


Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, IL 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

Village Administrator Memorandum 69-14

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator 

DATE: October 31, 2014

RE: Village Board Meeting – November 4, 2014

The following summary discusses the agenda items for the Village Board meeting scheduled for November 4, 2014:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

Any item may be removed from the consent agenda by request.

A. Motion to approve Minutes from the October 21, 2014 Village Board Meeting

Please review the enclosed minutes from the October 21 Board meeting. Staff recommends approval. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions.

B. Motion to approve Bills & Salaries dated November 4, 2014

Please refer to the enclosed spreadsheet, which lists the bills to be approved. If you need additional information about any of these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

5. ITEMS FOR APPROVAL

A. Motion to approve Ordinance 22-2014, an Ordinance approving a sign package and sign modifications for Pod 4 of the Conservancy Development

Gilberts Development LLC has requested approval of a sign package that would allow development signage around the perimeter of the Conservancy Development. The annexation agreement for the Conservancy did not provide details on development signage and UDO Section 10-9-2, Paragraph N-2 provides a mechanism for approving a development sign package that may deviate from the terms of the sign code.

Public Works Facility
Finance & Building Departments
73 Industrial Drive, Gilberts, IL 60136
Ph. 847-428-4167 Fax: 847-551-3382

Police Department
86 Railroad St., Gilberts, IL 60136
Ph. 847-428-2954 Fax 847-428-4232

Gilberts Development LLC requested the package to promote the revived development and the homes to be built there by Ryan Homes. The requested signs include:

1. Four double-faced signs that are 2' x 2' (sign A) to be located along the north side of Freeman Road in the vicinity of Blue Astor Parkway, the entrance to Pod 4.
2. One 3'x 3' (9 square-foot area) information center sign (B) to be located on the west side of Blue Astor Parkway, providing information about the information center to be located in one of the house models to be built by Ryan Homes.
3. One 1' x 1' entrance sign (C) and one double-sided 2' x 2' sales center sign (D) as directional signage for the information center model.
4. One brochure box on a post (E) at the information center model.
5. Model name signs (15" x 42") (F and G) to be placed in front of the model homes.

Gilberts Development LLC also requests modifications from UDO Section 10-9-2, Paragraph J, which controls temporary construction signs for a development. The UDO normally allows one fifty square foot sign per road frontage to be located on the property to be developed. The developer is asking for:

4. A fourth sign to be located at the corner of Galligan and Freeman Roads, in addition to the signs that would otherwise be allowed on Galligan, Freeman and Huntley Roads.
5. The signs can be increased in size from 50 square feet to 64 square feet (8' x 8') with an additional 12 square-foot (1.5' x 8') directional signs added to the bottom.
6. The signs can be placed around the perimeter of the Conservancy development on property that is owned by Gilberts Development LLC, rather than on the Pod 4 lots that are at the interior of the subdivision.

Staff reviewed the request and have no objections. The entry, directional and model home signage noted above are typical for a residential development and would facilitate traffic flow to and through the subdivision. The Conservancy is bounded by lengthy road frontages along Galligan Road (approximately 6,600 feet or 1.25 miles) and Freeman Road (2,500 feet or 0.5 mile). The distance between the Huntley Road frontage and the entrance to the development is approximately 15,500 feet or 2.9 miles. Given these distances, the extra sign and slightly larger sizes are appropriate to the scale of the development and the speed and distances that traffic travels on the adjacent roadways. It also makes sense to allow placing the development signs along these frontages instead of within Pod 4, where the signs and the homes would be hidden at the interior of the development.

Staff recommend approval of the sign package as requested. Please contact me with any questions or requests for supplemental information.

B. Motion to approve Ordinance 23-2014, an Ordinance granting a utility easement to AT&T

Illinois Bell Telephone Company d/b/a/ AT&T has requested a non-exclusive utility easement along the east side of Waitcus Park. The easement would be five feet wide, adjacent to the Union Pacific Railroad right of way and stretching from the southern end of Tower Hill Road right of way to the northern edge of the Route 72 right of way. The easement would allow them to bury a new phone line between the two rights of way. The agreement requires them restore the site after their installation and in the future should the line ever be removed. AT&T has agreed to pay the Village \$8,000.00 for the easement, which Staff recommend adding to the tree/sidewalk replacement fund for next year's program.

Staff recommend approval. Please contact me with any questions about the easement or the agreement.

C. Motion to approve Resolution 41-2014, a Resolution authorizing a purchase agreement between the Village of Gilberts and Biggers Chevrolet, Elgin, Illinois for one 4WD 2015 Chevrolet Colorado Truck

Staff recommend approval of this resolution authorizing the purchase of a new 2015 Chevrolet Colorado four-wheel drive truck from Biggers Chevrolet in Elgin for \$25,356.00. With the Board's direction at the last meeting, Staff received a new quote for a small truck with four-wheel drive, which will be primarily used by the Utilities Superintendent. The vehicle was planned for in the FY 2015 enterprise fund budget. Please contact me or Public Works Coordinator John Swedberg with any questions or requests for supplemental information.

D. Motion to approve Resolution 42-2014, a Resolution accepting public improvements for Gilberts Town Center Unit 3, authorizing the release of the Developer's Subdivision Bond subject to certain terms and conditions

Staff recommend approval of this resolution approving the release of the performance bond for Gilberts Town Center Unit 3. Ryland Homes requested that the performance security be returned as all of the required improvements are now complete. If approved, the Village would accept ownership of the improvements and Ryland would provide a one-year maintenance guarantee of \$219,326.47, which is equal to 10% of the value of the improvements.

Village Engineers from Baxter & Woodman reviewed the request and inspected the improvements in Unit 3. The review notes that the release will be contingent upon the replacement of a broken handicap sidewalk at Reston/Columbia Lanes and the replacement of all of the street trees noted by a final tree inspection. Staff will provide an update on these two items at the meeting. Please contact me or Public Works Coordinator John Swedberg with any questions or requests for supplemental information.

E. Motion to approve Resolution 43-2014, a Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Old Town Roadway and Drainage Improvements

Staff recommend approval of this agreement with Phoenix & Associates to reconstruct Matteson, Turner, Willey and Union Streets in Old Town. As directed by the Board at the October 21 meeting, Phoenix and Baxter & Woodman scoped out the project to include reconstructing the roads with a rural cross-section with no curbs. The roads will be reconstructed with 24-foot wide pavements with 1-foot aggregate shoulders on each side. The project includes storm sewer improvements and regrading of the adjacent parkway areas to ensure proper drainage. The project also includes improve the drainage outfall from both Old Town and Windmill Meadows, which is necessary for the Old Town sewers to drain properly.

Phoenix will be responsible for the construction of the improvements with the flexibility to make “design/build” adjustments as field conditions may warrant. Baxter & Woodman will provide oversight and inspections for the project. The contract reflects the expectation that significant work be done by August 1, 2015 and completed by November 1. The total project scope costs \$583,000.00, which was not included in the FY 2015 budget but can be covered by using the Village’s Road Improvement Funds.

Because state statute does not specifically allow for “design-build” contracts, the resolution includes a waiver of the competitive bidding process set forth in state statute. Therefore, the resolution will require two-thirds Village Board approval. The exhibits to the agreement are being finalized and will be sent to the Board separately. Please contact me with any questions or requests for additional documentation that may be needed at the meeting.

- F. Motion to approve Resolution 44-2014, a Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Mason Road Roadway and Drainage Improvements-Option A**

- G. Motion to approve Resolution 45-2014, a Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Mason Road Roadway and Drainage Improvements-Option B**

With the Board’s direction at the October 21 meeting, Phoenix & Associates has provided two draft agreements for constructing roadway and drainage improvements to Mason Road. Both versions of the agreement provide for drainage improvements, base repair and reconstruction of 1,432 lineal feet of Mason Road within the Village’s jurisdiction. Mason Road will be repaved with a six-inch binder course, either this fall or early next spring depending on weather conditions, with a final two-inch final lift to be added next summer.

The Board has the choice of approving either Resolution 44-2014 or Resolution 45-204 as described:

- Approval of Resolution 44-2014 would authorize “Option A,” which would match the existing pavement width of 21 feet with one foot aggregate shoulders. The total

cost of this option is \$307,000.00, which includes the base repair, drainage work and the final two-inch surface to be placed next summer.

- Approval of Resolution 45-2014 would authorize “Option B,” which would widen the pavement width to 24 feet with one foot aggregate shoulders. The total cost of this option is \$351,600.00, which includes the base repair, drainage work and the final two-inch surface to be placed next summer.

With either version, Phoenix will be responsible for the construction of the improvements with the flexibility to make “design/build” adjustments as field conditions may warrant. Baxter & Woodman will provide oversight and inspections for the project. Substantial work may be completed as early as December 2014, but the contract anticipates that weather may delay completion and expresses the expectation that significant work be done by May 1, 2015 and completed by August 1.

Neither Option A nor Option B were included in the FY 2015 budget. Assuming that the Board will approve the Old Town project (above), the Village can cover the cost of this project with its Road Improvement Funds supplemented by \$35,000 to \$81,000 in reserved Infrastructure Funds, depending on which option is approved.

Staff advise that the Board make a motion to approve the resolution corresponding to the preferred option. Because state statute does not specifically allow for “design-build” contracts, both resolutions include a waiver of the competitive bidding process set forth in state statute. Therefore, the Village Board will need two-thirds approval to authorize the preferred option.

The exhibits to the agreements are being finalized and will be sent to the Board separately. Please contact me with any questions or requests for additional documentation that may be needed at the meeting.

6. ITEMS FOR DISCUSSION

A. Holiday decorations in public rights of way

Staff recently received a resident complaint about a neighbor’s holiday decorations along the sidewalk and in the parkway, which are in the public right of way. At the meeting, Staff will review the situation and request the Board’s direction on whether this is an acceptable use of the right of way or should be discouraged through code enforcement.

7. STAFF REPORTS

Staff will provide any updates at the meeting.

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT’S REPORT

10. EXECUTIVE SESSION

Please contact me with any questions about other current closed session topics.

11. ADJOURNMENT

Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
November 4, 2014
7:00 P.M.
A G E N D A

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the October 21, 2014 Village Board Meeting
- B. A Motion to approve Bills and Salaries dated November 4, 2014

5. ITEMS FOR APPROVAL

- A. A Motion to approve Ordinance 22-20214, an Ordinance approving a sign package and sign modifications for Pod 4 of the Conservancy Development
- B. A Motion to approve Ordinance 23-20214, an Ordinance granting a utility easement to AT&T
- C. A Motion to approve Resolution 41-2014, a Resolution authorizing a purchase agreement between the Village of Gilberts and Biggers Chevrolet, Elgin Illinois for one 2015 4WD Colorado Chevrolet Truck
- D. Motion to approve Resolution 42-2014, a Resolution accepting public improvements for Gilberts Town Center Unit 3, authorizing the release of the Developer's Subdivision Bond subject to certain terms and conditions
- E. Motion to approve Resolution 43-2014, a Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Old Town Roadway and Drainage Improvements
- F. Motion to approve Resolution 44-2014, a Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Mason Road Roadway and Drainage Improvements-Option A
- G. Motion to approve Resolution 45-2014, a Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Mason Road Roadway and Drainage Improvements-Option B

6. ITEMS FOR DISCUSSION

- A. Holiday decorations in public rights of way

7. STAFF REPORTS

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2 (c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 102/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2 (c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.

11. ADJOURNMENT**Audience Participation**

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). Interrogation of the Village Staff, Village President, Village Board or any other negative comments will not be allowed at this time. Personal invectives against Village Staff or Elected Officials are not permitted.

To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President.

If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.

During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting.

“The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861”. *Assistive services will be provided upon request.*

**Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Village Board Meeting Minutes
October 21, 2014**

Call to Order/Pledge of Allegiance

President Zirk called the meeting to order at 7:00 p.m. He proceeded to lead those present in the Pledge of Allegiance.

Roll Call / Establish Quorum

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Mierisch, Farrell, Hacker, Zambetti and President Zirk. 1-absent: Trustee LeClercq. Others present: Administrator Keller, Finance Director Blocker, Chief of Police Rossi and Village Clerk Meadows. For members of the audience please see the attached sign-in sheet.

Public Comment

President Zirk asked if anyone in the audience wished to address the Board Members at this time. Administrator Keller reported that he had spoken earlier with Mr. Copenhaver regarding his special use petition which is listed on tonight's agenda and Mr. Copenhaver had expressed his desire to comment on this matter. Administrator Keller questioned if President Zirk would prefer Mr. Copenhaver speak under public comment or when the agenda item is being considered. President Zirk thought it would be best if Mr. Copenhaver spoke when the agenda item was being considered.

There were no other comments provided by any members in the audience.

Consent Agenda

- A. A Motion to approve Minutes from the October 7, 2014 Village Board Meeting**
- B. A Motion to approve Minutes from the October 14, 2014 Committee of the Whole Meeting**
- C. A Motion to approve the September 2014 Treasurer's Report**
- D. A Motion to approve Bills and Salaries dated October 21, 2014 as follows: General Fund \$65,484.39, Developer Donations \$5,500.00, Performance Bonds and Escrows \$12,558.42, Water Fund \$3,746.60 and Payroll \$72,288.81**

President Zirk asked if any of the Board Members wished to remove any item from the consent agenda. There were no comments from any of the Board Members. **A Motion was made by Trustee Hacker and seconded by Trustee Farrell to approve the Consent Agenda items A-D as presented.** Roll call: Vote: 5-ayes: Trustees Corbett, Mierisch, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

Items for Approval

A Motion to approve Ordinance 20-2014, an Ordinance approving a special use permit for the operation of a pulverizing use within the I-1 General Industrial zoning district located at 75 Koppie Drive

President Zirk noted agenda items 5A and 5B are directly related. Agenda item 5A is an Ordinance approving a special use permit for the operation of a pulverizing use within the I-1 General Industrial zoning district located at 75 Koppie Drive and 5B is an Ordinance denying the special use permit for the 75 Koppie Drive property.

President commented that after last week's Committee of the Whole meeting's discussion and the Board Members input on this matter Administrator Keller added two additional conditions. One of which requires the applicant to post a reclamation bond as a guarantee against future contamination or grading without a permit, and provides the Village funding should site remediation be required. The second additional condition requires the establishment of a CCDD monitoring station at the entrance to the site and test every load brought to the facility for possible contamination.

Mr. Copenhaver stated he had no reservations with respect to the additional conditions. He commented on the Board Members concerns with the operations increasing the amount of truck traffic on Galligan Road. He reported that his operations would be limited to only a couple times a month and closed during the winter months. Mr. Copenhaver suggested the Board Members consider approving a temporary special use. If they did not approve of his operations after a year they could rescind the special use permit. Administrator Keller commented on the fact that it is very difficult to rescind a special use permit once it has been granted.

There was some discussion on the two proposed Ordinances. Administrator Keller reported that Attorney Tappendorf had recommended drafting an optional Ordinance denying the special use permit which includes findings for the denial.

A Motion was made by Trustee Zambetti to approve Ordinance 20-2014, an Ordinance approving a special use permit for the operation of a pulverizing use within the I-1 General Industrial zoning district located at 75 Koppie Drive. There was no second from the floor on the motion. The motion failed.

A Motion to approve Ordinance 21-2014, an Ordinance denying a special use permit for the operation of a pulverizing use within the I-1 General Industrial zoning district located at 75 Koppie Drive

A Motion was made by Trustee Corbett and seconded by Trustee Farrell to approve Ordinance 21-2014, an Ordinance denying a special use permit for the operation of a pulverizing use within the I-1 General Industrial zoning district located at 75 Koppie Drive. Roll call: Vote: 5-ayes: Trustees Mierisch, Zambetti, Farrell, Hacker and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 41-2014, a Resolution authorizing a purchase agreement between the Village of Gilberts and Biggers Chevrolet, Elgin Illinois for one 2015 Chevrolet Colorado Truck.

Administrator Keller reported that currently the Water Department's four member staff shares two vehicles G-8 (a retired squad car) and a Ford Ranger. Trustee Zambetti questioned why staff was recommending a 2-wheel drive truck instead of a 4-wheel drive truck. Administrator Keller believed staff was being fiscally conservative. Trustee Zambetti thought the department would be better served by purchasing a 4-wheel drive vehicle. Administrator Keller will direct staff to research 4-wheel drive truck options and bring the proposal back for Board consideration.

A Motion was made by Trustee Zambetti and seconded by Trustee Hacker to table Resolution 41-2014 until the November 4th Village Board Meeting to allow staff time to obtain quotes on a 4-wheel drive vehicle. Roll call: Vote: 5-ayes: Trustees Zambetti, Farrell, Hacker, Corbett, and Mierisch. 0-nays, 0-abstained. Motion carried.

Items for Discussion

There were no items listed under "Items for Discussion"

Staff Reports

Old Town-Roadway and Drainage Improvements

Administrator Keller reported that he had emailed an updated summary of the drainage and road improvements that were either completed or proposed through the collaboration of Phoenix & Associates and Baxter & Woodman. In addition, included in the email was a report memorializing the savings that the Village realized from both Phoenix & Associates and Baxter & Woodman's services.

Administrator Keller discussed the proposed drainage and road improvements for Old Town. He noted that Phoenix & Associates along with Baxter & Woodman have provided the Board Members with two options. Administrator Keller invited Engineer Dachsteiner to elaborate on the two options.

Engineer Dachsteiner reported that prior to completing Old Town drainage and roadway improvements either options A or B they recommend finishing the drainage improvements in Windmill Meadows. This work is critical to ensure the proposed drainage improvement in Old Town function properly. The cost associated with the remaining drainage work in Windmill Meadows is \$50,000.00.

Engineer Dachsteiner discussed both of the proposed Old Town roadway and drainage improvements options. He noted that in both options A&B the cost estimated for the stormwater work in the amount of \$100,000-\$115,000 was included.

Engineer Dachsteiner reported that Option A's roadway improvements include the milling off of the existing pavement and resurfacing on the existing base at an estimated cost of \$367,000.00.

Engineer Dachsteiner discussed Option B's proposed roadway improvements which included widening the Old Town roadways to 24' of pavement with no curbs and installing a 1' aggregate shoulder. This improvement would allow for the existing parking areas to remain in place. In addition, the proposed option cost estimate includes a 4" surface patch to the Village parking lot located on the East side of St. Mary's Church. The total estimated cost is \$533,000. President Zirk questioned why the Village would be repairing the Church parking lot. Engineer Dachsteiner reported that the parking lot holds water and currently has no drainage structure.

There was some discussion on the current average width of the Old Town roadways. Stormwater Consultant Kannigan reported that currently the average roadway width is 16'-18'. However the shoulders have deteriorated and the residents use those areas for on street parking.

Trustee Mierisch recalled a previous 2013 Old Town Open House when Staff and Board Members asked Old Town residents for their input on amending the Old Town zoning to allow home businesses, and the residents were in favor of rezoning the neighborhood to allow such activity. She believed widening the roadways would support these types of businesses. Trustee Mierisch was in favor of option B which includes widening the roads. The Board Members concurred with Trustee Mierisch's recommendation.

Mason Road-Roadway and Drainage Improvements

Engineer Dachsteiner discussed the two options for the Mason Road roadway and drainage improvements. He reported that option A proposes reconstructing Mason Road at its current width of 21' and completing the necessary drainage work at a total cost estimate of \$307,000. Option B proposes widening Mason Road to 24' to support the anticipated increase of future truck traffic and completing the necessary drainage work at a total cost estimate of \$351,600.

The Board Members engaged in a lengthy discussion with respect to both of the proposed options. The Board Members commented on the impact that a future Industrial Park located in an adjacent community will have on Mason Road.

The Board Members commented on the fact that in their opinions the community in which the future Industrial Park is slated to be built should offer to share the cost of the improvements to Mason Road.

Trustee Zambetti was in the opinion that option B would better serve the community. If Mason Road was reconstructed at the current 21' width he believed heavy truck traffic would damage the edges of the roadway. Trustee Mierisch and Trustee Hacker were in favor of reconstructing Mason Road at the current width. Trustee Farrell was in favor of option B. Trustee Farrell noted that she was not considering the impact the reconstruction would have on the adjacent community. She is only considering the impact the improvement would have on Gilberts' commuters. The Board Members did not reach a consensus on either option. However, they were in favor of completing the drainage improvements.

Administrator Keller discussed the possible funding mechanisms for both of the proposed roads and drainage improvements. President Zirk directed staff to provide the Board Members with a worksheet depicting the funding options. The proposed roadway and drainage improvements will be discussed again at a future Board meeting.

Administrator Keller reported on a property that went into foreclosure and has several code violations.

Administrator Keller reported that staff had held the annual TIF Joint Review Board meeting today. He noted that School District 300 had changed their position on the creation of TIF Districts and now wants to work with the communities within their district.

Phoenix & Associates representative, Casey Hutson provided the Board Members with an update on the Town Center Park improvements.

Finance Director Blocker reported that there are 60-70 residents on the blue tag list. This is the average number of residents that receive the blue tags prior to water shut-off.

Board of Trustee Reports

Trustee Hacker inquired as to the number SUV vehicles that are currently in the Village fleet. Administrator Keller replied the Village currently has two SUV vehicles.

President's Report

President Zirk commented on the expansion of the Town Center Park parking lot. He stated expanding the parking lot was a good idea. He commented on the existing park sign. Administrator Keller reported that staff is working to have a new park sign installed.

President Zirk reported that he would entertain a motion to enter into Executive Session to discuss personnel and pending litigation with no business to follow.

Executive Session

A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to close a portion of the meeting to discuss appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, as permitted by 5 ILCC 102/2 (c) (11) with no business to follow. Roll call: Vote: 5-ayes: Trustees Farrell, Hacker, Corbett, Mierisch and Zambetti. 0-nays, 0-abstained. Motion carried.

The Board Members along with Administrator Keller, Chief of Police Rossi, Finance Director Blocker and Village Clerk Meadows entered into Executive Session at 8:35 p.m.

Reconvene/Roll Call

A Motion was made by Trustee Zambetti and seconded by Trustee Corbett to reconvene the public meeting at 9:19 p.m. Roll call: Vote: Trustees Corbett, Mierisch, Zambetti, Farrell, Hacker and President Zirk. Others present: Administrator Keller, Finance Director Blocker, Chief of Police Rossi and Village Clerk Meadows.

Adjournment

There being no further public business to discuss, **a Motion was made by Trustee Corbett and seconded by Trustee Zambetti to adjourn from the public meeting at 9:22 p.m.** Roll call: Vote: 5 ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Village Board Meeting
Tuesday, October 21, 2014
7:00 p.m.
Sign-in-Sheet

Name

Contact Information (Optional)

HAROLD MIERISCH

Georgi Konagin

MARK DACHSTEINER

CASEY HUTTON

Tom WATDA

**FINAL BILLS AND SALARIES
NOVEMBER 4, 2014**

VENDOR ID	VENDOR	GRAND TOTAL	GENERAL FUND	TIF	PERMIT PASS THRU	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	BILLS ADDED AFTER PACKETS	215,049.82	116,152.08	330.00	540.00	21,451.25	22,745.58	53,830.91
	PAYROLL 10-19 THRU 11-01	53,830.91						53,830.91
	GALLAGHER BENEFITS-NOVEMBER	23,622.02	18,939.57				4,682.45	
	UTILITY BILL POSTAGE	728.58					728.58	
AMSTER01	AMSTERDAM PRINTING	56.45	56.45					
AZAVAR01	AZAVAR AUDIT SOLUTIONS	51.09	51.09					
B&F001	B&F CONSTRUCTION CODE SVC. INC	7,375.70				7,375.70		
CAN01	CANON FINANCIAL SERVICES, INC.	169.00	169.00					
CENT002	CENTRAL SALT	27,196.90	27,196.90					
CHIC001	CHICAGO COMMUNICATIONS	163.00	163.00					
CONSTELL	CONSTELLATION NEWENERGY, INC.	5,803.50					5,803.50	
FOR001	JOS D. FOREMAN & CO.	602.00					602.00	
JUST001	JUST TIRES	18.19	18.19					
KASCHUB	WAYNE KASCUB	125.00	125.00					
MACCARAB	MACCARB, INC.	52.50	52.50					
MEN002	MENARDS - CARPENTERSVILLE	43.73	43.73					
RUDYK01	RUDY KOSANOVICH	150.00	150.00					
SUBLAB01	SUBURBAN LABORATORIES	131.00					131.00	
T0000507	V&A LANDSCAPING	58.00				58.00		
ACE002	ACE COFFEE BAR INC.	44.00	44.00					
ALLEGRA	ALLEGRA PRINT & IMAGING	46.00	46.00					
APT001	APT US&C	145.00	145.00					
ASP002	ASPEN VALLEY LANDSCAPE, INC.	44.00	44.00					
AT&TUV01	AT&T U-VERSE	75.00	75.00					
B&F001	B&F CONSTRUCTION CODE SVC. INC	540.00			540.00			
B&W001	BAXTER & WOODMAN, INC.	16,900.35	3,567.30			13,333.05		
CAN01	CANON FINANCIAL SERVICES, INC.	360.00	250.00				110.00	
CAR001	INTEGRATED PURCHASING OPTIONS	160.72	160.72					
COM003	COMMONWEALTH EDISON	411.39	411.39					
CONSTELL	CONSTELLATION NEWENERGY, INC.	7,003.60					7,003.60	
ECONO	ECONO SIGNS LLC	161.06	161.06					
EPC001	ELGIN PAPER COMPANY	41.60	41.60					
EXXON01	WRIGHT EXPRESS FSC	4,663.49	4,422.73				240.76	

**AN ORDINANCE APPROVING A SIGN PACKAGE AND SIGN MODIFICATIONS
FOR POD 4 OF THE CONSERVANCY DEVELOPMENT**

WHEREAS, in 2006, the Village of Gilberts approved an Annexation and Development Agreement between the Village of Gilberts and the owners of approximately 1,114 acres of land as described on **Exhibit A** and in the original Annexation Agreement (“**Annexation Agreement**”) for the development known as the Conservancy (“**Conservancy**”), which Agreement was recorded on January 9, 2006, with the Kane County Recorder’s Office, as Document No. 2006K002188; and

WHEREAS, Gilberts Development, LLC, the successor-in-interest to a portion of the Conservancy consisting of 892 acres and 796 lots, as described on **Exhibit B** (“**Developer**”) has requested that the Village approve a sign package and various sign modifications to permit the installation of various construction, promotion, marketing, directional and other signs to allow NVR Ryan Homes, the builder of the Pod 4 development (“**Builder**”) to promote the development of Pod 4 of the Conservancy; and

WHEREAS, Section 10-9-2(N) of the UDO authorizes the Village to approve sign packages for developments and, as part of the sign package approval, to modify the otherwise applicable provisions of the sign requirements of the UDO; and

WHEREAS, the Conservancy is of a significant size, the adjacent roadways are high speed roads, the development is remotely located from major arterials in the area, and there is significant public interest in marketing a development that has been stalled since it was approved more than eight years ago, justifying the need for additional signage of a larger size than permitted by the UDO, as requested as part of the sign package; and

WHEREAS, the Village Board has considered the request for the approval of the sign package and modifications from the sign regulations of the UDO for development of Pod 4 of the Conservancy, as set forth more fully in this Ordinance;

THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS AS FOLLOWS:

Section 1. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.

Section 2. **Approval of Sign Package.** The Village Board hereby approves a sign package for the Pod 4 development of the Property consisting of the signs depicted on the signage plans attached as Exhibit C, which include the following signs:

1. Four double faced 2' x 2' burma saves mounted on a 4' x 4'' wood post.
2. One 3' x 3' single sided information center sign mounted to two wood 4' x 4' post with toppers.
3. One single sided 1' x 1' MDO enter here sign mounted to 2' 4' x 4' wood post.
4. 2' x 2' double sided signage mounted to a 4' x 4' wood post.
5. Single sided PVC brochure box display mounted to a 4' x 4' wood post.
6. Three single sided model ID displays mounted to 4' x 4' wood post w/ 4' ball cap.
7. Four construction signs, subject to modifications as approved in Subsection 2.B.

Section 3. Modifications. As part of the Village Board's approval of the sign package pursuant to Subsection 2.A, the Board approves the following modifications from the sign regulations of the UDO:

- A. A modification from Section 10.9.2 (J)(5)(a) that limits the number of construction signs to three signs to permit four temporary construction signs on the Conservancy, in the following locations: one temporary construction sign on Freeman Road at the location indicated on the signage plans attached as **Exhibit C**; one temporary construction sign on Kreutzer Road at the location indicated on **Exhibit C**; and two temporary construction signs on Galligan Road at the locations indicated on **Exhibit C**.
- B. A modification from Section 10.9.2(J)(5)(b) that restricts the maximum square footage of a construction sign to 50 square feet to permit four temporary construction signs with 64 square feet of gross surface area per sign face as depicted on **Exhibit C**.
- C. A modification from Section 10.9.2(J)(5)(c) that requires construction signage to be located on the premises upon which construction is occurring to permit three of the temporary construction signs (the Galligan Road and Kreutzer Road locations) to be located outside of the Pod 4 development area as depicted on **Exhibit C**.
- D. Any other modifications from the Village's sign regulations of the UDO necessary to permit the installation of the signs depicted on the signage plans attached as **Exhibit C**.

Section 4. Continued Effect of the Annexation Agreement. Except as expressly provided in this Ordinance, the Annexation Agreement shall remain in full force and effect to govern the use and development of the Conservancy.

Section 5. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

Section 6. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this _____ day of _____, 2014.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this _____ day of _____, 2014

(SEAL)

Village President Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

EXHIBIT A

Legal Description of the Conservancy

PARCEL 1:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THAT PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, SAID PARALLEL LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN AND BELVIDERE ELECTRIC COMPANY IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

ALSO,

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS

ALSO,

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

ALSO,

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

ALSO,

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

AND ALSO,

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

ALSO,

THE NORTH HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 4 RODS OF THE WEST 3 RODS THEREOF) OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

Parcel 2:

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, (EXCEPT THE WEST 87 LINKS OF THE NORTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER AND ALSO EXCEPT THAT PART OF SAID NORTHWEST FRACTIONAL LYING NORTHEASTERLY OF THE CENTER LINE OF HUNTLEY ROAD), ALSO THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

Parcel 3:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

EXHIBIT B

Legal Description of the Gilberts Development LLC Parcel

PARCEL 1:

THE WEST 87 LINKS OF GOVERNMENT LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 4 RODS OF THE EAST 3 RODS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, SAID PARALLEL LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN AND BELVIDERE ELECTRIC COMPANY IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 6:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 7:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 9:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 10:

THE NORTH HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 4 RODS OF THE WEST 3 RODS THEREOF) OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 11:

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, (EXCEPT THE WEST 87 LINKS OF THE NORTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER AND ALSO EXCEPT THAT PART OF SAID NORTHWEST FRACTIONAL LYING NORTHEASTERLY OF THE CENTER LINE OF HUNTLEY ROAD), ALSO THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

Parcel Identification Numbers: 02-02-100-007; 02-02-100-008; 02-02-300-002; 02-02-300-003; 02-02-300-004; 02-02-400-002; 02-11-100-003; 02-11-100-010; 02-11-200-001; 02-11-200-003; 02-11-200-005; 02-11-200-007; 02-11-300-008; 02-11-400-003; 02-11-400-004; 02-11-400-005; 02-11-475-012; 02-11-425-001; 02-11-475-001; 02-11-425-010; 02-11-401-016; 02-11-296-001; 02-11-401-001; 02-11-401-008; 02-11-401-015; 02-11-350-007; 02-11-404-010; 02-11-475-013; 02-11-401-014; 02-11-401-013; 02-11-401-012; 02-11-401-011; 02-11-401-010; 02-11-401-009; 02-11-401-008; 02-11-401-007; 02-11-401-006; 02-11-401-005; 02-11-401-004; 02-11-401-003; 02-11-401-002; 02-11-296-002; 02-11-402-001; 02-11-402-002; 02-11-402-003; 02-11-348-001; 02-11-402-004; 02-11-348-002; 02-11-402-005; 02-11-348-003; 02-11-348-004; 02-11-350-006; 02-11-350-005; 02-11-350-004; 02-11-404-004; 02-11-350-003; 02-11-404-003; 02-11-350-002; 02-11-404-002; 02-11-350-001; 02-11-404-001; 02-11-404-006; 02-11-404-007; 02-11-404-008; 02-11-404-009; 02-11-451-001; 02-11-451-011; 02-11-451-002; 02-11-451-012; 02-11-451-003; 02-11-451-013; 02-11-451-004; 02-11-451-014; 02-11-451-005; 02-11-451-015; 02-11-451-006; 02-11-451-016; 02-11-451-007; 02-11-451-017; 02-11-451-008; 02-11-451-018; 02-11-451-009; 02-11-451-019; 02-11-451-010; 02-11-451-020; 02-11-349-001; 02-11-349-002; 02-11-349-003; 02-11-349-004; 02-11-349-005; 02-11-349-006; 02-11-349-007; 02-11-349-008; 02-11-349-009; 02-11-403-001; 02-11-403-002; 02-11-403-003; 02-11-403-004; 02-11-403-005; 02-11-403-006; 02-11-403-007; 02-11-403-008; 02-11-403-009; 02-11-405-001; 02-11-405-002; 02-11-405-003; 02-11-405-004; 02-11-405-005; 02-11-405-006; 02-11-405-007; 02-11-405-008; 02-11-405-009; 02-11-405-010; 02-11-405-011; 02-11-405-012; 02-11-405-013; 02-11-405-014; 02-11-405-015; 02-11-405-016; 02-11-405-017; 02-11-405-018; 02-11-405-019; 02-11-425-002; 02-11-425-003; 02-11-425-004; 02-11-425-005; 02-11-425-006; 02-11-425-007; 02-11-425-008; 02-11-425-009; 02-11-425-010; 02-11-425-011; 02-11-425-012; 02-11-425-013; 02-11-425-014; 02-11-425-015; 02-11-425-016; 02-11-425-017; 02-11-425-018; 02-11-425-019; 02-11-425-020; 02-11-452-001; 02-11-452-002; 02-11-452-003; 02-11-452-004; 02-11-452-005; 02-11-452-006; 02-11-452-007; 02-11-452-008; 02-11-452-009; 02-11-452-010; 02-11-452-011; 02-11-452-012; 02-11-452-013; 02-11-452-014; 02-11-452-015; 02-11-452-016; 02-11-452-017; 02-11-452-018; 02-11-452-019; 02-11-475-002; 02-11-475-003; 02-11-475-004; 02-11-475-005; 02-11-475-006; 02-11-475-007; 02-11-475-008; 02-11-475-009; 02-11-475-010; 02-11-475-011

EXHIBIT C

[ATTACH SIGNAGE PLANS]

4815-2341-2256, v. 1

A

24"

24"

24"

24"

Walking Trails

Ryan Homes
ryanhomes.com

Near Grade School

Ryan Homes
ryanhomes.com

Premium Homesites

Ryan Homes
ryanhomes.com

300+ Acres Open Space

Ryan Homes
ryanhomes.com

24"

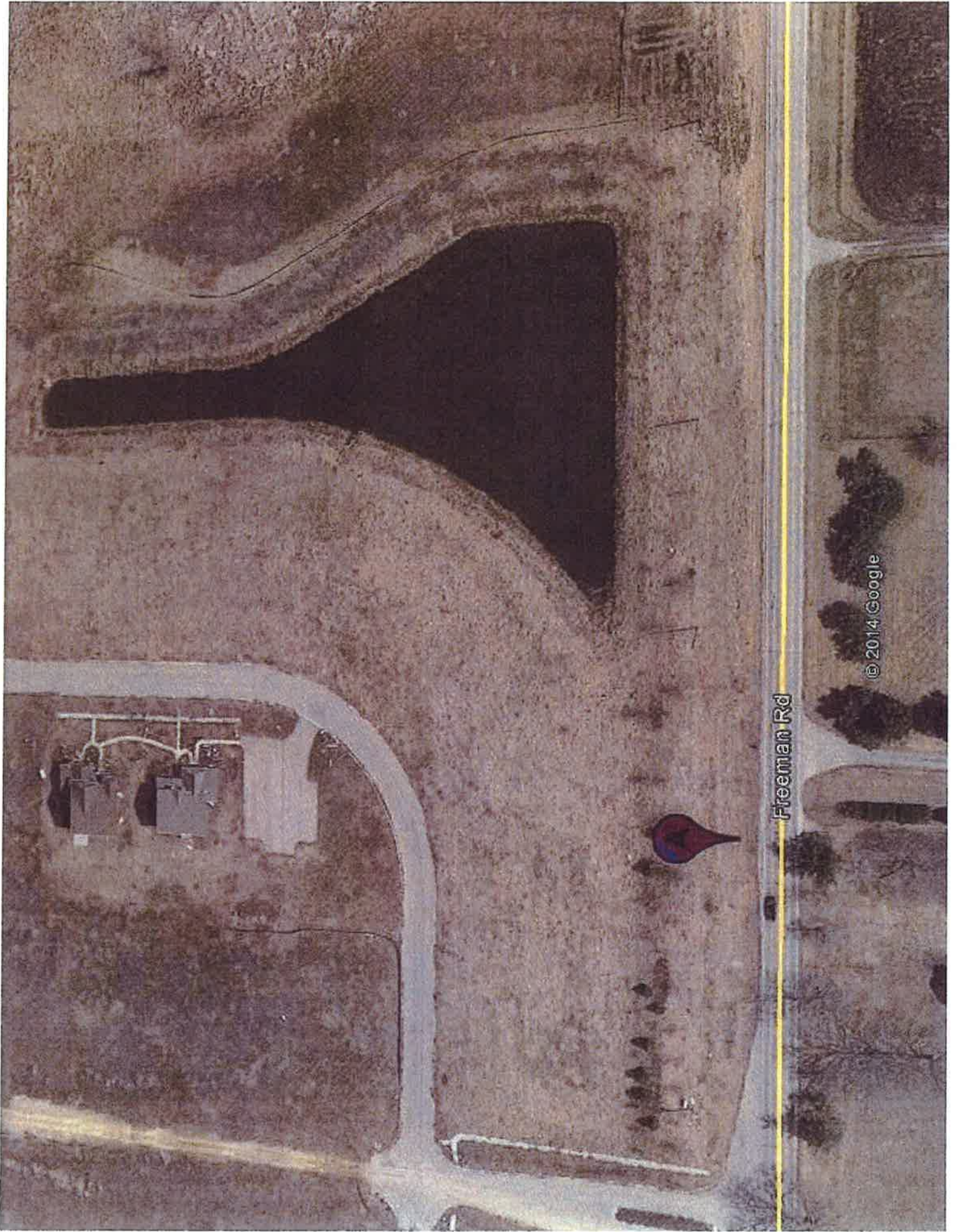
**24"x24" Double Sided Burma Saves.
3/8" MPO Painted Roman Reflex Blue w/White Vinyl Copy.
Mounted To A White 4"x4" Wooden Post.
Qty: 4 (8 Faces)**

Approval Signature

SIGNSNOW

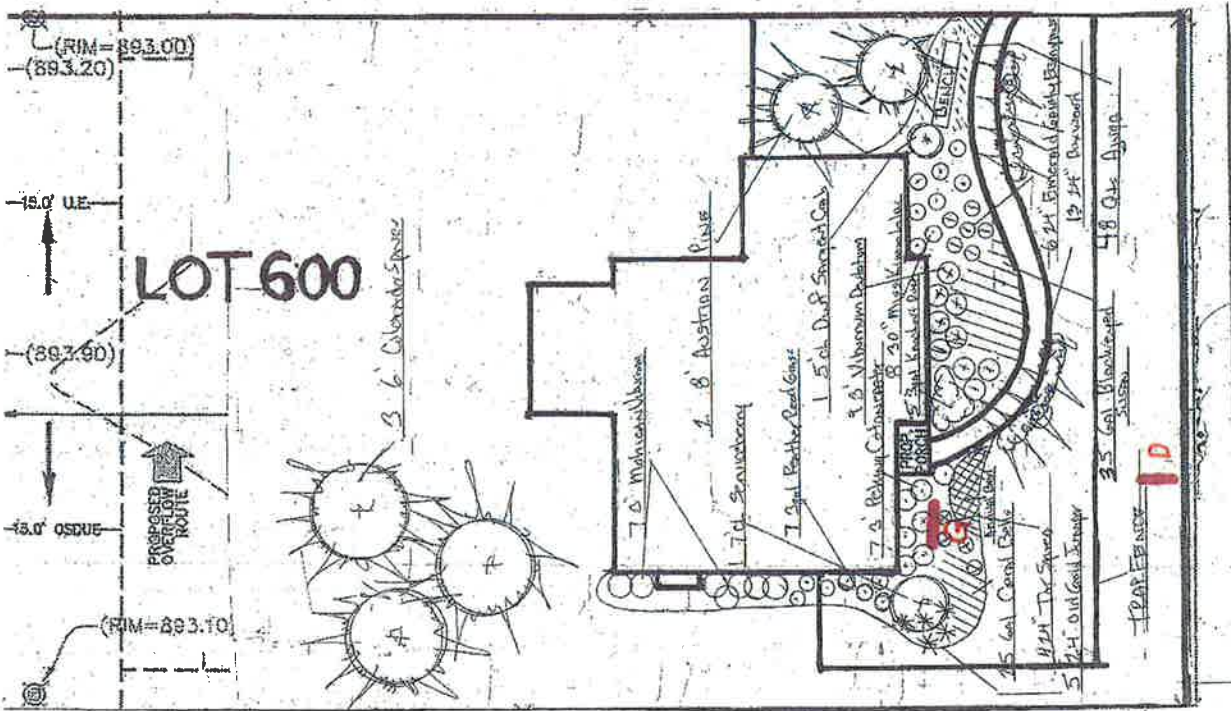
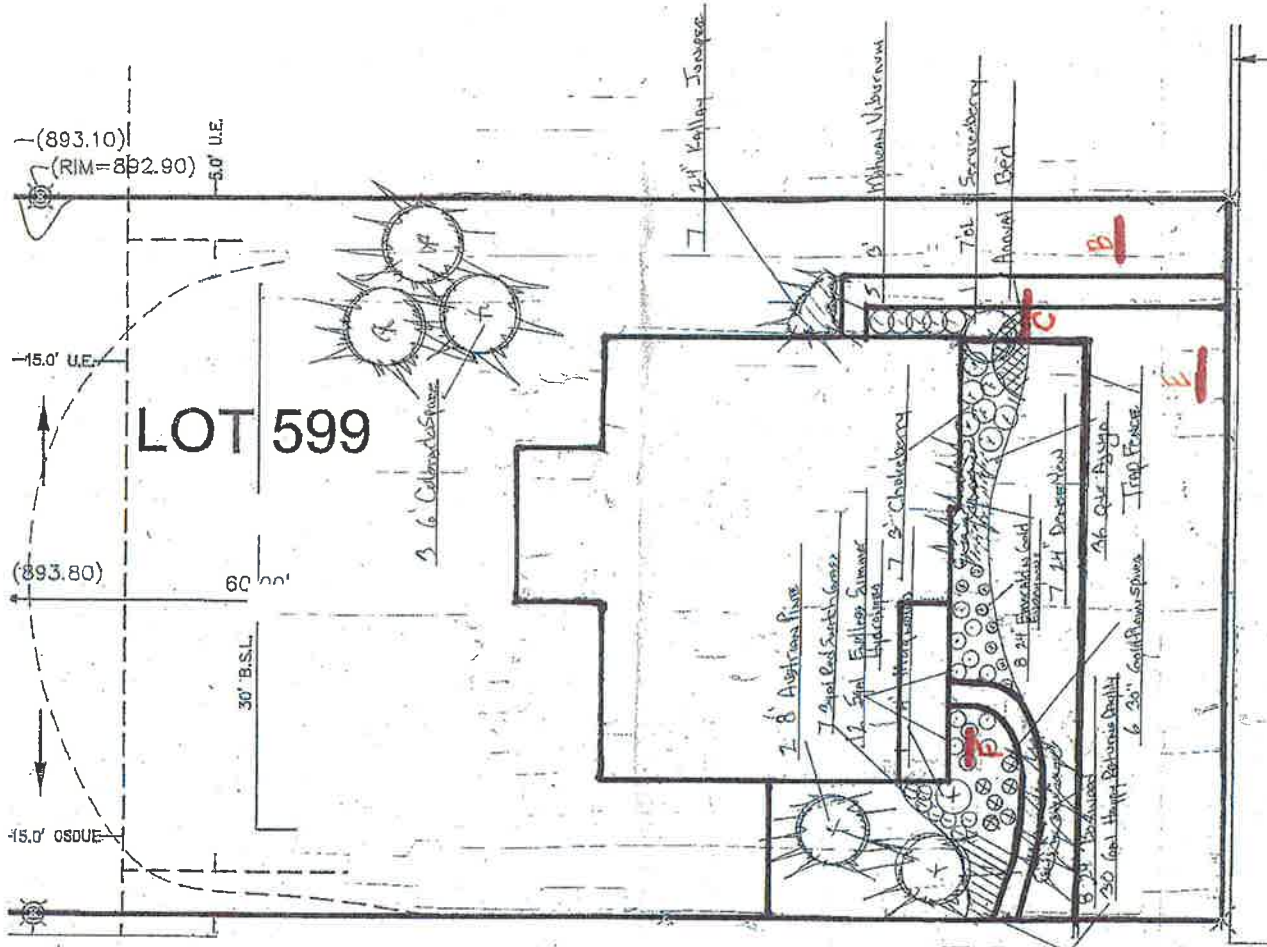
426 W. Fifth Ave.
Naperville, IL 60563
Phone: 630-357-2300
Fax: 630-357-3977

signsnow215@yahoo.com



Freeman Rd

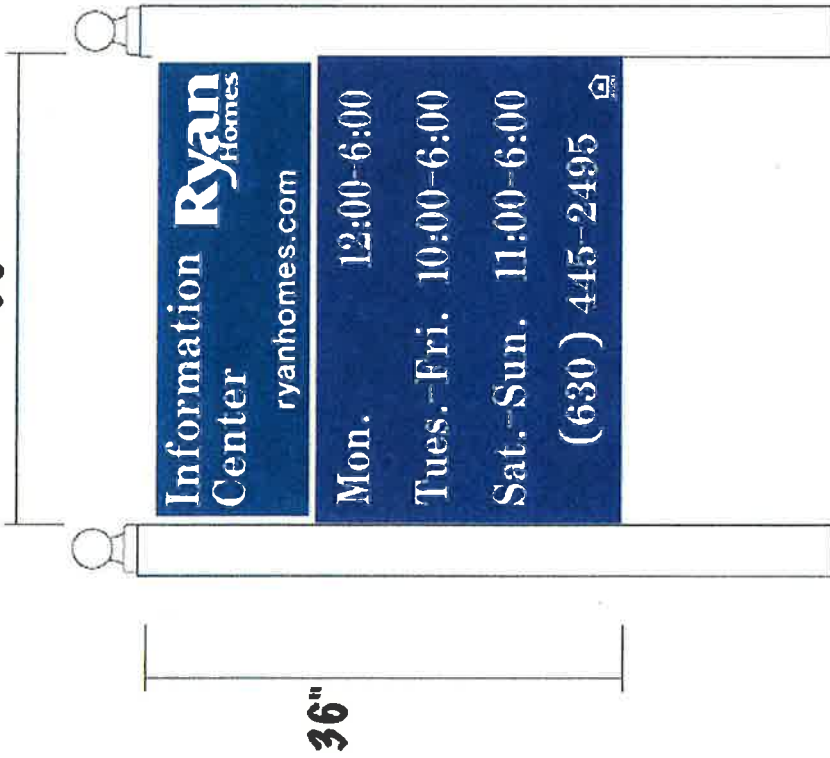
© 2014 Google



← Blue Astor Pkwy →

B

36"



36"

36"x36" Single Sided Information Center Sign.
3/8" MDO Painted Roman Reflex Blue w/White Vinyl Copy.
Edges Painted Roman Reflex Blue & Back Of The MDO Painted White.
Mounted to (2) White Wooden 4"x4" Post w/Topppers.
Qty:1

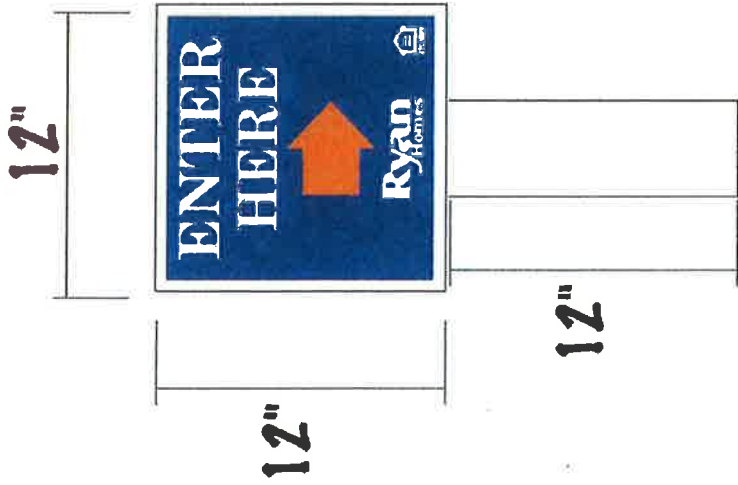
Approval Signature _____

SIGNSNOW

426 W. Fifth Ave. Phone: 630-357-2300
Naperville, IL 60563 Fax: 630-357-3977

signsnow215@yahoo.com

C



SINGLE SIDED 12"X12" MDO ENTER HERE SIGN.
3/8" MDO PAINTED ROAN REFLEX BLUE & BACK PAINTED WHITE.
WHITE & ORANGE/RED FLUORESCENT VINYL.
MOUNTED TO 24" WHITE 4x4 WOODEN POST.

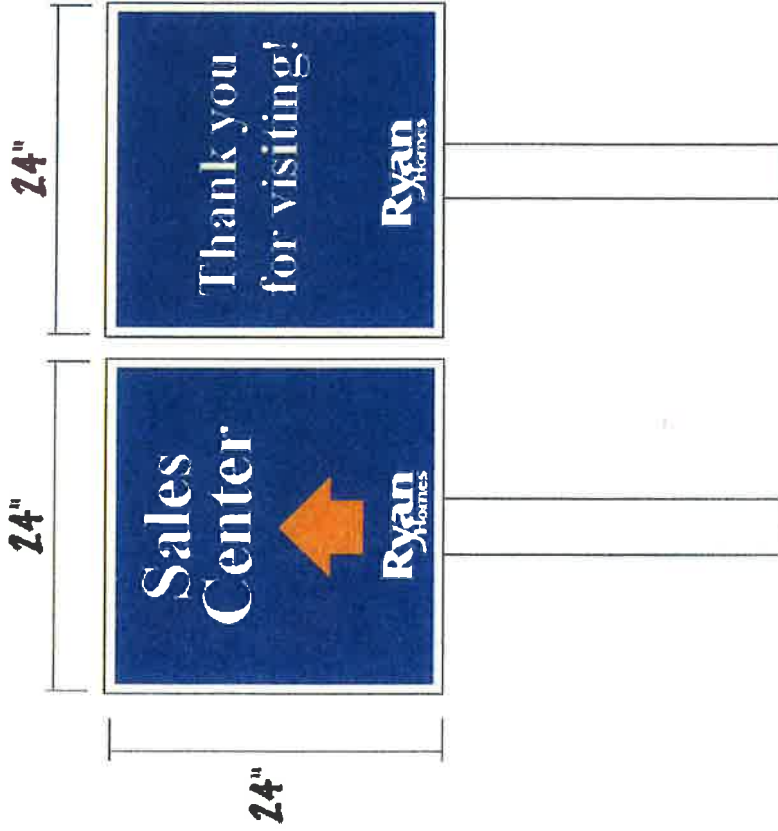
Approval Signature _____

SIGNSNOW

426 W. Fifth Ave. Phone: 630-357-2300
Naperville, IL 60563 Fax: 630-357-3977

signsnow215@yahoo.com

D



24"x24" Double Sided
3/8" MDO Painted Roman Reflex Blue w/White Vinyl Copy.
Mounted To A White 4"x4" Wooden Post.
Qty: 1 (2 Faces)

Approval Signature _____

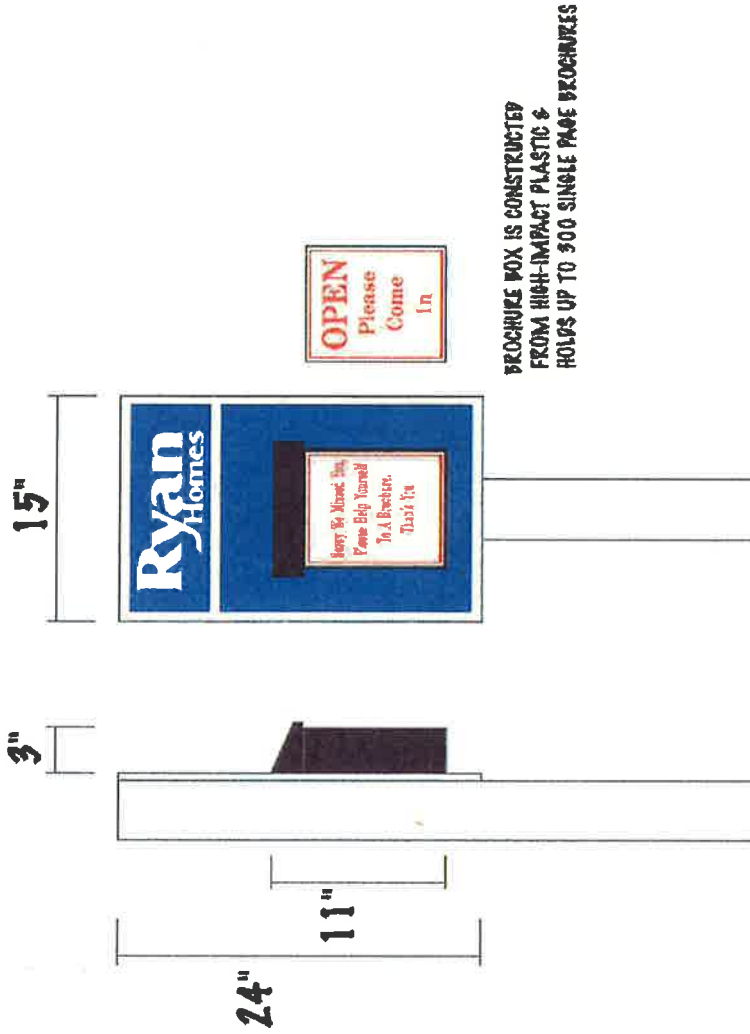


426 W. Fifth Ave.
Naperville, IL. 60563

Phone: 630-357-2300
Fax: 630-357-3977

signsnow215@yahoo.com

E



BROCHURE BOX IS CONSTRUCTED FROM HIGH-IMPACT PLASTIC & HOLDS UP TO 500 SINGLE PAGE BROCHURES

**SINGLE SIDED PVC BROCHURE BOX DISPLAY
12mm WHITE PVC w/ IMPULSE BLUE (A6587-0) VINYL DETAIL
BROCHURE BOX w/ REVERSIBLE MESSAGE
MOUNTED TO 4X4 WOOD POST**

Approval Signature _____

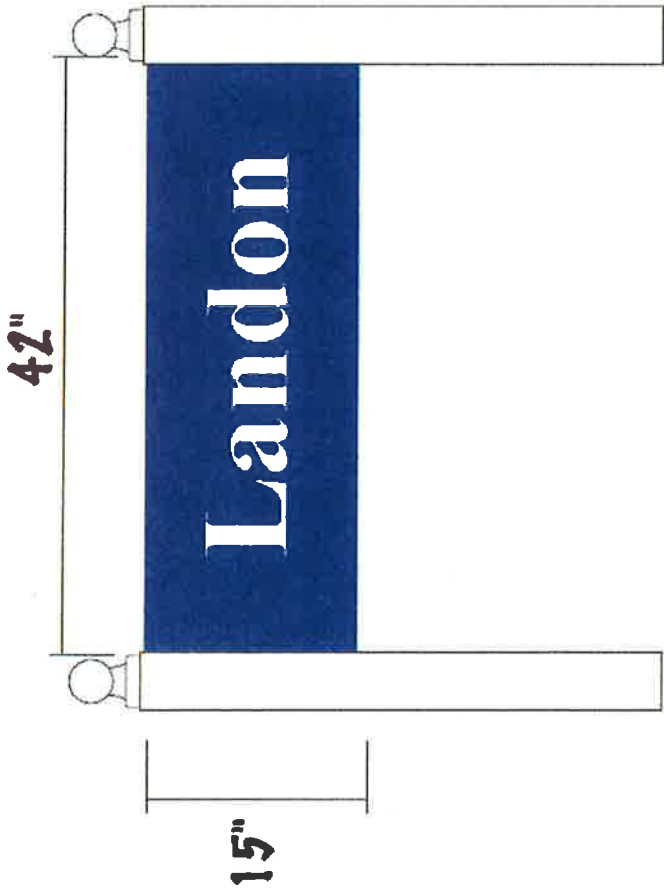


426 W. Fifth Ave.
Naperville, IL 60563

Phone: 630-357-2300
Fax: 630-357-3977

signsnow215@yahoo.com

F



**SINGLE SIDED MODEL ID DISPLAY
3/8" MDO w/ WHITE (A6001-0) VINYL COPY APPLIED TO
BACKGROUND PAINTED REFLEX BLUE (BACK PAINTED WHITE)
MOUNTED TO 4X4 WOOD POST w/ 4" BALL CAP PAINTED WHITE**

Approval Signature _____

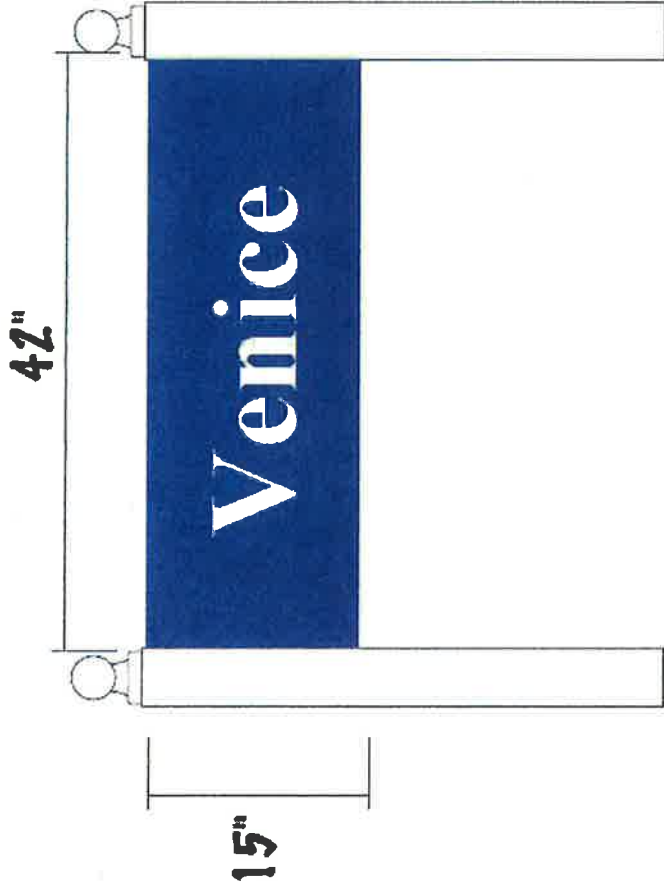
426 W. Fifth Ave.
Naperville, IL 60563

Phone: 630-357-2300
Fax: 630-357-3977

signsnow215@yahoo.com

signsnow

G



**SINGLE SIDED MODEL ID DISPLAY
3/8" MDO w/ WHITE (A6001-0) VINYL COPY APPLIED TO
BACKGROUND PAINTED REFLEX BLUE (BACK PAINTED WHITE)
MOUNTED TO 4X4 WOOD POST w/ 4" BALL CAP PAINTED WHITE**

Approval Signature _____



426 W. Fifth Ave. Phone, 630-357-2300
Naperville, IL, 60563 Fax, 630-357-3977

signsnow215@yahoo.com



#1

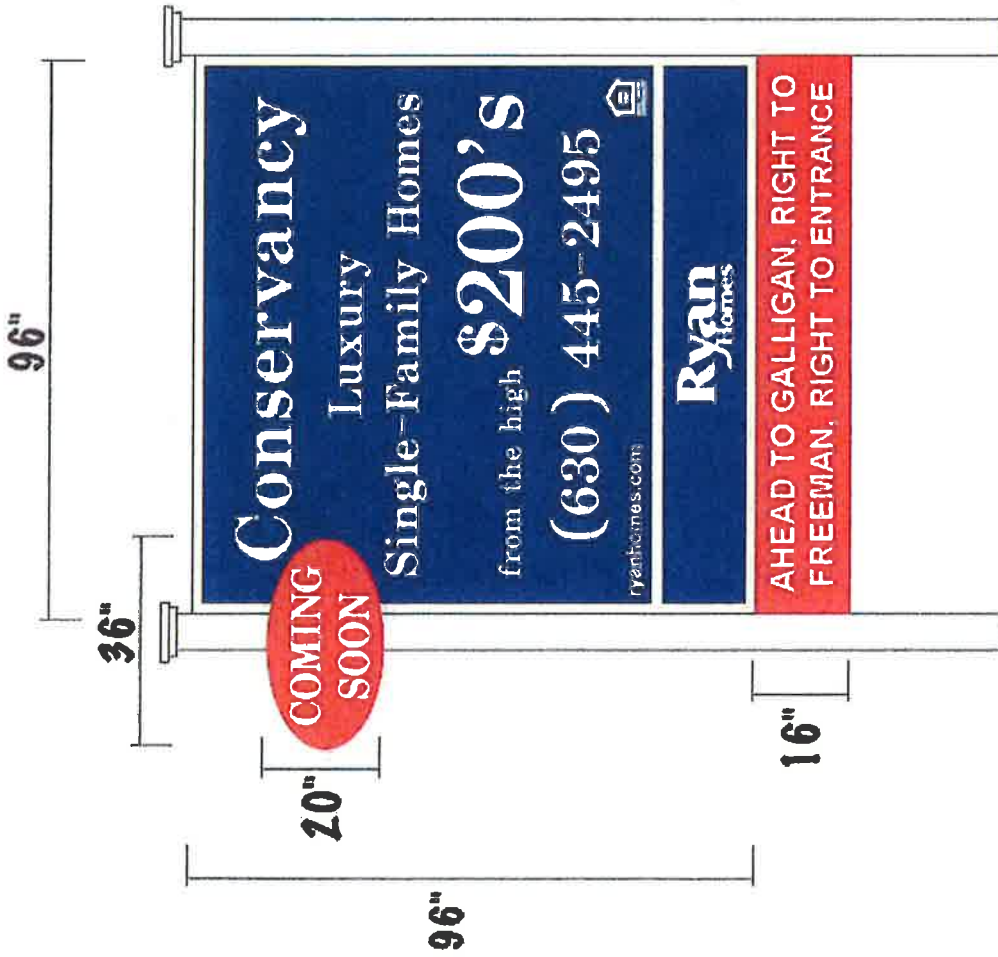


- 8'x8' Double Sided Directional/Information Billboard.
- 3/8" MDO Painted Roan Reflex Blue w/White Vinyl Copy & Boarder.
Mounted To White 6"x6" Wooden Post w/Topper.
- 16'x96" MDO Riders Installed On The Bottom Of Billboard.
- 3/8" MDO Painted Roan Red w/White Vinyl Copy. (Copy 1B0)
- 20'x36" MDO Ovals.
- 3/8" MDO Painted Roan Red w/White Vinyl Copy.

Approval Signature _____

SIGNSNOW 426 W. Fifth Ave. Phone: 630-357-2300 Fax: 630-357-3977 signsnow215@yahoo.com
 Naperville, IL. 60563

#2



- 8'x8' Double Sided Directional/Information Billboard.
- 3/8" MDO Painted Koan Reflex Blue w/White Vinyl Copy & Boarder. Mounted To White 6"x6" Wooden Post w/Toppers.
- 16"x96" MDO Riders Installed On The Bottom Of Billboard.
- 3/8" MDO Painted Roman Red w/White Vinyl Copy. (Copy T80)
- 20"x36" MDO Ovals.
- 3/8" MDO Painted Roman Red w/White Vinyl Copy.

Approval Signature _____

#3

96"

36"

20"

COMING SOON

96"

Conservancy
 Luxury
 Single-Family Homes
 from the high
\$200's
 (630) 445-2495
 ryanhomes.com



Ryan
Homes



AHEAD TO FREEMAN,
RIGHT TO ENTRANCE



BACK TO FREEMAN,
RIGHT TO ENTRANCE

- 8'x8' Double Sided Directional/Information Billboard.
- 3/8" MDO Painted Roman Reflex Blue w/White Vinyl Copy & Boarder. Mounted To White 6"x6" Wooden Post w/Toppers.
- 16"x96" MDO Riders Installed On The Bottom Of Billboard.
- 3/8" MDO Painted Roman Red w/White Vinyl Copy. (Copy T80)
- 20"x36" MDO Ovals.
- 3/8" MDO Painted Roman Red w/White Vinyl Copy.

Approval Signature _____



426 W. Fifth Ave.
Naperville, IL. 60563

Phone: 630-357-2300
Fax: 630-357-3977

signsnow215@yahoo.com

#4

96"

36"

20"

96"

16"

COMING SOON

Conservancy
Luxury
Single-Family Homes

from the high
\$200'S

(630) 445-2495

ryanhomes.com

Ryan
Homes

RIGHT ON FREEMAN
TO ENTRANCE ON RIGHT



BACK TO
BLUE ASTER PARKWAY



- 8'x8' Double Sided Directional/Information Billboard.
- 3/8" MDO Painted Roan Reflex Blue w/White Vinyl Copy & Boarder.
Mounted To White 6"x6" Wooden Post w/Toppers.
- 16"x96" MDO Kliders Installed On The Bottom Of Billboard.
- 3/8" MDO Painted Roan Red w/White Vinyl Copy. (Copy 1B0)
- 20"x36" MDO Ovals.
- 3/8" MDO Painted Roan Red w/White Vinyl Copy.

Approval Signature _____



426 W. Fifth Ave.
Naperville, IL, 60563

Phone: 630-357-2300
Fax: 630-357-3977

signsnow215@yahoo.com

LAW OFFICES OF THOMAS R. BURNEY
40 Brink Street
Crystal Lake, IL 60014
Direct: (815) 356-2645
tburney@zcvlaw.com

October 29, 2014

Re: Request for Sign Package Approval

Dear Village President Rick Zirk
and Village Board Members:

Please accept Gilberts Development, LLC's request pursuant to Section 5-9-2 (N) of the Village Code for approval of the sign package for the NVR Development at The Conservancy.

The Section 10.9.2 (N) (2) of the Village Sign Code provides in relevant part:

Sign Packages. The village board may, from time to time, approve special sign regulations for a particular development or property as part of a comprehensive sign package approved pursuant to an annexation agreement, planned unit development, or other ordinance or agreement. The provisions of any such approved sign package shall supersede and control over the sign regulations contained in this section where they vary for the effective period of the sign package approval. As part of the approval of a sign package, the village board is authorized to modify the provisions of the sign regulations contained in this section where the village board determines that the modifications are in the best interest of the village and its residents.

Pursuant to Section 10.9.2(D) I have submitted on behalf of the Owner, Gilberts Development, LLC the following information:

(1) The names, addresses, and telephone numbers of the

petitioner, the owner of the property on which the sign is to be erected or affixed:

Gilberts Development LLC
340 W. Butterfield Road
Unit 2D
Elmhurst, IL 60126
Cell (847) 774-9435
Office (630) 834-0722
Troy Mertz troymerz@gmail.com

The owner of the sign, and the person to be erecting or affixing the sign:

Mark Fields
Land Manager
NVR Ryan Homes
Chicago Division
603 E. Diehl Rd., Suite 123
Naperville, IL 60563
T | 630.445.2489 C | 630.484.0800

(2) A description of the requested Signage:

CONSTRUCTION SIGNAGE

Four(4) construction signs identifying the construction at the Conservancy-
See Exhibit C

One(1) construction sign on Freeman Road at the location indicated
on the attached Sign Location Exhibit (Included in Exhibit C);

One (1) construction sign on Kreutzer Road at the location indicated
on the attached Sign Location Exhibit (Attached);and
Two (2) construction signs on Galligan Road at the locations
indicated on the attached Sign Location Exhibit (Attached).

Each of the four construction signs contain 64 square feet of gross surface area per sign face and an aggregate gross surface area of 512 square feet for the four signs described on the attached elevations of Signs 1-4.

Three of the construction signs (the Galligan Road and Kreutzer Road locations) shall be located upon the premises owned by Gilberts Development, LLC. This ground is not currently under contract to NVR Ryan Homes.

MODEL HOME SIGNAGE (attached as Exhibit C-1)

Four (4) Double faced 2' x 2' Burma Saves mounted on a 4' x 4" wood post.

One 3' x 3' Single Sided Information Center Sign mounted to two (2) wood 4' x 4' post with toppers.

One (1) Single Sided 1' x 1' MDO Enter Here Sign mounted to 2' 4' x 4' wood post.

2' x 2' double sided signage mounted to a 4' x 4' wood post.

Single sided PVC brochure Box Display mounted to a 4' x 4' wood post.

Three (3) Single Sided Model ID Displays mounted to 4' x 4' wood post w/ 4' ball cap

(3) Justification of the requests

The Conservancy is a significantly sized development--nearly 1000 acres. The roads that the Conservancy fronts are high speed roads--approximately 50 mph. These factors as well as the remoteness of the development from heavily travelled major arterials in the area support the request. In order to properly market Neighborhood 4 which is the first neighborhood that NVR has put under contract we respectfully suggest that twosided sign along the Galligan Road frontage is warranted due to the factors identified above.

The same factors support the requested gross surface area and the aggregate surface area of the construction signs identified on the elevations of Signs 1-4 attached Exhibit C.

For these reasons it is submitted that the requested sign package is consistent with the intent, purpose, and objectives of the Village's sign regulations.

(4) The location of the building, structure, or zoning lot on which the sign is to be erected or affixed.

See the Sign Location Exhibits included in Exhibits C and C-1.

(5) A site plan of the property involved, showing accurate placement thereon of the proposed sign.

See the Sign Location Exhibits included in Exhibits C and C-1.

(6) A blueprint or ink drawing of the plans, not greater than twenty four inches by thirty six inches (24" x 36") in size, and specifications of the sign to be erected or affixed and method of construction and attachment to the building or in the ground. Such plans and specifications shall include details of dimensions, materials, color, and weight.

See the attached Sign Elevations for Construction Signs 1-4 (Exhibit C); and

the attached Sign Elevations for the Model Home Signage (Exhibit C-1)

(7) The written consent of the owner of the building, structure or property on which the signs are to be erected or affixed.

The signature below of Troy Mertz the Manager of Gilberts Development, LLC constitutes his written consent to the use of the property for these signs.

(8) Such other information as the Village may require to determine full compliance with this code and other applicable ordinances of the village.

To be supplied at the request of the Village.

This is to request that the Village Board consider this sign package request at its regularly scheduled meeting on November 4, 2014 at 7:00 p.m.

Gilberts Development, LLC

By:

Its Manager

Ordinance 23-2014

AN ORDINANCE GRANTING A UTILITY EASEMENT TO AT&T

WHEREAS, the Village of Gilberts is an Illinois municipal corporation organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.;

WHEREAS, Section 11-76-1 of the Municipal Code grants the Village the power to convey interests in real property when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village;

WHEREAS, necessarily included within such authority is the power to grant easements to corporations for the construction, operation and maintenance of facilities upon, under or across any property of the Village for telephone and other public utility services, subject to such terms and conditions as may be determined by the Village; and

WHEREAS, the Village and AT&T have negotiated a non-exclusive utility easement agreement for the placement, construction, operation and maintenance of telecommunications utility facilities on Village property commonly known as Waitcus Park; and

WHEREAS, the Village Board has considered the terms and conditions provided in the attached document, entitled “**AT&T GENERAL EASEMENT**,” and find granting the non-exclusive easement to be in the best interest of the Village and the residents thereof.

NOW, THEREFORE, BE IT ORDAINED by the Corporate Authorities of the Village of Gilberts, as follows:

Section 1. **Recitals & Findings.** The foregoing recitals are hereby incorporated as though fully restated herein, it being the intent of the Board for this resolution to be liberally construed to most effectively accomplish the purpose herein described. Moreover, the Village Board finds the property interest represented by the non-exclusive easement described in this Ordinance is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village.

Section 2. **Easement.** The Village hereby grants a non-exclusive utility easement to Illinois Bell Telephone Company, d/b/a AT&T, upon, under, and across that certain part of Waitcus Park, subject to and as more specifically described in the AT&T General Easement agreement, attached hereto as Exhibit A and incorporated as though fully described herein.

Section 3. **Effective Date.** This ordinance shall become effective upon and after the Village’s receipt of executed counterparts of the AT&T General Easement agreement from AT&T and payment of the easement fee therein described.

PASSED BY THE BOARD OF TRUSTEES of the Village of Gilberts, Illinois at a regular meeting thereof held on the ____ day of _____, 2014.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this _____ day of _____, 2014

(SEAL)

Village President Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing the purchase agreement between the Village of Gilberts and Biggers Chevrolet, Elgin, Illinois for one 2015 4WD Chevrolet Colorado Truck

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a purchase agreement between the Village of Gilberts and Biggers Chevrolet, Elgin Illinois and such documents as are necessary and convenient to effectuate the purchase of one 2015 4WD Chevrolet Colorado truck in the amount not to exceed \$25,356.00 as attached hereto and made part hereof as Exhibit A as approved.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this ____ day of _____, 2014 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2014

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____

RETAIL ORDER FOR A MOTOR VEHICLE

10/27/14

DEAL# N/A

BIGGERS CHEVROLET

1385 E. CHICAGO ST. • ELGIN, ILLINOIS 60120
847-742-9000 • www.biggerschevy.com



VILLAGE OF GILBERTS DATE

73 INDUSTRIAL DRIVE PURCHASER'S NAME

GILBERTS IL 60136 KANE STREET ADDRESS

CITY STATE (847) 428-4167 COUNTY

FLEET DEPARTMENT

"We'll Beat any Chevrolet Deal"

SALESMAN'S NAME

RES. PHONE

BUS. PHONE

SOURCE: NEWSPAPER T.V. NEW CAR
 RADIO REPEAT CUSTOMER USED TRUCK

YEAR 15 MAKE CHEVROLET TRUCK MODEL COLORADO

BODY TYPE EXT CAB 4WD COLOR RED TRIM

MVI OR SERIAL NO.

MILEAGE AT SALE

STOCK NO.

CASH DELIVERED PRICE OF UNIT \$ 25251.00

USED CAR TRADE-IN AND/OR OTHER CREDITS

BEFORE INSTALLED OPTIONS
ALL STANDARD EQUIPMENT
PLUS OPTIONS
6 SPEED AUTO TRANS

MAKE OF TRADE-IN

YEAR MODEL BODY
MVI OR SERIAL NO.

MAKE OF TRADE-IN

YEAR MODEL BODY
MVI OR SERIAL NO.

WE OWE OPTIONS \$ N/A

BALANCE OWED TO

ADDRESS

WT CONVINCE PKG
RIM 5 SPS DELTS
VINYL FLOOR COVERING

USED TRADE-IN ALLOWANCE \$ N/A

BALANCE OWED ON TRADE-IN \$ N/A

NET ALLOWANCE ON USED TRADE-IN \$ N/A

DEPOSIT OR CREDIT BALANCE \$ N/A

DOWN PAYMENT (Trans. to Left Col.) \$ N/A

LIC. NO. EXPIRES

STICKER NO.

DRIVER'S LIC. NO.

SOC. SEC. NO.

CUSTOMER GUARANTEES TRADE TITLE(S) ARE NOT SALVAGED OR REBUILT TITLE(S).

DOCUMENTARY FEE, A DOCUMENT SERVICE FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$166.27 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

DISCLAIMER OF IMPLIED WARRANTY: Unless prohibited by law, such as when a service contract or warranty is provided by dealer, this vehicle is sold "AS IS" and dealer hereby expressly disclaims all warranties, either express or implied, including any IMPLIED WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

CONSEQUENTIAL AND INCIDENTAL DAMAGES - Purchaser shall not be entitled to receive from dealer any consequential and incidental damages, including but not limited to damages to property, damages for loss of use, loss of profits or income or any other consequential or incidental damages whether liability is based on breach of warranty, contract or tort, strict liability or any other statutory or common law theory of liability.

LIMITED DURATION OF IMPLIED WARRANTIES - Where the Disclaimer of Implied Warranties is prohibited by law, the maximum duration of implied warranties is limited to the duration of the service contract or written warranties provided by dealer.

USED VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM (F.T.C. BUYER'S GUIDE) FOR THIS VEHICLE IS PART OF THE CONTRACT. F.T.C. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT.

CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE \$ 25251.00

DOCUMENTARY FEE

STATE AND LOCAL TAXES N/A

COOK COUNTY TAX N/A

OPTIONAL ERT FEE

LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE 105.00

1. TOTAL PRICE OF UNIT \$ 25356.00

2. DOWN PAYMENT consisting of \$ N/A in cash and/or \$ N/A net trade-in allowance on trade-in; see statement in right hand column for details.

3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between items 1 and 2) \$ 25356.00

Except as provided herein, this contract is non-cancelable once it is accepted by the signature of an authorized representative of dealer. In the case of a purchase wherein dealer is being requested to obtain financing, dealer is not obligated to sell UNTIL A THIRD PARTY FINANCE SOURCE agrees to purchase the retail installment contract executed by Purchaser and dealer, based on this transaction. Purchaser certifies that he/she is of majority age and has received a true copy of this order. This statement is to verify that all identifying numbers contained in this bill of sale agree with the numbers in the certificate of title. Purchaser certifies that the information about my trade-in is correct including odometer information and the year of the vehicle and that the trade-in is not now and never has had a "rebuilt" or "salvage" title. Any discrepancies in the mileage, salvage title or year will result in Biggers Chevrolet appraising the vehicle and I will pay the difference. Purchaser further certifies that he/she will pay the difference in cash within three days of demand if the payoff information is incorrect, and all outstanding liens are satisfied. THIS BILL OF SALE IS NOT A RECEIPT FOR YOUR MONEY. A SEPARATE, NUMBERED RECEIPT IS GIVEN FOR ALL MONIES PAID. PRICE INCLUDES ALL DISCOUNTS SUCH AS SPECIAL AD CHECKS, REBATES AND ANY DEALER PROMOTIONS.

DISPUTE RESOLUTION The parties agree that any and all disputes and controversies of any kind and nature between Buyer(s) and Biggers Chevrolet arising out of or in connection with the purchase or financing of the vehicle shall be submitted to binding arbitration pursuant to the Federal Arbitration Act, Title 9, U.S.C. Section 1 et seq, and/or the Illinois Alternative Dispute Resolution Uniform Arbitration Act, 710 ILCS 5/1 et seq, and in accordance with the procedures set forth on the reverse side of this Buyer's order. The parties further waive any right to a trial by jury concerning such dispute.

PURCHASER AGREES THAT THIS ORDER INCLUDES ALL OF THE TERMS AND CONDITIONS ON BOTH THE FRONT AND BACK SIDE HEREOF AND THAT THIS CONTRACT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS.

10/27/14

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE

DEALER OR HIS AUTHORIZED REPRESENTATIVE



JOHN L SWEDBERG

Prepared By:
 Mike Dacheff
 Jerry Biggers Chevrolet
 1385 E Chicago Street
 Elgin, IL 60120
 Phone: (847) 628-6898
 Fax: (847) 742-8178
 Email: mdacheff@biggerschevy.com



2015 Fleet/Non-Retail Chevrolet Colorado 4WD Ext Cab 128.3" WT 12M53

PRICING SUMMARY

PRICING SUMMARY - 2015 Fleet/Non-Retail 12M53 4WD Ext Cab 128.3" WT

	<u>VQ3</u>	<u>MSRP</u>
Base Price	\$25,809.61	\$26,885.00
Total Options:	\$316.80	\$360.00
Vehicle Subtotal	\$26,126.41	\$27,245.00
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$875.00	\$875.00
GRAND TOTAL	\$27,001.41	\$28,120.00

BED
 ASST 1500.00
 25,501.00
250.00
 \$ 25,251.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 356.0, Data updated 10/14/2014
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 Customer File:

Prepared By:

Mike Dacheff

Jerry Biggers Chevrolet

1385 E Chicago Street

Elgin, IL 60120

Phone: (847) 628-6898

Fax: (847) 742-8178

Email: mdacheff@biggerschevy.com



2015 Fleet/Non-Retail Chevrolet Colorado 4WD Ext Cab 128.3" WT 12M53

SELECTED MODEL & OPTIONS**SELECTED MODEL - 2015 Fleet/Non-Retail 12M53 4WD Ext Cab 128.3" WT**

<u>Code</u>	<u>Description</u>	<u>VQ3</u>	<u>MSRP</u>
12M53	2015 Chevrolet Colorado 4WD Ext Cab 128.3" WT	\$25,809.61	\$26,885.00

SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail 12M53 4WD Ext Cab 128.3" WT

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2015 Fleet/Non-Retail 12M53 4WD Ext Cab 128.3" WT**CATEGORY**

<u>Code</u>	<u>Description</u>	<u>VQ3</u>	<u>MSRP</u>
EMISSIONS			
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00	\$0.00
ENGINE			
LCV	ENGINE, 2.5L I4, DI, DOHC, VVT (200 hp [149.0 kW] @ 6300 rpm, 191 lb-ft of torque [259 N-m] @ 4400 rpm) (Not included on Crew Cab models.) (STD)	\$0.00	\$0.00
TRANSMISSION			
MYB	TRANSMISSION, 6-SPEED AUTOMATIC, HMD, 6L50 (STD)	\$0.00	\$0.00
GVWR			
C5G	GVWR, 5800 LBS. (2540 KG) (Standard on Extended Cab models with (LCV) 2.5L I4 engine only.) (STD)	\$0.00	\$0.00
AXLE			
GT5	REAR AXLE, 4.10 RATIO (Requires (LCV) 2.5L I4 engine. Not included on Crew Cab models.)	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

October 27, 2014 10:19:26 AM

Page 2

Prepared By:
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 Elgin, IL 60120
 Phone: (847) 628-6898
 Fax: (847) 742-8178
 Email: mdacheff@biggerschevy.com



2015 Fleet/Non-Retail Chevrolet Colorado 4WD Ext Cab 128.3" WT 12M53

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail 12M53 4WD Ext Cab 128.3" WT

<u>CATEGORY</u>		<u>Code</u>	<u>Description</u>	<u>VQ3</u>	<u>MSRP</u>
PREFERRED EQUIPMENT GROUP		4WT	WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment	\$0.00	\$0.00
WHEEL TYPE		RS2	WHEELS, 16" X 7" (40.6 CM X 17.8 CM) ULTRA SILVER METALLIC STEEL (STD)	\$0.00	\$0.00
SPARE TIRE		QDC	TIRE, COMPACT SPARE T175/80R18, BLACKWALL (Standard with (LCV) 2.5L I4 engine only. Not included on Crew Cab models.) (STD)	\$0.00	\$0.00
PAINT SCHEME		ZY1	SOLID PAINT	\$0.00	\$0.00
PAINT		G7C	RED HOT (Not available on 2SA.)	\$0.00	\$0.00
SEAT TYPE		AR7	SEATS, FRONT BUCKET (STD)	\$0.00	\$0.00
SEAT TRIM		H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM	\$0.00	\$0.00
RADIO		IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO with USB port and auxiliary jack (STD)	\$0.00	\$0.00
ADDITIONAL EQUIPMENT		PCN	WT CONVENIENCE PACKAGE includes (ATG) Remote Keyless Entry, (UTJ) theft-deterrent system, (K34) electronic cruise control and (PPA) EZ-Lift tailgate (Requires (H2R) Dark Ash/Jet Black cloth interior seating.)	\$431.20	\$490.00
		PPA	TAILGATE, EZ-LIFT AND LOWER (Included and only available with (PCN) WT Convenience Package.)	INC	INC
		ATZ	SEAT DELETE, REAR (Requires a Fleet or Government order type and (B38) full-length Black vinyl floor covering. Extended Cab models only.)	-\$44.00	-\$50.00
		B38	FLOOR COVERING, FULL-LENGTH BLACK VINYL (Requires a Fleet or Government order type. Deletes (B34) front and rear carpeted floor mats.) *CREDIT*	-\$70.40	-\$80.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2015 Fleet/Non-Retail Chevrolet Colorado 4WD Ext Cab 128.3" WT 12M53

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail 12M53 4WD Ext Cab 128.3" WT

CATEGORY

<u>Code</u>	<u>Description</u>	<u>VQ3</u>	<u>MSRP</u>
ADDITIONAL EQUIPMENT			
K34	CRUISE CONTROL, ELECTRONIC, AUTOMATIC (Included and only available with (PCN) WT Convenience Package.)	INC	INC
ATG	REMOTE KEYLESS ENTRY, EXTENDED RANGE (Included and only available with (PCN) WT Convenience Package.)	INC	INC
UTJ	THEFT-DETERRENT SYSTEM, UNAUTHORIZED ENTRY (Included and only available with (PCN) WT Convenience Package.)	INC	INC
OPTIONS TOTAL		\$316.80	\$360.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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 Customer File:

VILLAGE OF GILBERTS

RESOLUTION

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR GILBERTS TOWN CENTER UNIT 3, AUTHORIZING THE RELEASE OF THE DEVELOPER'S SUBDIVISION SURETY BOND SUBJECT TO CERTAIN TERMS AND CONDITIONS

WHEREAS, Ryland Group Inc., (“Developer”), is the Developer of Town Center Unit 3, and the Village has received a letter from its Consulting Engineers, Baxter and Woodman, that the majority of the subdivision improvements to be installed in Gilberts Town Center Unit 3, have been completed and are in compliance with municipal ordinances; and

WHEREAS, the Developer has submitted a Continental Insurance Company Performance Bond No. 929441310 in the amount of \$551,538.16, which Bond was submitted to the Village. Upon recommendation of the Consulting Engineers, Baxter & Woodman and Village Board approval the amount of the said Bond will be replaced with a One-year Maintenance Bond of a value not less than \$219,326.47, until completion of the remedial work identified in the attached list as “Exhibit A”; and

WHEREAS, the Village is prepared to reduce the party obligated under the Continental Insurance Company Performance Bond No. 929441310 in the amount of \$551,538.16 to be replaced by a One-year Maintenance Bond in the amount not less than \$219,326.47; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS, as follows:

Section 1: The Village authorizes the release of a Developer’s Subdivision Surety Bond, No. 929441310, which had been posted by and on behalf of the Ryland Group, and the bond be replaced by a One-year Maintenance Bond to guarantee for (1) year the continuing successful operation and compliance with municipal ordinances of the subdivision improvements installed in Town Center Unit 3, in an amount of not less than \$219,326.47 to guarantee the completion of the remedial work identified in the attached list (Exhibit A).

Section 2: This Resolution shall be in full force and effect from and after passage and approval in accordance with law.

Passed this ____ day of _____, 2014 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2014

Village President, Rick Zirk

ATTEST: _____
Debra Meadows, Village Clerk

October 8, 2014

President and Board of Trustees
Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136

COPY

Attention: Mr. Ray Keller, Village Administrator

SUBDIVISION ONE YEAR WARRANTEE RECOMMENDATION

Subject: Village of Gilberts – Town Center Unit 3

Dear President and Trustees:

In accordance with a request by John Swedberg, we have completed a review of Mr. Burke's request, on behalf of Ryland Homes, to release the Developer's subdivision surety, Bond No. 929441310, for the subject Project and replace it with a One-year Warrantee or Maintenance Bond. The following is our summary of construction costs for the project improvements:

Description	Original Value	Value of Work Remaining	Guarantee Value	One-Year Warrantee Value
Earthwork Park Grading & Seed	\$ 427,287.00	\$0.00	\$0.00	\$ 42,728.70
Sanitary Sewer Improvements	265,426.14	0.00	0.00	26,542.62
Water Main Improvements	260,047.64	0.00	0.00	26,004.76
Storm Sewer Improvements	313,888.60	0.00	0.00	31,388.86
Paving Improvements	727,629.29	0.00	0.00	72,762.93
Erosion Control	45,002.00	0.00	0.00	4,500.20
Traffic Control	3,509.00	0.00	0.00	350.90
Street Lighting	18,200.00	0.00	0.00	1,820.00
Parkway Trees	<u>132,275.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$ 13,227.50</u>
Total	\$2,193,264.67	\$0.00	\$0.00	\$ 219,326.47
Contingency Value	<u>\$ 219,326.47</u>			
Total	\$2,412,591.14	\$0.00	\$0.00	\$ 219,326.47
New Surety Value	\$ 219,326.47			

➤ One-year Warrantee Value = (Original Value - Value of Work Remaining) x 10%

➤ Contingency Value = 10% for Contract Values & 25% for Engineer's Opinion of Probable Cost (EOPC) Values

President and Board of Trustees
Village of Gilberts

October 8, 2014
051424 • Page 2

- **New Surety Value** = the Sum of the Totals for (Guarantee Value) + (One-year Warrantee Value)

We have made regular inspections of the improvements made during the progress of construction in Town Center Unit 3. To the best of our knowledge, the completed improvements have been constructed and installed in conformance with the approved plans and specifications and in accordance with good engineering and construction practice.

Upon completion of the following items that remain to be completed, we recommend that the Village of Gilberts approve release of the current surety, Bond No. 929441310, for the Town Center Unit 3 Subdivision and replace it with a One-year Maintenance Bond of a value not less than \$219,326.47. The items remaining to be completed are: removal and replacement of a broken handicap sidewalk at Reston Lane and Columbia Lane, and completion of the removal and replacement of all street trees noted in the upcoming tree inspection.

The Maintenance Bond will serve as warranty for the materials and workmanship of the completed work and this Warranty is to commence on the date of said acceptance of the Project and end one year after and upon the Village's final verification of the satisfactory condition of all improvements within the Project.

Please advise should you have any questions.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



William C. Blecke, P.E.

WCB/FJT:ft

C: Mr. Ray Keller, Village Administrator
Mr. John Swedberg, Building Commissioner
Ms. Debra Meadows, Village Clerk ✓

September 25, 2014

John Swedberg
Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

Chicago Division

1141 East Main Street
Suite 108
East Dundee, IL 60118

224-293-3100 Office
224-293-3101 Fax

www.ryland.com

Re: Gilberts Town Center Unit 3 Request for Final Acceptance

Dear Mr. Swedberg:

I respectfully request the Final Acceptance of the public improvements at Gilberts Town Center Unit 3 and 4 which included the streets, sidewalks, water main, storm sewer, landscaping, and all related appurtenances.

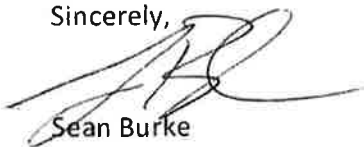
Based on a final review of the site back in 2013 all the necessary items to be taken care of by Ryland Homes had been rectified and Inspected as the work was performed. It appears that there is some additional landscaping replacements that require attention in the next couple of weeks which we could complete with our landscaper if there is no specific list that has been generated.

Therefore this letter is a formal request to the Village to accept the aforementioned improvement's for the Gilberts Town Center Unit 3 and the return of Performance Bond 929441310 in the amount of \$551,538.16.

Please consider this acceptance and release of the bonds to be scheduled for the next available Village board meeting.

Thank you in advance for your assistance in this process. If you have any questions, please feel free to contact me at 847-271-8203.

Sincerely,



Sean Burke
Manager, Purchasing & Land
Ryland Homes

RESOLUTION

VILLAGE OF GILBERTS

Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Gilberts Old Town Roadway and Drainage Improvements

WHEREAS, the Village of Gilberts desires to design and construct roadway and drainage improvements in the Old Town neighborhood of Gilberts; and

WHEREAS, the Village desires to retain the services of Phoenix & Associates to effect a “design-build” approach to constructing roadway and drainage improvements in the Old Town neighborhood of Gilberts; and

WHEREAS, projects defined as “public works” with a value greater than \$20,000.00 require a competitive bidding process set forth in state statute 65 ILCS 5/8-9, or a waiver of the competitive bidding process if approved by two-thirds of the Village Board; and

WHEREAS, the proposed agreement capitalizes on Phoenix & Associates’ knowledge and history of Gilberts, particularly their management of stormwater issues that are present in the subject project area, and their relationships with qualified subcontractors who may assist with the completion of the improvements;

Now, Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby waives the competitive bidding requirements for this “public works” project and any related elements that may be subject to the requirements set forth by state statute 65 ILCS 5/8-9.

Section 2:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a Contract with Phoenix & Associates for Gilberts Old Town Roadway and Drainage Improvements as attached hereto and made a part hereof as Exhibit A as approved.

Section 3:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this ____ day of _____, 2014 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2014

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Debra Meadows

RESOLUTION

VILLAGE OF GILBERTS

Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Mason Road Roadway and Drainage Improvements – Option A

WHEREAS, the Village of Gilberts desires to design and construct roadway and drainage improvements to Mason Road in Gilberts; and

WHEREAS, the Village desires to retain the services of Phoenix & Associates to effect a “design-build” approach to constructing roadway and drainage improvements to Mason Road in Gilberts; and

WHEREAS, projects defined as “public works” with a value greater than \$20,000.00 require a competitive bidding process set forth in state statute 65 ILCS 5/8-9, or a waiver of the competitive bidding process if approved by two-thirds of the Village Board; and

WHEREAS, the proposed agreement capitalizes on Phoenix & Associates’ knowledge and history of Gilberts, particularly their management of stormwater issues that are present in the subject project area, and their relationships with qualified subcontractors who may assist with the completion of the improvements;

Now, Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby waives the competitive bidding requirements for this “public works” project and any related elements that may be subject to the requirements set forth by state statute 65 ILCS 5/8-9.

Section 2:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a Contract with Phoenix & Associates for Gilberts Mason Road Roadway and Drainage Improvements-Option A as attached hereto and made a part hereof as Exhibit A as approved.

Section 3:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this ____ day of _____, 2014 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2014

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows

**CONTRACT BETWEEN
VILLAGE OF GILBERTS
AND
PHOENIX & ASSOCIATES
FOR
GILBERTS MASON ROAD ROADWAY AND DRAINAGE IMPROVEMENTS -
OPTION A**

In consideration of the mutual promises set forth below, the **VILLAGE OF GILBERTS**, 87 Galligan Road, GILBERTS, Illinois, a municipal corporation (“Owner”), and **PHOENIX & ASSOCIATES**, _____ (“Contractor”), make this Contract as of the ____ day of _____, 2014, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Work described in **Exhibit A** and depicted on the plans provided by Baxter & Woodman (“Work”).
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this

Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

Contractor shall have substantial completion by May 1, 2015, and final completion by August 1, 2015.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal, as required by Owner and/or Engineer. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

It is understood that the contract includes many features which will be completed through a "Design Build Process". It is further understood that Owner has allowed Contractor to

commence certain portions of underground and due diligence work in order to provide the Owner with proper baseline information to complete the project.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner

assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such preexisting work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of

such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time (“Change Order”). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever a subcontractor or supplier is required to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by

Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Subsection 4.2A. below. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Subsection 4.2A. below.

A. Minimum Coverages. Unless otherwise provided in the Special Provisions of Contract, Contractor shall, prior to and at all times while providing,

performing, or completing the Work, procure, maintain, and keep in force, at Contractor's expense, at least the following minimum insurance coverages:

1. **Workmen's Compensation:** The Contractor is required to carry, with a company authorized under the laws of the State of Illinois, a policy for protection against liability under the Workman's Compensation and the Occupational Disease Statutes of the State of Illinois.
2. **Comprehensive Motor Vehicle Liability Insurance:** The Contractor shall carry a policy under a comprehensive for to insure the entire automobile liability for the operation with limits of not less than \$1,000,000 each accident for bodily injury and not less than \$1,000,000 each accident for property damage liability.
3. **Comprehensive General Liability:** The Contractor shall carry a comprehensive general liability policy for all operations with limits of not less than \$1,000,000 per claim, and not less than \$2,000,000 aggregate.
4. **Excess Umbrella Liability:** The Contractor shall carry an excess umbrella liability policy for all operations with limits of not less than \$5,000,000 per claim, and not less than \$5,000,000 aggregate.

All such insurance must include an endorsement whereby the insurer agrees to notify the Owner at least 30 days prior to non-renewal, reduction, or cancellation of any policy. The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

B. Additional Coverages. The insurance coverages and limits required by Section 4.2.A. above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance as required by section 4.2 above or on Contractor's liability for losses and damages under this Contract. Contractor shall at all times carry such additional coverages and limits as may be necessary to fully comply with this contract.

C. Subcontractor Insurance. Unless otherwise provided in the Special Provisions of Contract or unless otherwise approved by Owner, Contractor shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those of Contractor by this Section.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, a not-to-exceed amount of \$267,000 _____ (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in installments in the manner set forth in **Exhibit C** ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property

of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (1) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work

with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted

successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Gilberts
87 Galligan Road
Gilberts, Illinois
Attention: Village Administrator

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Phoenix & Associates
____ 94 Railroad Street
Gilberts, Illinois
Attention: Casey Hutson _____

Attention:

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as **Exhibit D** to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be

alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

To the extent that the Prevailing Wage Act applies, it is the Contractor's obligation to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified payroll records to the Owner as required by Statute. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such

licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

Attest/Witness:

VILLAGE OF GILBERTS

By: _____

By: _____

Title: _____

Title: Village Administrator

Attest/Witness:

PHOENIX & ASSOCIATES

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 2014.

Attest/Witness:

PHOENIX & ASSOCIATES

By:

By:

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day
of _____, 2014.

My Commission Expires:

[SEAL]

Notary Public

Exhibit A

Work

1. As attached

Mason Road 2014 roadway improvements
Option A

OPTION A Match existing pavement width (21') and include 1' agg. Shoulder each side. Improve road base and provide 6" binder

PHOENIX BUDGET PROPOSAL		qty	unit	unit price	Cost
I	Staging and mobilization/traffic control				
1	Staging and mobilization/traffic control	1	LS	LS	\$ 12,000.00

Subtotal staging and mobilization \$ 12,000.00

II	Underground improvements				
1	Provide R/R culvert under roadway, replace with DIP	1	LS	included below	
2	Provide 3-4 Catch basins and associated piping	1	LS	included below	
3	1,000 LF drain tile N side of road	1	LS	included below	

Subtotal underground \$ 37,000.00

III	Grind existing pavement				
1	Variable depth/full width	1	LS		\$ 10,000.00

Subtotal grinding \$ 10,000.00

IV	Base reconstruction - 24' width				
1	excavate and remove material	1	LS	included below	
2	import and place material	1	LS	included below	

Subtotal base reconstruction \$ 60,000.00

V	Binder installation - 21' width				
1	Binder 6"		LS	LS	LS
					\$ 113,000.00

Subtotal binder \$ 113,000.00

VI	Parkway restoration/aggregate shoulder				
1	Parkway restoration/aggregate shoulder	1	LS		\$ 35,000.00

Subtotal restoration/shoulder \$ 35,000.00

OPTION A 21' Width **TOTAL IMPROVEMENTS: \$ 267,000.00**

Note: 2" surface lift anticipated cost for 2015 \$ 40,000.00

Total improvements incl. surface: \$ 307,000.00

Exhibit B
Plans
By Others (B&W)

Exhibit C
Schedule for Payments

Exhibit D
Prevailing Wages

4819-1185-9739, v. 1

RESOLUTION

VILLAGE OF GILBERTS

Resolution waiving competitive bidding requirements and authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Mason Road Roadway and Drainage Improvements – Option B

WHEREAS, the Village of Gilberts desires to design and construct roadway and drainage improvements to Mason Road in Gilberts; and

WHEREAS, the Village desires to retain the services of Phoenix & Associates to effect a “design-build” approach to constructing roadway and drainage improvements to Mason Road in Gilberts; and

WHEREAS, projects defined as “public works” with a value greater than \$20,000.00 require a competitive bidding process set forth in state statute 65 ILCS 5/8-9, or a waiver of the competitive bidding process if approved by two-thirds of the Village Board; and

WHEREAS, the proposed agreement capitalizes on Phoenix & Associates’ knowledge and history of Gilberts, particularly their management of stormwater issues that are present in the subject project area, and their relationships with qualified subcontractors who may assist with the completion of the improvements;

Now, Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby waives the competitive bidding requirements for this “public works” project and any related elements that may be subject to the requirements set forth by state statute 65 ILCS 5/8-9.

Section 2:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a Contract with Phoenix & Associates for Gilberts Mason Road Roadway and Drainage Improvements-Option B as attached hereto and made a part hereof as Exhibit A as approved.

Section 3:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this _____ day of _____, 2014 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2014

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows

**CONTRACT BETWEEN
VILLAGE OF GILBERTS
AND
PHOENIX & ASSOCIATES
FOR
GILBERTS MASON ROAD ROADWAY AND DRAINAGE IMPROVEMENTS -
OPTION B**

In consideration of the mutual promises set forth below, the **VILLAGE OF GILBERTS**, 87 Galligan Road, GILBERTS, Illinois, a municipal corporation (“Owner”), and **PHOENIX & ASSOCIATES**, _____ (“Contractor”), make this Contract as of the 5th day of Nov., 2014, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Work described in **Exhibit A** and depicted on the plans provided by Baxter & Woodman (“Work”).

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this

Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

Contractor shall have substantial completion by May 1, 2015, and final completion by August 1, 2015.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal, as required by Owner and/or Engineer. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

It is understood that the contract includes many features which will be completed through a "Design Build Process". It is further understood that Owner has allowed Contractor to

commence certain portions of underground and due diligence work in order to provide the Owner with proper baseline information to complete the project.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner

assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such preexisting work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of

such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever a subcontractor or supplier is required to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by

Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Subsection 4.2A. below. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Subsection 4.2A. below.

A. Minimum Coverages. Unless otherwise provided in the Special Provisions of Contract, Contractor shall, prior to and at all times while providing,

performing, or completing the Work, procure, maintain, and keep in force, at Contractor's expense, at least the following minimum insurance coverages:

1. **Workmen's Compensation:** The Contractor is required to carry, with a company authorized under the laws of the State of Illinois, a policy for protection against liability under the Workman's Compensation and the Occupational Disease Statutes of the State of Illinois.
2. **Comprehensive Motor Vehicle Liability Insurance:** The Contractor shall carry a policy under a comprehensive for to insure the entire automobile liability for the operation with limits of not less than \$1,000,000 each accident for bodily injury and not less than \$1,000,000 each accident for property damage liability.
3. **Comprehensive General Liability:** The Contractor shall carry a comprehensive general liability policy for all operations with limits of not less than \$1,000,000 per claim, and not less than \$2,000,000 aggregate.
4. **Excess Umbrella Liability:** The Contractor shall carry an excess umbrella liability policy for all operations with limits of not less than \$5,000,000 per claim, and not less than \$5,000,000 aggregate.

All such insurance must include an endorsement whereby the insurer agrees to notify the Owner at least 30 days prior to non-renewal, reduction, or cancellation of any policy. The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

B. Additional Coverages. The insurance coverages and limits required by Section 4.2.A. above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance as required by section 4.2 above or on Contractor's liability for losses and damages under this Contract. Contractor shall at all times carry such additional coverages and limits as may be necessary to fully comply with this contract.

C. Subcontractor Insurance. Unless otherwise provided in the Special Provisions of Contract or unless otherwise approved by Owner, Contractor shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those of Contractor by this Section.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, a not-to-exceed amount of \$305,600 _____ (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in installments in the manner set forth in **Exhibit C** ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property

of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (1) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work

with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted

successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Gilberts
87 Galligan Road
Gilberts, Illinois
Attention: Village Administrator

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Phoenix & Associates
____ 94 Railroad Street
Gilberts, Illinois
Attention: Casey Hutson _____

Attention:

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as **Exhibit D** to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be

alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

To the extent that the Prevailing Wage Act applies, it is the Contractor's obligation to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified payroll records to the Owner as required by Statute. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such

licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

Attest/Witness:

VILLAGE OF GILBERTS

By: *Debra Meadows*

By: _____

Title: *Village Clerk*

Title: Village Administrator

Attest/Witness:

PHOENIX & ASSOCIATES

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF Kane) SS

CONTRACTOR'S CERTIFICATION

I Debra Meadows, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this 5th day of November, 2014.

Attest/Witness:

PHOENIX & ASSOCIATES

By: Debra Meadows

By: _____

Title: Village Clerk

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2014.

My Commission Expires:

Notary Public



Exhibit A

Work

1. As attached

Mason Road 2014 roadway improvements
Option B

OPTION B Widen pavement width to (24') and include 1' agg. Shoulder each side. Improve road base and provide 6" binder

PHOENIX BUDGET PROPOSAL		qty	unit	unit price	Cost
I	Staging and mobilization/traffic control				
1	Staging and mobilization/traffic control	1	LS	LS	\$ 12,000.00

Subtotal staging and mobilization \$ 12,000.00

II	Underground improvements				
1	Provide R/R culvert under roadway, replace with DIP	1	LS	included below	
2	Provide 3-4 Catch basins and associated piping	1	LS	included below	
3	1,000 LF drain tile N side of road	1	LS	included below	

Subtotal underground \$ 37,000.00

III	Grind existing pavement				
1	Variable depth/full width	1	LS		\$ 10,000.00

Subtotal grinding \$ 10,000.00

IV	Base reconstruction - 28' width				
1	excavate and remove material	1	LS	included below	
2	import and place material	1	LS	included below	

Subtotal base reconstruction \$ 80,000.00

V	Binder installation - 24' width				
1	Binder 6"		LS	LS	\$ 131,600.00

Subtotal binder \$ 131,600.00

VI	Parkway restoration/aggregate shoulder				
1	Parkway restoration/aggregate shoulder	1	LS		\$ 35,000.00

Subtotal restoration/shoulder \$ 35,000.00

OPTION B 24' Width **TOTAL IMPROVEMENTS:** \$ **305,600.00**

Note: 2" surface lift anticipated cost for 2015 \$ 46,000.00

Total improvements incl. surface: \$ 351,600.00