00, Public Works $949.00. **TOTAL PAYROLL $171,141.00**

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

COMMUNICATIONS
MAYOR'S OFFICE:

1. Appointments
2. Presentation of the 2018-2019 Audit
3. Approval of Request for Executive Closed Session under Section 2 (c) (5) Real Estate and Section 2 (c) (11) Litigation with action to be taken and reason to reconvene at the end of the meeting

ATTORNEY'S REPORT *John Donahue*
Approval of Engineering Agreement between Village of Glenwood, IL and Robinson Engineering, LLC for Professional Services

VILLAGE ADMINISTRATOR *Brian Mitchell*

ENGINEER'S REPORT *David Shilling*

DEPARTMENT REPORTS:

A. Finance Report *Linda Brunette*

B. Police Report *Chief Derek Peddycord*

C. Fire/Building Report *Chief Kevin Welsh*

D. Public Works Report *Harrison Maddox*

E. Glenwoodie Report *Phillip Robbins*

F. Senior Programs/Park Programs Report *JoAnne Alexander*

NEW BUSINESS

OLD BUSINESS

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,

Ronald J. Gardiner
Village President

Posted and distributed 02/14/20

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 JANUARY 7, 2020

The January 7, 2020 Regular Board Meeting was called to order at 7:00 PM by Village President Ronald J. Gardiner who led the audience in the Pledge of Allegiance.

ROLL CALL:

Upon Roll Call by Village Clerk **Dion Lynch**, the following Trustees responded: **Beckman, Clark, Dawson, Hadnott, Styles**

Trustee Winston arrived at 7:10pm

ALSO IN ATTENDANCE:

Brian Mitchell, Village Administrator; **John Donahue** , Village Attorney; **Linda Brunette,** Finance Director; **Derek Peddycord**, Chief of Police; **Dave Shilling,** Village Engineer; **Toleda Hart**, Village Treasurer; **Phillip Robbins,** Glenwoodie; **Joanne Alexander,** Senior Programs Park Programs

TREASURER'S REPORT:

1). **Motion to Approve Bills Payable as presented by the Treasurer Hart.**

Corporate Fund: $197,000.23; **Sewer & Water** $ 48,990.85; **MFT** $5,387.45; **TIF Industrial Park** $2,291.25; **TIF Main Street** $409.73; **Glenwoodie Golf Course** $ 63,941.33; **TIF Halsted South** $4,666.51.
TOTAL ALL FUNDS: $322,687.35

Trustee: Beckman moved; **Second by Trustee Styles** to accept the Motion as read.

Discussion: Trustee No Discussion

Upon Roll Call: Ayes: 4 Naes: 1 Recues: 0 Absent: 1 Abstain: 0

Ayes: Beckman, Clark, Dawson, Styles

Naes: Hadnott

Recues: 0

Absent: Winston

Abstain: 0

Motion Approved: Yes

2) **Motion to Approve Payroll as of the date, December 20, 2019 as presented by the Treasurer Hart**

Corporate: $112,408.00; **Glenwoodie**: $18,423.00 **Sewer & Water**: $14,162.00; Paid -on-call Firefighters $23,095.00; **OVERTIME**: **Police**: $5,907.00 ($0 of Police Overtime reimbursable); **Sewer & Water**: $1,237.00; **Public Works** $666.00. **TOTAL PAYROLL**: $152,803.00

Trustee: Styles moved; **Second by Trustee** Clark to accept the Motion as presented.

Discussion: No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes:0

Recues: 0

Absent: 0

Abstain:0

Motion Approved: Yes

3.) Motion to Approve Payroll as of the date, January 3, 2020 as presented by the Treasurer Hart.

Corporate: $115,909.00; **Glenwoodie:** $16,440.00 **Sewer & Water:** $12,799.00; **Elected Officials: $5,833.00 OVERTIME: Police:** $2,596.00 ($0 of Police Overtime reimbursable); **Sewer & Water:** $967.00; **Public Works** $215.00. **TOTAL PAYROLL:** $154,759.00

Trustee: Styles moved; **Second by Trustee** Clark to accept the Motion as presented.

Discussion: No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes:0

Recues: 0

Absent: 0

Abstain:0

Motion Approved: Yes

OPEN TO THE PUBLIC: **No One Approached the Board**

COMMUNICATIONS:

MAYOR'S OFFICE: Mayor Gardiner moved up item #1 under OLD BUSINESS Presentation of 2019-2020 Village Vehicle Sticker Design Trustee Styles presented the design.

ATTORNEY REPORT:

1.) Approval of an Ordinance Repealing Resolution 2019-06.

Trustee: Dawson moved; **Second by Trustee** Beckman to accept the Motion as read.

Discussion: Trustee No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

2.) Approval of an Ordinance amending Section 62-402 of Glenwood's Code of Ordinances.

Trustee: Clark moved; **Second by Trustee** Hadnott accept the Motion as read.

Discussion: Trustee Winston asked, to table because he wants the Board to have a chance to talk with the Developer. Trustee Winston them recognized his concerns were for another agenda item, not this particular item

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

3.) Approval of an Ordinance to Repeal Resolutions 2017-17 and 2017-18

Trustee: Hadnott moved; **Second by Trustee** Dawson to accept the Motion as read.

Discussion: Trustee Hadnott asked, does this also include the Anytime Fitness property? **Attorney** Donahue replied, no, that was done by a separate resolution.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

4.) Approval of an Ordinance to Repeal Section 3 of the Resolution 2017-14

Trustee: Styles moved; **Second by Trustee** Dawson to accept the Motion as read.

Discussion: Trustee No Discussion.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

5.) Approval of an ordinance exercising the Village Contractual Right Under its Redevelopment Agreement with Ralph Edgar and J. Wynsma Properties LLC to refuse to transfer any portion of the Glenwood Theatre and or Glenwood Plaza Property to Ralph Edgar and J. Wynsma Properties LLC.

Trustee: Dawson moved; **Second by Trustee** Hadnott to accept the Motion as read.

Discussion: Trustee Dawson also stated, as a part of the motion he would also like the Board to repeal the name Lincoln Crossings, save naming the Plaza for majority

Owner or the Village of Glenwood. **Attorney** Donahue replied, I suggest we do that in the future, this is a written Ordinance, we can do that at a later date. **Trustee** Dawson replied, ok

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

VILLAGE ADMINISTRATOR:

Approval of a Solicitation of Developer Qualifications and Request for Proposals Village of Glenwood Lincoln Crossings Commercial Redevelopment

Trustee: Styles moved; **Second by Trustee** Beckman to accept the Motion as read.

Discussion: Trustee Hadnott stated, I looked over the packet, was very similar to the packet in 2016. There Is no Subway in Glenwood anymore. If we are going to use an old packet, always best to update the information. I think we would be amiss to have any exclusive agreement considering how the first two turned out. I would like us to have a COW meeting Economic Development Meeting, have the Board decide what they are going to do with all these parcels. I would be willing to make a presentation if you're ok with that. But I think we need to stop with the exclusive agreements. **Trustee** Dawson stated, I agree we should go out to Bid for individual developers to build on each parcel. I think the time frame we have is too soon. For someone to come up with an extensive plan in 30 days, unless they have already been in the game is unfair. We need entertainment, restaurants pigeonholes Developers to come in with new ideas. Let's not limit Developers. **Trustee** Styles, stated, I don't think this agreement prohibits Developers.

Trustee Hadnott motioned to table, **Trustee** Styles Second the motion

Upon Roll Call: Ayes: 4 Naes: 3 Recues: 0 Absent: 0 Abstain: 0

Ayes: Hadnott, Styles, Winston, Mayor Gardiner

Naes: Beckman, Clark, Dawson

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

ENGINEER REPORT:

SSMMA had their Transportation Committee meeting this afternoon. IDOT was present and went over funds present with target letting dates. Village's portion has a target leading date of 11/5/2021. **Trustee** Winston asked, where are we with that particular project with the pump, to pump the water out? Have we looked at anything else? **Eng** Shilling, no we are ready to get started, it's a big project, for the project that size we should have an Engineering Agreement in place. **Trustee** Winston stated, the Board needs to fully understand what's required to complete the project. **Eng** Shilling replied, all that information will be identified in the agreement. I could potentially have it ready for the second meeting in February. **Trustee** Hadnott asked is Park Drive still in a flood zone? **Eng.** Shilling replied, yes. **Trustee** Hadnott asked, are you going to raise Park Drive? Do you think you should? **Eng** Shilling replied no, it's most cost effective to build the wall, if we raise it there will be other components that would have to be moved also and much more expensive. The flood wall will protect Park Drive. **Trustee** Hadnott then asked, what about the lift station? I asked about a few months ago, do you think we will need one now? **Eng** Shilling replied, storm water has to go somewhere. **Trustee** Winston asked, will the Park still be there? What are some things we need to anticipate? **Eng** Shilling replied, we need to start looking for park equipment, facilities, courts etc. MWRD does not cover replacement cost.

FINANCE:

Director Brunette stated, utility Company Audit firm. We received a payment today for an audit that was started in 2018 for franchise fees that were not being distributed properly. **Trustee** Winston asked, how much did that Company bring in last year? **Director** Brunette replied, I can check for you. She then stated we are shooting for the second meeting in January or first meeting in February for the Audit firm to present.

POLICE:

Chief Peddycord stated, majority of December calls were service calls. We had an Officer follow through on an arrest warrant for a repeat Offender whom fled from a traffic stop. **Chief** Peddycord urged Residents to be vigilant during Holiday season. GPD assisted major task force with a homicide in Steger, IL.

FIRE/BUILDING:

Approval of US Digital Fire Station Alerting Project

Trustee: Clark moved; **Second by Trustee** Dawson to accept the Motion as read.

Discussion: Trustee Hadnott stated, I see the list of requirements to be eligible. Are we compliant with all of the items here? **Chief** Welsh replied yes. We have to be especially with the County otherwise we would not have been awarded the opportunity.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

PUBLIC WORKS:

Director Maddox stated, Dept has no report.

GLENWOODIE:

Phil Robinson stated, no report. Trustee Dawson asked, do we know when the updates will be completed, specifically the carpet. **Phil** replied, tentatively the last week of January

SENIOR/PARK PROGRAMS:

No Report

NEW BUSINESS:

Trustee Hadnott asked, MLK is approaching I am wondering if we can have a day of service. Mayor Gardiner replied that's a great idea.

OLD BUSINESS:

Approval to enter into an agreement with Calvary Baptist Church to provide security with off-duty Glenwood Police Officers during Sunday services (8:30 am-1:00pm)

Trustee: Beckman moved; **Second by Trustee** Clark to accept the Motion as read.

Discussion: Trustee Dawson asked representative from Calvary Baptist Church to address the Board. Mary Granderson (Trustee President) Mrs. Billie Blue)Church Administrator) stated they met with Chief Peddycord and Administrator Mitchell to discuss Calvary Baptist Church using GPD as a security Officer for services. They explained they were attempting to be proactive, rather than reactive. With concern of the overall safety of the church. We are a soft target, considering we are off 394. **Trustee** Dawson stated, we don't have the explanation on how this would go,

but I assume you would reimburse us based on pay spent for the Officer? Mrs. Blue stated, the agreement outlined the Officer would be paid based on the status, the Village billing the church on a monthly basis and the Church in return would pay on a monthly basis. **Trustee** Dawson asked, would

you be opposed to paying that officer directly? Where we aren't looking at workers comp and paying into pension. **Chief** Peddycord explained, there are two options either an off duty officer whom has on a police shirt but not affiliated with a department at that time or hire a on duty officer at their overtime rate whom would be in a Glenwood police uniform and car. **Trustee** Hadnott asked, there would not be any liability on the Village or impact to the pension? **Trustee** Winston asked, have you all looked at a private security company? Mrs. Blue replied, we have but we would prefer someone with arresting authority and or police powers. **Trustee** Beckman asked, is there an advantage to having someone there on their own versus someone with Village equipment? **Chief** Peddycord replied, having an Officer there with equipment letting us know there is an incident versus a 911 call gives the Police a much better advantage. **Trustee** Winston asked what is the response time now? **Chief** Peddycord replied 2-3 minutes considering where Officers are at the times of call. **Trustee** Hadnott asked, I believe there is something in the contract that says Officers can wear their uniform even if they are off duty is that correct? **Chief** Peddycord stated, I believe there is a law that whether an Officer is on or off duty and responds to a crime and is hurt in the process he will be covered regardless with workers comp. **Trustee** Dawson asked, if that is the case, can we verify that? If it's true then this becomes a moot point.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Approval of an IT Service to accept RWK for IT services with $250,000.00 of Cyber Insurance.

Trustee: Winston moved; **Second by Trustee** Beckman to accept the Motion as read.

Discussion: **Trustee** Dawson asked, I wanted to ask if they still intend to honor their initial discounted rate? **Ashley** (RWK) stated, Owner of the Company stated that was a one time offer, however if the Village does decide to move forward, we will invest in a quarter million dollars cyber insurance for the Village. **Trustee** Hadnott asked, so we paid Heritage from January to March correct. Should we have a transition period where you guys are onboarding and they are off boarding. Ashley replied, yes. We do have a transition system when our partners switch from one company to ours, roughly two-week period. We could do half the cost for the first two weeks in March. Trustee Winston asked, so it's a month to month contract with Heritage? **Director** Brunette replied, yes. **VA Mitchell** stated we have to give 60 days' notice. **Trustee** Styles asked, someone from your Company sent us a letter saying you had no interest in doing business with us because you didn't like doing business with Mr. Mitchell, who was that? And why the change? **Ashley** replied, the letter was written by our CEO it was a letter written in a moment of frustration related to the process, not necessarily the Board. We didn't think it was in the best interest of our Company to move forward, but at the behest and urging of a Trustee who had called us and asked to reconsider to withdraw. **Trustee** Styles stated, he was pretty specific with his criticism with Mr. Mitchell. Mr. Mitchell is not going anywhere. **Asley** replied, regardless of who we end up working with we are prepared to be professional and work with Mr. Mitchell. We are prepared to work through the frustration of the process we believe we can work through this and move forward with a clean slate. **Trustee** Beckman stated, we asked three people to come in and present themselves, and now we have one. My concern is we are allowing these Companies to negotiate contracts in front of each other, this is boarder line anti-trust. We should have proposals that are sealed and changeable, you put your best foot forward once. To allow them negotiate in front of each other is not fair, what about the other Companies. **Trustees** Winston and Dawson stated I agree. **Trustee** Beckman stated we need to send out another sealed bid for RFP. **Trustee** Clark stated, I have an issue with the Trustee whom called on their own to ask them to come back, and or speaking on behalf of the entire Board.

Trustee Beckman motioned to table for another RFP for IT services. **Trustee** Dawson second the motion.

Upon Roll Call: Ayes: 4 Naes: 2 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Styles

Naes: Hadnott, Winston

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

OPEN TO THE PUBLIC:

Tony Plott
Commended Trustee Dawson related to the Church wanting to hire an off-duty Officer. Where it might be a pension problem, the idea of paying these Officers with different tiers having different wages, I think it's ridiculous. If the church, which is a private business, there are four churches in the Village. What if they all come and want protection it sets a "iffy" precedence a church is a private business. He then stated, I understand the Field House will not be affected by the flood plain? **Mayor** Gardiner replied, correct. Mr. Plott then stated, I will be approaching you all next year to have a complete upgrading to that field house. He then concluded stated, when it comes to the Developer is there a plan in place? Who will be the "go-to" person for the project?

Brett Thompson
What involvement does the Plan Commission and or Economic Development Committee have in the Plaza? **Mayor** Gardiner replied, they were involved in creating the RFP many years ago, obviously they will be involved with the new Developer also. **Trustee** Hadnott stated, I suggested we have an Economic summit that would include Residents, Planning and Economic Development, Zoning members and Board to determine what we want as a community. Mr. Thompson stated, I hope something happens soon to that effect. It's an eye sore, we have to do something soon.

Miriam Slaughter
Asked, who gave permission to the gas station on Main street to use the Village logo? **Mayor** Gardiner replied, I didn't know it was on there, where is it? Miriam replied, on the building and the marquee. **Mayor** Gardiner replied, I will have to look into that, I did not give permission for that. She then asked, why don't we have an emergency plan on the Village website? **Chief** Welsh stated, the Cook County emergency plan we just updated, they mandate you don't put it on there, you can find it in the annexes of Cook County Emergency Preparedness. She then stated, Trustee Beckman you didn't have an anti-trust issue when the codification Companies were going back and forth.

Melinda Plott
The concession stands on Park, we had an issue with storage. We were forced to take our equipment from Brookwood Point to the concession stand. Can we have some consideration when considering the new lay out after the park is removed. Possibly new lights for the park,

storage and enlarging the two soon to be remaining parks. **Trustee** Dawson started; I spoke to the guy over at U-Haul he stated he would be interested in donating a Pod for storage.

Deandre Tillman
Introduced himself and stated that he would be running for State Representative for 29th district.

John Dixon
Stated, the Board and Trustees need to sit down and develop a plan that can be presented to the Community. with goals and timelines. He then stated, when we did a RFP we invited the community to come in, people that had construction, project management skills etc. When the RFP came in, we sat there for two days created a rubric and deliberated. The Community got involved, it does pay to have a strategic plan and goals.

Cathy Paxton
Expressed concern about the direction and goals for the Village. We need to be transparent, starting with the budget. It's due in April should be prepared and presented in April. The survey, are the results on your desk? **Mayor** Gardiner replied, Linda has it, it's not on my desk What is wrong with having Insurance Companies come before you in October and not the last second. **Trustee** Hadnott stated, we corrected that issue by creating a spreadsheet that identifies contracts that are up for expiration within six months. Lastly, IT we started this in October, now it's been a process since then. If you got people that are qualified why are we starting all over.

George Englathaler
Is there anything the Village can do about the Horse ranch on Cottage and Glenwood Road? **Mayor** Gardiner replied, that is unincorporated Glenwood, the only thing we can do is force them into becoming annexation. How soon before the BBQ restaurant is required to go inside and cook. **Chief** Welsh stated, they have all the paper work but have not done any work. At this point they are operating without a license. to take any action would be up to the Board and the Community.

Judith Mims
What is the status of the Community survey? When will we have it? **Mayor** Gardiner replied, we don't have a date yet but we will discuss tomorrow and send to all The Trustees for a upcoming date.

Motion to adjourn

ADJOURNMENT:

The January 7, 2020 Board Meeting adjourned at 8:45 PM.

Trustee: Styles moved; **Second by Trustee** Hadnott to accept the Motion as read.

Discussion: Trustee No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

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Dion Lynch, Village Clerk

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 FEBRUARY 4, 2020

The February 4,2020 Regular Board Meeting was called to order at 7:00 PM by Village President Ronald J. Gardiner who led the audience in the Pledge of Allegiance.

ROLL CALL:

Upon Roll Call by Village Clerk **Dion Lynch**, the following Trustees responded: **Beckman, Clark, Dawson, Hadnott, Style, Winston**

Trustee Dawson attended the meeting remotely.

ALSO IN ATTENDANCE:

Brian Mitchell, Village Administrator; **John Donahue** , Village Attorney; **Linda Brunette,** Finance Director; **Derek Peddycord**, Chief of Police; **Dave Shilling,** Village Engineer; **Toleda Hart**, Village Treasurer; **Phillip Robbins,** Glenwoodie; **JoAnne Alexander,** Senior Programs Park Programs

Motion to allow Trustee Dawson to participate Remotely for the February 4 2020 Regular Board Meeting.

Trustee Hadnott moved, **Second by Trustee** Clark to accept the motion as presented.

Discussion: No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

PRESENTATION OF MINUTES:

Motion to Approve the Regular Board Meeting Minutes of January 21, 2020

Trustee Hadnott moved, **Second by Trustee** Dawson to accept the motion as presented. **Trustee** Hadnott amended his motion to reflect the change necessary

Discussion: Trustee Hadnott stated, I will make that motion with one small amendment. **Trustee** Hadnott stated " I asked you (Mayor) to appoint members to Committees by the first of March your answer was yes however it's not recorded.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

TREASURER'S REPORT:

1). **Motion to Approve Bills Payable as presented by the Treasurer Hart.**

Corporate Fund: $184,591.33; **Sewer & Water** $133,169.78 28,090.71; **MFT** $19,686.31; **Hazard Mitigation** $1,889.59; TIF Industrial Park $780.00; TIF Main Street $195.00; Glenwoodie Golf Course $44,561.06; TIF Halsted South $4,376.52. **TOTAL ALL FUNDS: $389,249.59**

Trustee: Styles moved; **Second by Trustee** Clark to accept the Motion as read.

Discussion: **Trustee** Winston asked, I know we just paid Heritage Technology, but I am seeing more bills from them, can we explain? **VA Mitchell** replied, within the standard agreement, there were also other agreements within that cameras, emails, phones. If you want to see a copy of the bills, I can provide those too you. **Trustee** Winston started, I guess I would like to know, what we're paying for? **VA** Mitchell stated what we paid for was the standard agreement, there are sub-agreements in the contract as well. When I get to my portion of the report, I want to make you aware of another choice we need to make, related to Heritage. **Trustee** Winston asked about PD training under Heritage what is that? **Chief** Peddycord stated, that was repairs made to equipment in our training room. **Trustee** Winston the stated, I see payments to the Fire Dept. when we look at Technology Company is it going to be all inclusive or a la carte like Heritage? **VA** Mitchell stated with the RFP it would be inclusive of them to submit everything, they will more than likely have similar side agreements as well. **Trustee** Winston then asked, looks like we have a ton of payments to Menards? What is that about? **Director** Brunette replied, they were lost, we had an issue with the Post office. We stopped payment on checks and reissued new ones. **Trustee** Winston then asked, payment for Donahue at the water department? **Attorney** Donahue replied, I would need to see the bill.
Trustee Winston stated, I would like to motion to amend payments to Heritage, I would like them stricken. **Trustee** Hadnott asked, was the work completed. **VA** Mitchell stated, this is ongoing support. **Trustee** Winston stated, the Board needs to understand the contract, the contract that I read

does not have all these add on service. **Motion to table**, died for a lack of second.

Upon Roll Call: Ayes: 4 Naes: 2 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Styles

Naes: Hadnott, Winston

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

2) **Motion to Approve Payroll as of the date, January 31, 2020 as presented by the Treasurer Hart**

Corporate: $114,315.00; **Glenwoodie:** $10,494.00; **Sewer & Water**: $16,673.00; **Elected Position:** $ 5,833. **OVERTIME: Police:** $8,896.00 ($0 of Police Overtime reimbursable); **Sewer & Water**: $2,628.00; **Public Works**: $1,415.00; **TOTAL PAYROLL**: $160,254.00.

Trustee: Hadnott moved; **Second by Trustee** Winston to accept the Motion as presented.

Discussion: No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain:0

Motion Approved: Yes

OPEN TO THE PUBLIC:

Brett Thompson
Inquired about Bills, he then recalled his last question about bills that were seven months old for Lawn Care Service. He then asked about payments to the Village Attorney under the water bill. He then asked, who is monitoring contracts? What were paying, when we are paying etc.? Every time there is a question about bills that are several months old, the answer is always I will have to check. **Mayor** Gardiner replied, the bills are handled by our Finance Dept. but these

are invoices that were not sent to us on time. Mr. Thompson then states, right. Something in the contract should indicate when a bill is due, time frame of when a bill can be submitted etc. **Director** Brunette replied, there is language in the contract where Vendors have to get bills to us by the next Board meeting, however there is no recourse if they do not. **Mayor** Gardiner replied, we will have to look into that.

COMMUNICATIONS:

MAYOR'S OFFICE:

Mayor Gardiner announced that a COW meeting will be held at the end of this month February 25, 2020.

Approval of recommendation from the Economic Development Committee and Finance Committee regarding support of a Class 8 Property Tax Incentive for Tuscan Garden 601 Holbrook Road.

Trustee: Styles moved; **Second by Trustee** Clark to accept the Motion as presented.

Discussion: **Trustee** Winston asked, are there any minutes from that meeting? **Director** Alexander replied, they will be ready after they are approved at the next Economic Development Committee meeting. **Trustee** Dawson asked, if we are going to approve this Class 8, what method are they going to use to move their business forward. **Robert Opilka** (Owner) replied as soon as I am approved and receive my liquor license, I will be ready to open the next day. Bar will be open within the next week, after the bar is opened, I am looking to open it up. I've got Chefs, Bartenders. Construction for the kitchen will be nearing end shortly. Within the next three weeks, restaurant will be open. Trustee Dawson then asked, with the Class 8 if you do the Banquet Hall you are going to be in direct competition with Glenwoodie. I would like to hear from Glenwoodie how they propose to overcome this obstacle. Trustee Winston asked, that's why I asked for the minutes, was the competition of both Banquet halls discussed? **Director** Alexander replied, I don't recall that coming up.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain:0

Motion Approved: Yes

Approval of a Resolution Supporting and Consenting to the Cook County Class 8 Property Tax Incentive Application requested for certain Property located in Glenwood Illinois (601 Holbrook Road) (PIN:32-100-016-000)

Trustee: Styles moved; **Second by Trustee** Dawson to accept the Motion as presented.

Discussion: **Trustee** Hadnott stated, a Class 8 reduces your property taxes from 25% to 10% for 10 years. By my calculations that's roughly, ¾ of a million dollars in a ten-year period. He then stated, you are bringing back a building that's been dark for seven years, we appreciate that. We are hoping your business will drive more traffic down Halsted. You are providing 15-20 full time jobs. We are hoping 20% of your revenue will remain local Can you give me an estimate of what your first full year of revenue will be? **Robert** replied, 2 million-dollar range in first year, conservatively. **Trustee** Hadnott asked, you're a Lion correct? Do you have any ideas of how you intend to give back to Glenwood? **Robert** replied, I've always been one to give. Looking forward to do the same in Glenwood. **Trustee** Winston asked **Chief** Peddycord have you had an opportunity to meet with the Gentleman to see if there are any concerns with being next to the roller rink and the problematic housing complex over there? **Chief** Peddycord replied, for the most part that's used by people who love roller skating. We do want to talk about the concepts he has in mind for the location. **Trustee** Dawson asked, at one point we had a stipulation if we serve alcohol a Police Officer had to be present will that apply? Mayor Gardiner replied, that was a rule put in place by previous management, not a Ordinance we have in place.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain:0

Motion Approved: Yes

Approval of Request for Executive Closed Session under section 2 (c) (6) setting a price for the sale of real property with action to be taken and reason to reconvene at the end of the meeting.

Trustee: Hadnott moved; **Second by Trustee** Clark to accept the Motion as presented.

Discussion: No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain:0

Motion Approved: Yes

ATTORNEY REPORT:

No Report, Trustee Hadnott stated, I was on looped.net and I see an Ad from Ted, as of yesterday related from advertising the Glenwood property. Can we send him a letter to cease and desist? **Attorney** Donahue replied, yes.

VILLAGE ADMINISTRATOR:

Request for proposal for information Technology Managed Services.

Trustee: Styles moved; **Second by Trustee** Dawson to accept the Motion as read.

Trustee Hadnott motioned to change the motion to a "Public Bid Opening" motion was second by **Trustee** Dawson

Discussion: **Trustee** Winston stated, we should look at a software called Microsoft Teams that way we can also have audio and visual components that could also be recorded. **Trustee** Winston then stated we need to understand how our needs have evolved, I sent an outline of what we should be looking for a few months ago. **VA** Mitchell stated, I have not received an email. However, we can take a look at it. **Trustee** Hadnott stated, since Windows 7 expires at the end of the year, we all knew that was coming, including Heritage. Why didn't we or Heritage get correct this between November and December? **VA** Mitchell stated, we kept asking to bring it back, and the direction was not to spend anything else on software or hardware. That would have been outside of the contract. **Trustee** Hadnott asked, that should have been normal updates. **VA** Mitchell replied yes, what they had been asking is for us to purchase new computers and that was put on hold, **VA** Mitchell stated we still have computers to buy. These are the ones we have not purchased; we bought the first phase of computers but never the second ones. **Trustee** Hadnott asked, will there be a public opening of Bids? **VA** Mitchell this is just RFP not a

bid opening. **Trustee** Hadnott stated, I would rather have a Bid opening, so that way everyone knows what's going on all parties involved are present. **Trustee** Winston asked, last meeting we had discussion about getting agenda items back on the agenda, where are we with that? **VA Mitchell** replied, I have been in discussion with the Mayor and you will start to see some of those at the next meeting. **Mayor** Gardiner stated I will send out the Committee Ordinances for Trustees to review, the Dog Ordinance? **Chief** Peddycord stated, I included that in my report. **Trustee** Winston then asked, what about the food truck Ordinance?

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

ENGINEER REPORT:

No Report

FINANCE:

Director Brunette replied, Charge for Rosenthal was for Illinois pollution Control Board for water variance documents. **Attorney** Donahue replied, it's seeking variance from EPA water quality standards. The nuts and bolts of it is how we handle salt. Auditors will be present February 18 2020.

POLICE:

Chief Peddycord stated, January 16, 2020 we had a car burglary also armed robbery. With tax season approaching, be aware of scams that that are tax related. Met with Brookwood school with Fire Dept to update their crisis plan. Officer Gilani has completed training and is out patrolling on the midnight shift. In February we have a bid for shifts, so there will be some new faces out there. **Trustee** Winston asked, where are we in terms of the Calvary situation? **Chief** Peddycord stated, we were supposed to start this past weekend but we had an Officer who had a death in the family which caused him to take Funeral Leave. We should be starting this Sunday through the end of April

FIRE/BUILDING:

Chief Welsh stated, tortilla factory opened up as of last Friday. Speedway is waiting for spring construction session to start, and we will see activity. Delta Sonic demo should start 2-3 weeks. Solar company was waiting for their watershed permit, they now have those. they are now awaiting their contractual agreement with the panel

manufacturers. They hope to be in process this construction season. Tuscany Garden next to make an application to the Zoning Board for a "text amendment" Food truck Ordinance is spotty, the best Ordinance I can propose we mirror is the City of Chicago.

PUBLIC WORKS:

Approval to repair Sanitary pumps at 187th Street Lift Station by Flow-Technics, Inc at a cost not to exceed $10,615.78.

Trustee: Beckman moved; **Second by Trustee** Clark to accept the Motion as presented.

Discussion: **Trustee** Hadnott stated, this lift station has been a problem for years. Are we upgrading the pumps to make them bigger so they can last longer? **Eng** Shilling, stated the issue is inflow of ground water and rain water. The capacity is the Forest main. The problem is removing the inflow into the system.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain:0

Motion Approved: Yes

Approval to purchase a KM International 2-Ton Asphalt Repair Trailer from Monroe Truck equipment, Joliet IL at a cost not to exceed $25,246.00.

Trustee: Winston moved; **Second by Trustee** Hadnott to accept the Motion as presented.

Discussion: **Trustee** Hadnott asked, will there be any additional cost to house the trailer. **Director** Maddox replied, no. **Trustee** Dawson asked if there is a project plan in place in regard to purchasing this equipment? Is it necessary for us to purchase can we outsource? **Director** Maddox replied, I think it's an item we should purchase we use this every day, we would spend more money continually renting rather than purchasing. **Trustee** Dawson motioned to table; motion died for a lack of second. **Trustee** Winston asked do you have a schedule or life expectancy for the trailer. **Director** Maddox replied, we purchased the Trailer from Homewood 12 years ago we've had it for several years so we expect longevity out of the trailer.

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

Ayes: Beckman, Clark, Hadnott, Styles, Winston

Naes: Dawson

Recues: 0

Absent: 0

Abstain:0

Motion Approved: Yes

Approval to purchase a 2020 Chevrolet Silverado 1500 Work Truck from Currie Motors Commercial Center at a cost not to exceed $31,801.65

Trustee: Winston moved; **Second by Trustee** Clark to accept the Motion as presented.

Discussion: Trustee. Hadnott asked, what is the purpose of the vehicle. Director Maddox replied we currently have one vehicle that is out of service, this truck will replace that disabled vehicle. **Trustee** Dawson asked, I'm wondering if we can get some of these features, can we not have four-wheel drive, do we have to have key less entry. I took a ride with Brian Mitchell; his vehicle is in bad shape to represent the Village. I know there are other vehicles that require immediate repair, I am just wondering can we eliminate some amenities? **Director** Maddox replied, all of the vehicle amenities are basic offerings that we can not change or add based on the source of where the funds are coming from. Everything outlined on the truck is required through the grant. Trustee Winston asked, did you budget for the Village logo on the side of the truck? **Director** Maddox replied, that was included as it is a part of funding from the program, some items will be transferred from the disabled vehicle.

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

Ayes: Beckman, Clark, Hadnott, Styles, Winston

Naes: Dawson

Recues: 0

Absent: 0

Abstain:0

Motion Approved: Yes

GLENWOODIE:

Trustee Dawson asked, can we get a jump on the Village Night out before other Clubs catch wind of the idea**? Phil** replied, yes. **Sandy** Christofanelli provided, some historical data with previous Banquet reservations in comparison to growth since her taking over the role as Banquet Coordinator. Including but not limited to outreach plans to enlarge presence and networking opportunities. **Trustee** Hadnott asked, what's the number one resistance to Glenwoodie when you are out trying to sell reservations? Sandy replied, its price but it's also availability. We have a pretty packed schedule. **Trustee** Hadnott asked, with the new Audio-Visual equipment. Can we have an update in 3 months about how the upgrade has impacted? Sandy replied, yes. **Trustee** Dawson asked, how did we propose cost is the number one deterrent? How can we cut our overhead, to cut some clients that are passing us by? **Sandy** replied, our overhead is bare bones, it's just me **Trustee** Dawson asked, do we need to re-evaluate your salary? If the only overhead, is you? I'm just wondering should we take a look at that? **Trustee** Dawson then asked, can we create a bereavement tragedy? **Sandy** replied, that would have to be direction from the Board. Our bereavement package includes repast price which is $4-5 dollars less than the regular menu price, we give them one hour discount on rental we also give $50.00 off tare down and setup of the room. **Trustee** Winston asked, I know we have simulators there are we reaching out to high schoolers to gain some interest and potential revenue. **Phil** replied, it does have traffic but it's only made for one person at a time. We have relationships with the schools, but we can be a little more intentional with marketing the simulator. **Trustee** Hadnott asked, can you tap into the same market that Tuscan Gardens will tap into for funerals? **Sandy** replied, we get a lot of funerals.

SENIOR/PARK PROGRAMS:

Director Alexander stated, we are getting dates ready for spring and summer events starting in March. Baseball opening day is May 2, 2020 Fourth of July is approaching. All Organizations, all Homeowners Associations have all been given their meeting dates for 2020. She then thanked Lions Club for providing lunch for the Seniors. February 21, 2020 Senior Luncheon, Representatives from the Assessor's office will be here

NEW BUSINESS:

Trustee Hadnott asked, can we get the Pro Champs on the agenda. He then stated can we have the lighting issues on the agenda

OLD BUSINESS:

Trustee Dawson asked, how is the partnership going with the food pantry? **Mayor** Gardiner replied, we have them set up; some minor issues but no real red flags.

OPEN TO THE PUBLIC:

Miriam Slaughter
Inquired about 1/7/2020 conversation about the use of unauthorized use of the Village logo. **Mayor** Gardiner stated, he asked the Attorney ton draft a letter to send to the Owner to request they remove it. She then asked, when will the community survey be addressed to the public? **Mayor** Gardiner replied, at the end of this month. Miriam then stated, she was on the Board when Heritage contract was approved, and the reason it was is because they stated it would be one big bill that included everything, so I am confused as to why. Right. She then asked, Attorney Donahue who would be paying workman's comp for the Police Officer who would be serving at the church? **Attorney** Donahue replied, Police Officers are Employees our workers man comp would apply. Miriam then asked if their pay would affect the pension. **Attorney** Donahue replied, no.

Octavia Altheimer
Arizona streets need to be replaced, I had to replace four tires am I submitting bills to the Village? **Mayor** Gardiner replied, did you report it to the Police at any time? She then replied no I did not. **Mayor** Gardiner asked Director Maddox to look into the matter, he then asked Mrs. Altheimer to speak with **Director** Maddox to address her concerns and to present receipts which will allow us evaluate the situation right away. Mrs. Altheimer then stated, I need a time frame. Why do I need to talk with him? **Mayor** Gardiner replied, he needs to identify the location, we need to receipts and we will evaluate right away. She then stated, I go t alate notice for a water bill I never received. There was a late fee, that got waived. The issue is we get a late notice fee but didn't receive our bill on time is not our fault. She then stated, there is a lack of transparency in terms of finances. How often do we have RFP on contracts? My concern is the numbers aren't adding up? Mayor Gardiner asked how? Mrs. Altheimer stated I've gone from paying $4,000.00 to almost $8,200.00. **Mayor** Gardiner replied we have not raised the Levy in two years. He then stated you would have to look at the Park District, School District, HF just built a multi-million dollar arena on their campus Because you live in the Estates you pay more in taxes than other Residents, Glenwood's taxes are meniscal compared to the others, we have nothing to do with Bloom's taxes. Glenwood's portion is roughly 25% if that.

Motion to adjourn into closed session

Trustee: Styles moved; **Second by Trustee** Beckman to accept the Motion as read.

Discussion: Trustee No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Returned from closed session 9:35pm

Upon Roll Call by Village Clerk **Dion Lynch**, the following

Trustees responded: **Beckman, Clark, Dawson, Hadnott, Style, Winston**

Trustee Dawson attended the meeting remotely

Motion to Adjourn

ADJOURNMENT:

The February 4, 2020 Board Meeting adjourned at 9:37 PM.

Trustee: Styles moved; **Second by Trustee** Beckman to accept the Motion as read.

Discussion: Trustee No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

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Dion Lynch, Village Clerk

Report Selection:

RUN GROUP... 021820 COMMENT... BOARD MEETING 02/18/2020

DATA-JE-ID	DATA COMMENT
W-02182020-821	BOARD MEETING 02/18/2020

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		PRT08	N	S	6	066	10			

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
BALANCE SHEET	.....						
BRIAN MAZUR							
REF 540 N ARIZONA	1,000.00	BUILDING REPAIR ESCROW	01.000.2132	196559	02/03/2020		P 821 00022
CARLOS A. GONZALEZ							
REF 334 E TULIP	2,000.00	BUILDING REPAIR ESCROW	01.000.2132	196553	02/03/2020		P 821 00023
COLONIAL LIFE							
CONNOR/PERRY	386.13	VOLUNTARY EMPLOYEE DED P	01.000.2119	196645	4478624-010359		P 821 00037
FIDELITY SECURITY LIFE							
FEBRUARY 2020	550.70	VOLUNTARY EMPLOYEE DED P	01.000.2119	196647	164200463		P 821 00062
MARKHAM3/DANA OSMAN							
REF 826 E 194TH ST	1,000.00	BUILDING REPAIR ESCROW	01.000.2132	196618	02/06/2020		P 821 00092
	4,936.83	.....					
ADMINISTRATION	.....						
AZAVAR AUDIT							
UTILITY AUDIT	7.39	UTILITY CONSULTING	01.100.9178	196586	149185		P 821 00018
UTILITY AUDIT	17.60	UTILITY CONSULTING	01.100.9178	196587	149187		P 821 00020
UTILITY AUDIT	30.26	UTILITY CONSULTING	01.100.9178	196588	149186		P 821 00019
UTILITY AUDIT	130.69	UTILITY CONSULTING	01.100.9178	196589	149188		P 821 00021
	185.94	*VENDOR TOTAL					
COEO SOLUTIONS LLC							
FEBRUARY 2020	98.94	TELEPHONE	01.100.9120	196590	1030566		P 821 00032
COMCAST							
8771 40 050 0018256	2.11	COMPUTER-PROGRAMS & EQUI	01.100.9634	196593	01/21/2020		P 821 00044
GOVOFFICE LLC							
ANNUAL WEB HOSTING 2020	850.00	COMPUTER-PROGRAMS & EQUI	01.100.9634	196595	INV10812		P 821 00069
HERITAGE TECHNOLOGY SOLU							
MAINTENANCE PHONES	250.00	TELEPHONE	01.100.9120	196596	212887		P 821 00076
ANNUAL BILLING MICROSOFT	1,647.00	COMPUTER-PROGRAMS & EQUI	01.100.9634	196648	213288		P 821 00077
	1,897.00	*VENDOR TOTAL					
HOMEWOOD DISPOSAL SERVIC							
JANUARY 2020	51,154.53	HOMEWOOD DISPOSAL	01.100.9888	196633	6863505		P 821 00079

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
ADMINISTRATION	.....						
LANER MUCHIN							
FEBRUARY 2020	2,770.07	LEGAL SERVICES	01.100.9151	196660	578951		P 821 00087
P.F. PETTIBONE & CO.							
MINUTE BOOKS	229.95	OFFICE SUPPLIES	01.100.9111	196650	178269		P 821 00120
PITNEY BOWES PURCHASE PO							
POSTAGE	512.97	POSTAGE	01.100.9114	196597	01/21/2020		P 821 00121
RSM US LLP							
APRIL 30, 2019 AUDIT	10,000.00	ACCOUNTING SERVICES	01.100.9152	196570	5846226A		P 821 00134
	67,701.51	.....					
PUBLIC WORKS	.....						
A BETTER DOOR & DOCK							
REMOTES FOR GATE	135.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	196541	2525		P 821 00001
AL WARREN OIL CO. INC.							
FUEL	152.57	GAS AND OIL	01.300.9210	196581	W1285331		P 821 00010
FUEL	608.76	GAS AND OIL	01.300.9210	196582	W1287598		P 821 00014
	761.33	*VENDOR TOTAL					
CINTAS							
SUPPLIES	74.45	PURCHASE-GENERAL TOOLS/E	01.300.9550	196543	5015954151		P 821 00026
COM ED							
0612091031	839.13	ENERGY STREET LIGHTING	01.300.9221	196591	02/03/2020		P 821 00039
0283059209	795.31	ENERGY STREET LIGHTING	01.300.9221	196629	02/06/2020		P 821 00042
	1,634.44	*VENDOR TOTAL					
COMCAST							
8771 40 050 136801	235.31	UTILITIES	01.300.9180	196592	01/27/2020		P 821 00046
DAN WADE							
REIMBURSE DL PER UNION	35.00	MISCELLANEOUS	01.300.9891	196539	01/30/2020		P 821 00053
DMC SECURITY SERVICES IN							
VILLAGE HALL	75.00	CONTRACT SERVICES	01.300.9020	196544	286815		P 821 00058
ELMER & SONS LOCKSMITHS,							
KEYS	181.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	196548	378565		P 821 00060

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
PUBLIC WORKS	.....						
GBJ SALES LLC							
CLEANING SUPPLIES	159.35	CLEANING SUPPLIES	01.300.9115	196631	2733		P 821 00066
HELSEL-JEPPERSON							
FOREST FOOD PANTRY	317.65	REPAIR/MAINT MUNICIPAL B	01.300.9430	196555	847978		P 821 00072
BUILD MAIN SUPPLIES	307.94	REPAIR/MAINT MUNICIPAL B	01.300.9430	196632	848429		P 821 00075
	625.59	*VENDOR TOTAL					
MEADE, INC							
STREET LIGHT	2,133.00	STREET LIGHTING MAINTENA	01.300.9422	196607	691282		P 821 00093
MENARDS							
TAPE	14.96	PURCHASE-GENERAL TOOLS/E	01.300.9550	196562	78604		P 821 00098
TOOL BOX	9.88	PURCHASE-GENERAL TOOLS/E	01.300.9550	196563	78549		P 821 00097
WRENCH SET & WIRE STRIPP	24.43	PURCHASE-GENERAL TOOLS/E	01.300.9550	196608	78679		P 821 00099
	49.27	*VENDOR TOTAL					
MONARCH AUTO SUPPLY INC.							
2005 FORD F-350 #422	86.79	REPAIR & MAINTENANCE-VEH	01.300.9420	196661	6981-485722		P 821 00109
R&R MAINTENANCE FIRE & F							
2017 FORD F-250	60.00	REPAIR & MAINTENANCE-VEH	01.300.9420	196536	11984		P 821 00125
STATE TREASURER							
TRAFFIC SIGNALS	2,619.06	REPAIR/MAINT TRAFFIC SIG	01.300.9424	196652	58231		P 821 00135
STONY TIRE INC							
FLAT TIRE REPAIR	22.50	REPAIR & MAINTENANCE-VEH	01.300.9420	196537	1-152245		P 821 00136
UNIFIRST CORPORATION							
VILLAGE HALL MATS	92.57	REPAIR/MAINT MUNICIPAL B	01.300.9430	196643	0178146		P 821 00145
USABLUEBOOK							
BOOTS	209.99	PURCHASES-PERSONNEL EQUI	01.300.9590	196538	121088		P 821 00148
STEEL TOE SHOES	209.99	PURCHASES-PERSONNEL EQUI	01.300.9590	196577	128282		P 821 00150
	419.98	*VENDOR TOTAL					
	9,399.64	.....					
PARKS	.....						
DMC SECURITY SERVICES IN							
FOREST FIELD HOUSE	60.00	REPAIR/MAINT MUNICIPAL B	01.400.9430	196545	286814		P 821 00057
	60.00	.....					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
POLICE	.....						
A T & T MOBILITY							
287283789881	187.25	TELEPHONE	01.500.9120	196626	02082020		P 821 00002
AL WARREN OIL CO. INC.							
FUEL	1,062.32	GAS AND OIL	01.500.9210	196581	W1285331		P 821 00011
FUEL	1,672.50	GAS AND OIL	01.500.9210	196582	W1287598		P 821 00015
	2,734.82	*VENDOR TOTAL					
CAVE ENTERPRISES BK#106							
PRISONER MEALS	241.50	FOOD FOR PRISONERS	01.500.9226	196613	02/11/2020		P 821 00024
CINTAS							
SUPPLIES	348.69	OFFICE SUPPLIES	01.500.9111	196542	5015954150		P 821 00025
COEO SOLUTIONS LLC							
FEBRUARY 2020	98.95	TELEPHONE	01.500.9120	196590	1030566		P 821 00033
ELMER & SONS LOCKSMITHS,							
KEYS	20.00	PURCHASE-GENERAL TOOLS/E	01.500.9550	196549	378600		P 821 00061
FIRESTONE							
2013 POLICE INTERCEPTOR	151.83	REPAIR & MAINTENANCE-VEH	01.500.9420	196614	208779		P 821 00063
GLENN WHITE							
LODGING FLIGHT CANCELLED	226.76	TRAVEL LODGING MEALS - M	01.500.9182	196625	01/24/2020		P 821 00067
ILLINOIS ASSOCIATION OF							
2020 ILCAP CHIEF CONFERE	299.00	PERSONNEL TRAINING	01.500.9181	196616	5701		P 821 00080
LEXISNEXIS RISK SOLUTION							
DECEMBER 2019	150.00	DUES SUBSCRIPT. MEMBERSH	01.500.9140	196617	1377534		P 821 00089
MOTOROLA SOLUTIONS, INC							
PORTABLE RADIOS	32,963.43	COMMUNICATIONS EQUIPMENT	01.500.9688	196644	8280877493		P 821 00110
MUNICIPAL SYSTEMS, INC.							
JANUARY 2020	200.00	MUNICIPAL SYSTEMS	01.500.9153	196636	186663		P 821 00112
JANUARY 2020	541.67	MUNICIPAL SYSTEMS	01.500.9153	196637	18662		P 821 00111
	741.67	*VENDOR TOTAL					
NATIONAL ASSOC OF TOWN W							
NATIONAL NIGHT OUT	35.00	PUBLIC EDUCATION PROGRAM	01.500.9185	196533	10314		P 821 00114

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
POLICE	.....						
PITNEY BOWES PURCHASE PO							
POSTAGE	364.83	POSTAGE	01.500.9114	196597	01/21/2020		P 821 00123
R&R MAINTENANCE FIRE & F							
2013 FORD INTERCEPTOR	60.00	REPAIR & MAINTENANCE-VEH	01.500.9420	196535	12104		P 821 00128
UDOS CAR WASH							
JANUARY 2020	50.00	REPAIR & MAINTENANCE-VEH	01.500.9420	196619	212		P 821 00143
UNIFIRST CORPORATION							
POLICE DEPT MATS	92.41	REPAIR/MAINT MUNICIPAL B	01.500.9430	196642	0178147		P 821 00146
UNIVERSITY OF ILLINOIS							
CASE#2019-034 TESTING	100.00	MISCELLANEOUS	01.500.9891	196620	H0607		P 821 00147
VAN DRUNEN FORD CO.							
2013 FORD INTERCEPTOR	1,229.48	REPAIR & MAINTENANCE-VEH	01.500.9420	196621	FOCS66055		P 821 00151
	40,095.62	.....					
FIRE	.....						
AL WARREN OIL CO. INC.							
FUEL	675.87	GAS AND OIL	01.600.9210	196581	W1285331		P 821 00008
FUEL	931.57	GAS AND OIL	01.600.9210	196582	W1287598		P 821 00012
	1,607.44	*VENDOR TOTAL					
AT & T							
708 753 2442 266 1	189.33	UTILITIES	01.600.9180	196600	708753244201		P 821 00017
COEO SOLUTIONS LLC							
FEBRUARY 2020	98.95	TELEPHONE	01.600.9120	196590	1030566		P 821 00035
COMCAST							
8771 40 050 0180817	155.80	MAINTENANCE-STATION #1	01.600.9431	196602	01/23/20		P 821 00045
8771 40 050 0000973	50.62	MAINTENANCE-STATION #1	01.600.9431	196664	01/28/2020		P 821 00047
	206.42	*VENDOR TOTAL					
DARREN FRIES							
5 ELECTRICAL INSPECTIONS	200.00	PART TIME INSPECTORS	01.600.9012	196551	01/31/2020		P 821 00054
ELECTRICAL INSPECTIONS	200.00	PART TIME INSPECTORS	01.600.9012	196603	01/31/2020A		P 821 00055
ELECTRICAL INSPECTIONS	200.00	PART TIME INSPECTORS	01.600.9012	196615	02/07/2020		P 821 00056
	600.00	*VENDOR TOTAL					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
FIRE	.....						
FLEET SAFETY SUPPLY							
VEH MAINT PARTS	133.47	REPAIR & MAINTENANCE-VEH	01.600.9420	196550	74157		P 821 00064
HELSEL-JEPPERSON							
STA 1 EXHAUST	14.16	MAINTENANCE-STATION #1	01.600.9431	196556	848065		P 821 00074
STA 1 EXHAUST	148.22	MAINTENANCE-STATION #1	01.600.9431	196557	848037		P 821 00073
	162.38	*VENDOR TOTAL					
HOMEWOOD DISPOSAL SERVIC							
336 ARQUILLA DR	75.00	MISCELLANEOUS	01.600.9891	196605	6855205		P 821 00078
ILLINOIS LIQUOR CONTROL							
ELECTRIC REPAIR #20	26.32	REPAIR & MAINTENANCE-VEH	01.600.9420	196610	78431		P 821 00081
INGALLS OCCUPATIONAL HEA							
ARMSTRONG/JONATHAN	359.00	PHYSICALS	01.600.9186	196634	286849		P 821 00083
KURTZ AMBULANCE SERVICE							
JANUARY 2020	5,662.83	CONTRACT SERVICES	01.600.9020	196635	10440		P 821 00086
LEXIPOL, LLC							
TRAINING MATERIALS	4,218.00	PERSONNEL TRAINING	01.600.9181	196649	32633		P 821 00088
MENARDS							
EQUIP & SUPPLIES	122.25	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	196560	782000		P 821 00094
STA 2 GAS LEAK REPAIR	15.87	MAINTENANCE-STATION #2	01.600.9432	196561	78206		P 821 00095
STA 1 SUPPLIES	39.53	MAINTENANCE-STATION #1	01.600.9431	196665	78815		P 821 00100
	177.65	*VENDOR TOTAL					
MIDWEST AIR PRO INC							
STA 1 EXHAUST REPAIR	3,850.00	MAINTENANCE-STATION #1	01.600.9431	196584	13609		P 821 00103
MONARCH AUTO SUPPLY INC.							
VEH MAINT PART	2.68	REPAIR & MAINTENANCE-VEH	01.600.9420	196566	6981-484465		P 821 00107
RADIATOR HOSE	41.15	REPAIR & MAINTENANCE-VEH	01.600.9420	196666	6981-482367		P 821 00104
VEH MAINT PARTS	355.07	REPAIR & MAINTENANCE-VEH	01.600.9420	196667	6981-485339		P 821 00108
	398.90	*VENDOR TOTAL					
O'NEILL CUSTOM HOMES INC							
EXHAUST FAN	1,425.00	MAINTENANCE-STATION #1	01.600.9431	196668	106M345		P 821 00119
PITNEY BOWES PURCHASE PO							
POSTAGE	523.67	POSTAGE	01.600.9114	196597	01/21/2020		P 821 00122

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
FIRE	.....						
R&R MAINTENANCE FIRE & F							
2004 HME LADDER #21	360.00	REPAIR & MAINTENANCE-VEH	01.600.9420	196611	12100		P 821 00127
BATTERY MAINT #21	1,800.00	REPAIR & MAINTENANCE-VEH	01.600.9420	196612	12092		P 821 00126
	2,160.00	*VENDOR TOTAL					
TARGETSOLUTIONS							
ANNUAL TRAINING SOFTWARE	2,778.42	PERSONNEL TRAINING	01.600.9181	196599	TSINV34130		P 821 00138
WHOLESALE DIRECT INC.							
CONNECTER	29.95	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	196579	000243579		P 821 00154
	24,682.73	.....					
SENIOR CENTER FUND	.....						
AT & T							
708 753 2439 524 8	100.88	TELEPHONE/INTERNET	01.800.9120	196540	708753243901		P 821 00016
MENARDS							
SENIOR CTR BASEMENT LIGH	19.97	REPAIR/MAINT BUILDINGS	01.800.9430	196609	78534		P 821 00096
NICOR GAS							
74 66 15 1000 3	235.98	UTILITIES	01.800.9180	196534	01/24/2020		P 821 00115
	356.83	.....					
CORPORATE FUND	147,233.16	**TOTAL FUND**					
WATER ACCOUNT		**********					
SEWER & WATER EXPENDITURES	.....						
AIRGAS NORTH CENTRAL , I							
REFILLS	569.14	PURCHASE-GENERAL TOOLS/E	10.110.9550	196627	99685483852		P 821 00007
AL WARREN OIL CO. INC.							
FUEL	129.61	GAS AND OIL	10.110.9210	196581	W1285331		P 821 00009
FUEL	550.98	GAS AND OIL	10.110.9210	196582	W1287598		P 821 00013
	680.59	*VENDOR TOTAL					
COEO SOLUTIONS LLC							
FEBRUARY 2020	98.95	TELEPHONE	10.110.9120	196590	1030566		P 821 00034

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
WATER ACCOUNT		**********					
SEWER & WATER EXPENDITURES	.....						
COM ED							
0143096066	95.23	UTILITIES	10.110.9180	196601	02/04/20		P 821 00041
0831121030	686.13	ENERGY FOR PUMPING	10.110.9223	196628	02/03/2020A		P 821 00040
	781.36	*VENDOR TOTAL					
COMPLETE DIESEL CARE INC							
2004 INT 7400	883.94	REPAIR & MAINTENANCE-VEH	10.110.9420	196594	6494		P 821 00048
CONSTELLATION NEW ENERGY							
0691025055	1,869.63	ENERGY FOR PUMPING	10.110.9223	196630	02/11/2020		P 821 00049
CORE & MAIN							
METERS	3,091.92	WATER METER PROGRAM	10.110.9637	196583	L51356		P 821 00050
CORE INTEGRATED MARKETIN							
METERS	3,840.00	WATER METER PROGRAM	10.110.9637	196646	L844609		P 821 00051
DACAV INDUSTRIES							
PUBLIC WORKS APPAREL	266.00	PURCHASE-PERSONNEL EQUIP	10.110.9590	196546	9851		P 821 00052
GALLAGHER MATERIAL CORP							
UPM COLD PATCH	648.52	MAINT - MUNICIPAL GROUND	10.110.9441	196604	14244		P 821 00065
GOLDY LOCKS INC							
REAR DOOR PUMP STA 2	1,131.79	REPAIR/MAINT MUNICIPAL B	10.110.9430	196552	02/05/2020		P 821 00068
ILLINOIS SECTION AWWA							
WADE DORNAN YUKNIS	168.00	PERSONNEL TRAINING	10.110.9181	196529	200048750		P 821 00082
LYNWOOD TIRE							
2010 FORD F150	1,147.13	REPAIR & MAINTENANCE-VEH	10.110.9420	196530	93521		P 821 00091
2014 FORD F-150	25.00	REPAIR & MAINTENANCE-VEH	10.110.9420	196606	93116		P 821 00090
	1,172.13	*VENDOR TOTAL					
METROPOLITAN INDUSTRIES,							
FIELD SURFACE	700.00	REPAIR/MAINT - SEWER SYS	10.110.9450	196532	INV013728		P 821 00102
NICOR GAS							
24 77 37 1000 9	170.93	UTILITIES	10.110.9180	196569	01/28/20		P 821 00118
PITNEY BOWES PURCHASE PO							
POSTAGE	613.53	POSTAGE	10.110.9114	196597	01/21/2020		P 821 00124

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
WATER ACCOUNT		**********					
SEWER & WATER EXPENDITURES	.....						
RED WING SHOES							
YUKNIS/LARRY	276.58	PURCHASE-PERSONNEL EQUIP	10.110.9590	196638	49-1-64604		P 821 00131
JACKSON/KIM	245.78	PURCHASE-PERSONNEL EQUIP	10.110.9590	196639	49-1-65886		P 821 00133
NUNN/JOSHUA	202.39	PURCHASE-PERSONNEL EQUIP	10.110.9590	196640	49-1-65547		P 821 00132
DORNAN/DOUG	231.58	PURCHASE-PERSONNEL EQUIP	10.110.9590	196641	49-1-64564		P 821 00130
	956.33	*VENDOR TOTAL					
SUBURBAN LABORATORIES, I							
WATER SAMPLES	90.00	CONTRACT SERVICES	10.110.9020	196531	1731932		P 821 00137
THORNCREEK MATERIAL							
REISSUE CK #36935 LOST	1,058.61	MAINT - MUNICIPAL GROUND	10.110.9441	196598	23984A		P 821 00142
USABLUEBOOK							
ADAPTER	317.70	REPAIR/MAINT - WATER SYS	10.110.9411	196578	126585		P 821 00149
	19,109.07	.....					
WATER ACCOUNT	19,109.07	**TOTAL FUND**					
FEDERAL FORFEITURE FUND		**********					
FEDERAL FORFEITURE EXPEND	.....						
RADARSIGN, LLC							
SIGN & BRACKET	4,163.25	FORFEITURE FUND EXPENDIT	12.222.9605	196651	10175		P 821 00129
	4,163.25	.....					
FEDERAL FORFEITURE FUND	4,163.25	**TOTAL FUND**					
GLENWOODIE GOLF COURSE		**********					
GOLF COURSE MAINTENANCE	.....						
JTR							
SERVICE REPAIR 01/27/20	685.79	REPAIR/MAINT BUILDINGS	70.771.9430	196558	66906		P 821 00084
MENARDS							
BUILD MAINT SUPPLIES	151.54	REPAIR/MAINT BUILDINGS	70.771.9430	196622	78999		P 821 00101
MONARCH AUTO SUPPLY INC.							
OIL & FILTER	67.58	GAS AND OIL	70.771.9210	196564	6981-483293		P 821 00105

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
GLENWOODIE GOLF COURSE		**********					
GOLF COURSE MAINTENANCE	.....						
MONARCH AUTO SUPPLY INC.							
OIL	33.38	GAS AND OIL	70.771.9210	196565	6981-483324		P 821 00106
	100.96	*VENDOR TOTAL					
TCF EQUIPMENT FINANCE							
TORO GROUNDMASTER	688.79	EQUIPMENT LEASE PAYMENTS	70.771.9838	196571	6375276		P 821 00141
ULINE LAWN EQUIPMENT							
SPARK PLUG	31.56	REPAIR & MAINTENANCE-VEH	70.771.9420	196623	161202		P 821 00144
WELLS FARGO FINANCIAL							
MARCH 2020	286.52	EQUIPMENT LEASE PAYMENTS	70.771.9838	196624	5009083498		P 821 00153
	1,945.16	.....					
GENERAL & ADMINISTRATIVE	.....						
A T & T MOBILITY							
287283789881	76.46	TELEPHONE	70.773.9120	196626	02082020		P 821 00003
ACUSHNET COMPANY							
PLAYERS CLUB	1,811.09	COGS-SPECIAL ORDERS	70.773.9707	196574	908594918		P 821 00004
TAG: SZYMANSKI JOHN	281.16	COGS-SPECIAL ORDERS	70.773.9707	196575	908599959		P 821 00006
GOLF SHOES	58.06	COGS-SPECIAL ORDERS	70.773.9707	196576	908599765		P 821 00005
	2,150.31	*VENDOR TOTAL					
COEO SOLUTIONS LLC							
FEBRUARY 2020	98.95	TELEPHONE	70.773.9120	196590	1030566		P 821 00036
COM ED							
3619096019	214.60	UTILITIES	70.773.9180	196657	01/15/2020B		P 821 00038
COMCAST							
8771 40 050 0150208	670.05	UTILITIES	70.773.9180	196580	01/09/2020A		P 821 00043
NALCO WATER PRETREATMENT							
QTRLY DEIONIZER RENTAL	51.00	REPAIR/MAINT BUILDINGS	70.773.9430	196662	2414627		P 821 00113
NICOR GAS							
20 54 67 1809 7	711.92	UTILITIES	70.773.9180	196567	01/27/2020		P 821 00117
TAYLOR MADE GOLF COMPANY							
BEANIES	45.16	COGS-SPECIAL ORDERS	70.773.9707	196572	34049256		P 821 00140

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
GLENWOODIE GOLF COURSE		**********					
GENERAL & ADMINISTRATIVE	.....						
TAYLOR MADE GOLF COMPANY							
BEANIES	45.16	COGS-SPECIAL ORDERS	70.773.9707	196573	3404662		P 821 00139
	90.32	*VENDOR TOTAL					
VILLAGE OF GLENWOOD WATE							
JANUARY 2020	212.25	UTILITIES	70.773.9180	196663	02/05/2020		P 821 00152
	4,275.86	.....					
FOOD AND BEVERAGE	.....						
CLARA'S CATERING							
DEJOHN LEE VIEWING PARTY	1,325.60	BANQUET CATERING	70.775.9722	196654	02/08/20		P 821 00028
LATASHA & LAJOYA'S 60TH	1,052.49	BANQUET CATERING	70.775.9722	196655	01/25/20		P 821 00027
KITCHEN DEEP CLEAN	900.00	CATERING EMPLOYEES	70.775.9013	196656	02/09/20		P 821 00029
LINEN DEJOHN LEE VIEWING	104.00	LINEN SERVICE	70.775.9704	196669	02/12/20		P 821 00030
	3,382.09	*VENDOR TOTAL					
CLEAROLIE JONES							
KITCHEN SUPPLIES	493.40	MISC-FOOD SUPPLIES	70.775.9739	196653	02/10/20		P 821 00031
ECOLAB							
MACHINE RENTAL	152.20	EQUIPMENT RENTAL	70.775.9433	196547	6253829128		P 821 00059
GREAT LAKES COCA-COLA							
DELIVERY 01/31/2020	333.60	COGS-ALCOHOLIC BEVERAGE	70.775.9738	196658	858210057		P 821 00070
HELGET GAS PRODUCTS							
CO2 REFILLS	96.41	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	196554	01544785		P 821 00071
KINNEY'S KLEENING							
DEC 2019 & JAN 2020	2,425.00	CLEANING SERVICES	70.775.9115	196659	4178		P 821 00085
	6,882.70	.....					
GLENWOODIE GOLF COURSE	13,103.72	**TOTAL FUND**					
TIF HALSTED SOUTH		**********					
TIF HALSTED SOUTH	.....						
NICOR GAS							
85 76 12 5999 4	367.78	TIF DISTRICT EXPENSES	73.730.9631	196568	01/27/20		P 821 00116
	367.78	.....					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
TIF HALSTED SOUTH		**********					
TIF HALSTED SOUTH	367.78	**TOTAL FUND**					
AAAA	183,976.98	*TOTAL APPROVAL PLAN					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	183,976.98						

RECORDS PRINTED - 000154

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	147,233.16
10	WATER ACCOUNT	19,109.07
12	FEDERAL FORFEITURE FUND	4,163.25
70	GLENWOODIE GOLF COURSE	13,103.72
73	TIF HALSTED SOUTH	367.78
TOTAL ALL FUNDS		183,976.98

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BLUE	CORPORATE	147,233.16
FED	FEDERAL FORFEITURE FUND	4,163.25
GREN	WATER	19,109.07
RED	GLENWOODIE GOLF COURSE	13,103.72
TIFS	TIF HALSTED SOUTH	367.78
TOTAL ALL BANKS		183,976.98

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

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

.....

.....

CITIZENS

Payment due 01/08/2020

Ronald Gardiner

$29.77	01.100.9182	Gabes

$29.77

Brian Mitchell

$0.00

Kevin Welsh

-$27.95	credit	Fraud
-$399.23	credit	Retunred
-$365.60	credit	Fraud
-$32.00	credit	Fraud
$50.00	01.600.9181	Certification Glover
$250.00	cancelled	Paid MABAS Conference
-$250.00	cancelled	Paid MABAS Conference

-$774.78

Linda Brunette

$391.64	01.100.9118	X-Mas Party
$28.02	01.100.9118	X-Mas Party
$15.00	01.100.9634	Software Social Media

$434.66

Donald Stone

$0.00

Derek Peddycord

$420.95	01.500.9182	Travel
$60.00	01.500.9891	2 Commendations
$50.00	01.500.9140	IDI

$530.95

Phillip Robbins

$22.00	70.773.9144	Shipping
$53.46	70.775.9430	Dnace floor edging
$15.00	70.775.9175	Marketing
$119.88	70.773.9634	Software
$100.00	70.775.9175	Marketing
$124.09	70.775.9175	Marketing
$20.50	70.773.9111	Office supplies
$10.99	70.773.9111	Office supplies

$465.92

Harrison Maddox

$18.23	01.300.9114	Shipping
$47.84	01.300.9115	Cleaning supplies
$268.21	01.300.9617	Holiday Decorations
$329.00	01.300.9617	Village Hall tree kit
$60.00	01.300.9210	Kerosene
$6.27	01.300.9430	Item repair
$94.52	01.300.9441	Flag pole install
$188.47	01.300.9111	Office supplies
$50.00	01.300.9182	I Pass

$1,062.54

$1,749.06

Citizens
Commercial Banking®

Transactions | Pay Bill | Update Profile | Account Services

Account Detail | Admin Services

Last Sign On:
17:11 on Jan 08, 2020
Glenwood(3314)

Enroll Another Account

Messages

Messages From Bank
Quicken Instructions
Browser Requirements

Messages From Company
Welcome to Credit Care

View All Messages

Download Center

Go to Download Files Inbox

Account Summary

Company Name:
VILLAGE OF GLE...

Account Type	Corporate
Total Credit Line	$41,000.00
New Balance	$6,913.32
Available Credit	$33,903.97
Amount Overlimit	$0.00

View Online Statements

Billing Summary

Billing Cycle	17
Payment Due Date	Feb 10 2020
Min. Payment Due	$28.96
Past Due Amount	$0.00
Last Statement Date	Jan 17 2020
Last Payment Date	Jan 09 2020

Pay Online

Rewards Summary

Points As Of	02/05/20
Everyday Points Earned from Business Card	21,611.02
Total Everyday Points Available	21,611.02

Additional Points Information & Redemption

My Profile

VILLAGE OF GLENWOOD
E-mail: mfernandez@...
1 ASSELBORN WAY
GLENWOOD, IL 6042514...
Home Phone 0000000000
Work Phone 7087532400

Update Profile

Transaction Details

Sign Off

Return to Transactions List

Transaction Details

Merchant Information
GABES PLACE
GLENWOOD , IL 000060425

Reference Number
05227029319200052416804

Country Code
US - United States

Merchant Category Code
5812

Merchant Category Code Description
EATING PLACES, RESTAURANTS

Transaction Date	11/15/2019
Posted On	11/18/2019
Transaction Type	Purchase
Transaction Indicator	Debit
Amount	$29.77
Currency	US Dollar (USD)

Additional Transaction Information

Cardholder Name:	RONALD J GARDINER
Original Account Number:	xxxx-xxxx-xxxx-7033

FAQs | Security & Privacy & Legal | Contact Us | Browser Requirements

Schedule of Bills Recap

Board Meeting 02/18/2020

Corporate Schedule of Bills	$	147,233.16
Citizens	$	1,283.14
Total Bills Payable 02/18/2020	$	148,516.30

Glenwoodie Golf Course	$	13,103.72
Citizens	$	465.92
Total Bills Payable 02/18/2020	$	13,569.64

Fund	Disbursements	
Corporate	$	148,516.30
Sewer & Water	$	19,109.07
Federal Forfeiture Fund	$	4,163.25
Glenwoodie Golf Course	$	13,569.64
TIF Halsted South	$	367.78
Total All Funds	$	185,726.04

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

DATE _____ APPROVED BY :

_____

_____

_____

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 Village of Glenwood, IL ("Owner") and Robinson Engineering, Ltd. ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Construction of a Levee Along Thorn Creek at Arquilla Park** including restoration and Village of Glenwood, IL owned utility adjustments/relocations, all in Glenwood, IL ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Preparation of construction drawings, specification and details ("Construction Documents") for construction of a levee along Thorn Creek at Arquilla Park consistent with *The Little Calumet River Detailed Water Shed Plan* identified alternative THCR-G1 & the Intergovernmental Agreement for the Project between the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") and the Village of Glenwood, IL of an effective date of June 14, 2016 including civil, structural and geotechnical engineering services; and, construction observation services for same.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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 Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services underthis Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
   1. any development that affects the scope or time of performance of Engineer's services;
   2. the presence at the Site of any Constituent of Concern; or
   3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, 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 Engineer, 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 or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's 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

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 and payable within thirty (30) days of 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 Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of one percent (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 (7) days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; 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

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity 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, then Owner agrees to obtain an independent cost estimate.

5.02 Deleted

5.03 Opinions of Total Project Costs

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

ARTICLE 6 – GENERAL CONSIDERATIONS

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 any services performed or furnished by Engineer.

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 retain 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. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, 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. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
   a. changes after the Effective Date to Laws and Regulations;
   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom 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 document.

G. Deleted.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's 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

Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the 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 Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 Use of Documents

A. All Documents are instruments of service, 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.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. 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 due and owing 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.

D. 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 Electronic Transmittals

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

A. Engineer shall procure and maintain insurance 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.

1. Workers' Compensation:	Statutory
2. Employer's Liability – Each Accident:	$ 1,000,000
3. General Liability –	
a) Each Occurrence (Bodily Injury and Property Damage):	$ 1,000,000
b) General Aggregate:	$ 2,000,000

4. Excess or Umbrella Liability --
   a) Each Occurrence: $ 3.000,000
   b) General Aggregate: $ 3,000,000
5. Automobile Liability --Combined Single Limit
   (Bodily Injury and Property Damage): Each Accident $ 1,000,000
6. Professional Liability –
   a) Each Claim Made $ 2,000,000
   b) Annual Aggregate $ 2,000,000

B. Owner shall procure and maintain insurance as set forth below. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
1. Workers' Compensation: Statutory
2. Employer's Liability -- Each Accident: $ 1,000,000
3. General Liability --
   a) Each Occurrence (Bodily Injury and Property Damage): $ 1,000,000
   b) General Aggregate: $ 2,000,000
4. Excess or Umbrella Liability --
   a) Each Occurrence: $ 3.000,000
   b) General Aggregate: $ 3,000,000
5. 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, 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 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 Paragraph 6.05.A 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, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

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 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

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 Paragraph 6.05.A 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 Paragraph 6.05.A above will be supplemented to incorporate these requirements.

6.06 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 Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
   3) Engineer shall have no liability to Owner on account of such termination.
   c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.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, by Owner effective upon Engineer's receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph 6.06.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 6.06, 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.
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 6.06.D.1, to invoice Owner and receive 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.

6.07 Controlling Law

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 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 6.08.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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party 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 6.08.C shall appear in the Construction Contract Documents.

6.09 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 at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.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 Inc. (71 S. Wacker Drive, Suite 3090, 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.

6.10 Environmental Condition of Site

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. 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.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent 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 such portion of the Project is no longer affected.

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 seven 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.

6.11 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment 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.

This indemnification provision is subject to and limited by the following provisions:

1. Engineer's Liability Limited to Amount of Insurance Proceeds Available: Engineer shall procure and maintain insurance as required by and set forth in this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, 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), up to the amount of insurance required under this Agreement and available.
2. Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, 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 and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to the cost of replacements, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.
3. Engineer Negligence Only: Indemnification by Engineer extends only to those losses, damages and judgments caused by any negligent act or omission of Engineer or Engineer's offices, directors, members, partners, agents employees, or Consultants.

B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, 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 Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) 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, damages, action, or judgment 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. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, 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.

F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, 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 this Agreement or the Project, from any cause or causes.

6.12 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five (5) years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 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 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 Laws and Regulations, 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 definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. 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.
3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. 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.
6. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that 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. §§5501 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.; or (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.
9. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. Construction Contract Times—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. 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 property; 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. Construction Cost is one of the items comprising Total Project Costs.
14. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. 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.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. 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.
20. Engineer—The individual or entity named as such in this Agreement.
21. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. Owner—The individual or entity named as such in this Agreement and for which 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.
24. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based 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.
26. Reimbursable Expenses—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. 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. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit A.
28. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. 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.
33. 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 Construction 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.
34. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, 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 a Subcontractor.
35. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, 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.
36. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Day: 1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

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.
D, Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
Special Provisions (if any)

8.02 Total Agreement

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

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 this Agreement 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

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

By:_____

Title:_____

Date Signed: _____

Attest:_____

ROBINSON ENGINEERING, LTD.

By:_____

Title:_____

Date Signed: _____

Attest: _____

EXHIBIT A

Engineer's Services

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, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
   a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of agreed upon potential solutions.
   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify the alternative solutions that, in the Engineer's opinion, are reasonably available to Owner
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables identified in the Special Provisions
15. Furnish three (3) review copies of the Report and any other Study and Report Phase deliverables to Owner when completed and review it with Owner. Within thirty (30) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within thirty (30) days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) 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. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. 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.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Where appropriate, obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables as identified in the Special Provisions
10. Furnish three (3) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner when completed and review them with Owner. Within thirty (30) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase 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 thirty (30) days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

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 Preliminary Design Phase 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. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. 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; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables as identified in the Special Provisions.
10. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within thirty (30) days of completion and review them with Owner. Within thirty (30) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of such documents to Owner within thirty (30) 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 Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement 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, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables as identified in the 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 shall be as assigned in the Construction Contract. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to

furnish or perform services contrary to Engineer's responsibilities as a licensed professional. 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 agreed upon.

2. Resident Project Representative (RPR): The Engineer shall furnish an RPR to assist Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. 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.
8. 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.
9. 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 the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction 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 Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
    b. The purpose of Engineer's visits to the Site, 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 Construction 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 Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. 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.
16. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction 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.
18. 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.
19. Inspections and Tests:
    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction 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 Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. 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. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. 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 Construction 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 Construction 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 the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
    b. By recommending 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. 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 the Work, 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 money paid to Contractor by Owner; to determine that title to any portion of the Work, including 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.
22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. 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 Site to review the Work and determine the status of completion. Follow the procedures

in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables as identified in the Special Provisions
25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.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.
26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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.D, 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.

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, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
   2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
   3. Perform or provide the following other Post-Construction Phase tasks or deliverables as identified in the Special Provisions.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A or by other mutual agreement, will terminate three (3) months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
   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 existing conditions or facilities, to conduct tests or investigations of 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 the Project's 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 Construction 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 agreed to in Paragraph A1.01.A.1 and 2.
   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, including services in support of building information modeling or civil integrated management.
   7. Undertaking investigations and studies including, but not limited to:
      a. detailed consideration of operations, maintenance, and overhead expenses;
      b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
      c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
e. detailed quantity surveys of materials, equipment, and labor; and
f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. 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 documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

A. Engineer shall advise Owner that Engineer is commencing 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 to cease 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 arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. 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.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) 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. Utility and topographic mapping and surveys.
   4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
   5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
   6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
   7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. 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.

F. 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 (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), 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 money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

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. 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.

J. 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.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then 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.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. 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.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, asrequired.

T. Perform or provide the following other Owner responsibilities listed in the Special Provisions.

EXHIBIT C

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) – Lump Sum 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. **A Lump Sum amount not to exceed Two Hundred Ninety Thousand Dollars ($290,000).**.
   2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
   3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
   4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses as shown on Appendix 1; courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and will also include expenses incurred for the use of highly specialized equipment.
   5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
   6. Reimbursable Expenses Schedule will be adjusted annually (as of 1st of April for each calendar year) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Deleted
C2.03 Deleted

C2.04 Compensation for Resident Project Representative Basic Services – 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 A1.05.A & A1.06A 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 shown on Appendix 1** 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 is based upon periodic RPR services on an eight-hour workday, Monday through Friday, over original term of the Construction Contract. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

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 expenses identified in Appendix 1; courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and 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 as shown on Appendix 1.
   4. Reimbursable Expenses Schedule will be adjusted annually (as of 1st of January for 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 as shown on Appendix 1.
   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. Estimated Compensation Amounts:
      a. 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.
   4. 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 shown on Appendix 1** 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 expenses identified in Appendix 1; courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and 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 as shown on Appendix 1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of the 1st of January for 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 as shown on Appendix 1.
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

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

A. *Standard Hourly Rates:*
   1. Standard Hourly Rates are set forth in this Appendix 1 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 January 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:

CLASSIFICATION	RATE
Principal Engineer 1 / 2	$198.00 / $200.00
Senior Project Manager 1 / 2	$174.00 / $188.00
Senior Structural Engineer	$184.00
Senior Engineer 1 / 2 / 3	$158.00 / $168.00 / $172.00
Project Engineer 1 / 2 / 3 / 4	$117.00 / $128.00 / $137.00 / $147.00
Project Manager 1 / 2 / 3	$128.00 / $137.00 / $147.00
Engineering Technologist 1 / 2 / 3	$95.00 / $109.00 / $120.00
Engineering Technician 1 / 2	$102.00 / $115.00
Chief Land Surveyor	$158.00
Land Surveyor 1 / 2 / 3	$115.00 / $131.00 / $142.00
Surveying Technologist 1/ 2	$102.00 / $115.00
Planner	$126.00
Grant Writer 1 / 2	$89.00 / $109.00
Project Developer 1 / 2 / 3	$102.00 / $136.00 / $159.00
GIS Coordinator	$153.00
GIS Developer	$125.00
GIS Technologist	$100.00
CAD Manager	$136.00
CAD Designer	$126.00
CAD Technologist 1 / 2	$94.00 / $109.00
Resident Engineer 1 / 2 / 3	$123.00 / $136.00 / $149.00
Resident Engineer Representative 1 / 2 / 3	$123.00 / $128.00 / $133.00
Field Superintendent	$154.00
Assistant Field Supt.	$142.00
Field Crew Chief	$115.00
Field Crew Member 1 / 2	$74.00 / $90.00
Operations Manager	$137.00
Operations Coordinator	$97.00
Operator 1 / 2 / 3	$83.00 / $88.00 / $93.00
IT Coordinator	$136.00
IT Technologist	$102.00
Administrative 1 / 2	$75.00 / $86.00
Project Administration	$102.00
Intern	$50.00

Reimbursable & Consultant Expenses – at expense times of a factor of 1.05

EXHIBIT D

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

ARTICLE 1 – SERVICES OF ENGINEER

D1.01 Resident Project Representative

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. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison:
   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings and Samples:
   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work:
   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
   b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
   c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. Inspections, Tests, and System Start-ups:
   a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. Records:
    a. Maintain orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
    b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
    c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
    d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
    e. Maintain records for use in preparing Project documentation.
    f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
12. Reports:
    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
    b. Assist Engineer with proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
    c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
    d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion:
    a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
    b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
    c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning the acceptability of the Work.

D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Special Provisions

Section 6.11.A Indemnifications by the Engineer is amended to include the following agreement of parties for the inclusion of an additional paragraph after "...or Consultants." and inserted before "This indemnification provision..." as follows:

To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless MWRDGC, and MWRDGC's officers, commissioners, directors, members, agents, consultants, and employees from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC party and arise out of or are in any way related to Engineer's services provided under this agreement.

As such, the first four words of the first sentence in the now third paragraph of this section is changed from "This indemnification provision is..." to read "These indemnification provisions are...".

Exhibit A of the Agreement is amended to include the following agreement(s) of the parties:

Engineer shall otherwise provide the following select services to Owner cross-referenced to the here below indicated Sections of the Intergovernmental Agreement (herein after "IGA") for the Construction and Perpetual Maintenance of a Levee along Thorn Creek at Arquilla Park between the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") and the Village of Glenwood ("Owner"), executed by all parties with an effective date of June 14, 2016 as follows:

Sec. 2.2 Engineer shall prepare construction drawings, specifications, and details for the Project.

Sec. 2.6 Engineer shall provide 1) preliminary engineering for the Project, and 2) prepare a cost analysis for the design and construction costs for the Project. Engineer shall invoice for these services in manner that allows Owner to discretely identify these services and related costs.

Sec. 2.7 Engineer shall prepare an Operations and Maintenance Plan (herein after "O&M Plan") for the improvements to be constructed by the Village in connection with the Project.

Sec. 2.8 Engineer shall provide Owner with a copy of 98% Construction Documents and O&M Plan for the submission by Owner to MWRDGC.

Sec. 2.10 Where Engineer deems appropriate, Engineer shall incorporate the MWRDGC's review comments into a set of final Construction Documents and final O&M Plan.

Sec. 2.14-5 Engineer shall incorporate MWRDGC's Purchasing Act, 70 ILCS 2605/111.1-11.24, the MWRDGC's Multi-Project Labor Agreement and Memorandum of Understanding, as well as the MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinances, as minimum requirements, in Construction Documents.

Sec. 2.15 Engineer shall incorporate a requirement in the Construction Documents that contractors on the Project comply with the Prevailing Wage Act, 820 ILCS 1300.01 *et seq.*

Sec. 2.19 Engineer shall provide Construction Observation and Administrative Support for the Project as enumerated in Exhibit A of this Agreement.

Sec. 3.1 Consistent with Engineer's services otherwise enumerated in this Agreement, Engineer shall assist Owner in preparing application for such federal, state, and county permits as may be required by law for the construction of the Project

Sec. 3.2 Consistent with Engineer's services otherwise enumerated in this Agreement, Engineer shall assist Owner in preparing such permit applications for permits necessary for Owner's performance of maintenance work set forth in the O&M Plan.

Sec. 4.6 Engineer shall prepare such Plats of Easement, for execution by the Owner and affected property owners, where permanent easements are required for maintenance and access of Project improvements on private property.

Sec. 7.1 Engineer shall assist Owner in preparing the Advertisement for Bid.

Sec. 7.2 Engineer shall include in the Contract Documents a requirement that the Contractor provide the Owner with a construction schedule for the Project. Engineer shall also assist Owner in identifying 1) the start of project construction work, substantial completion of project construction work, and the completion of project construction work.

Sec. 13.2 Engineer shall include in the Contract Documents a requirement that contractors on the Project add every MWRDGC Party as an additional indemnitee for the Project work to defend, indemnify, and hold harmless the MWRDGC from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC party and arise out of or are in any way related to: 1) the Contract Work; or 2) the exercise of any right, privilege, or authority granted by the Owner (Village of Glenwood, IL) to its contractor(s) contractors under the IGA.

The Engineer shall also include in the Contract Documents a requirement that the contractors on the project provide the MWRDGC with a certificate of insurance prior to the commencement of any work by said contractors. Engineer shall also provide said certificate of insurance.

Article 19 Engineer shall prepare a full sized set (24" x 36"), unbounded on vellum, of "As-Built" drawings for the Project.