



240 S. Route 59
Bartlett, Illinois 60103

Meeting of Township Board
November 1, 2010
7:00 PM

A G E N D A

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Town Hall (Public Comments)
- V. Supervisor's Report
- VI. Clerk's Report
 - A. Approve Regular Meeting Minutes of October 19, 2010
 - B. Approve Executive Session Minutes of October 19, 2010
- VII. Highway Commissioner's Report
- VIII. Assessor's Report
- IX. Trustee Liaisons' Committee Reports
- X. Treasurer's Report
- XI. Bill Paying
- XII. Unfinished Business
- XIII. New Business
 - A. Consideration of Liquor License and Rezoning
 - B. Discussion of Joint Meeting with Mental Health Board
 - C. Resolution to Approve Architect Proposal (Senior Center Emergency Generator)
- XIV. Executive Session
- XV. Workshop – Holiday Show Preparation
- XVI. Other Business
- XVII. Adjournment

MISSION STATEMENT

Hanover Township is committed to providing an array of quality, cost effective, community based services; and to acting as a dynamic and responsive organization that delivers services in a responsible and respectful manner.

Hanover Township
Board Audit Report
From 10/20/10 to 11/2/10

Total Town Fund	24,999.99
Total Senior Center	15,693.44
Total Welfare Services	7,393.06
Total Road and Bridge	16,066.74
Total Mental Health Board	1,766.85
Total Retirement	
Total Vehicle	
Total Capital	4,443.46
Total All Funds	<u><u>70,363.54</u></u>

The above has been approved for payment this 2nd day of November 2010.

Supervisor

Town Clerk

Trustee

Trustee

Trustee

Trustee

W-T MECHANICAL / ELECTRICAL ENGINEERING, LLC

2675 Pratum Avenue Hoffman Estates, IL 60192
(224) 293-6333
FAX (224) 293-6444

September 30, 2010

Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103

Attention: Mr. James Barr

Re: Emergency Biodiesel Generator
Hanover Township Senior Center

Dear Mr. Barr,

After reviewing the EECBG application and conducting a building survey we have determined that the proposed 200KW 277/480V 3-phase, 4-wire biodiesel generator will be of sufficient size to provide emergency back-up power for the complete facility including the building fire pump.

Based on the site survey, proposed location of the generator, a generator package consisting of a 200KW 277/480V 3-phase, 4-wire biodiesel generator with 24-hour base tank, main circuit breakers, battery charger, block heater, remote annunciator panel, weatherproof sound enclosure with concealed muffler, minimum 1" sound insulation, vertical radiator exhaust extension, concrete pad, 100 Amp automatic transfer switch, 800 Amp automatic transfer switch, all required feeder and branch circuit conduit and wiring, connections, and all required labor to install a complete and operating system will have a total cost of \$181,500.00.

Should you have any questions please call.

Respectfully submitted,

W-T MECHANICAL / ELECTRICAL ENGINEERING, LLC.



Karl J. Streitenfeld
Chief Electrical Engineer

ADDENDUM NO. ONE dated November 1, 2010 to the Proposal dated October 18, 2010 for architectural and engineering services for the Hanover Township Bio-diesel Generator Project to be supplied and installed at the Township's Senior Center (the "Proposal") and the General Terms and Conditions thereto (the "General Terms and Conditions") between Corporate Design & Development Group, LLC (the "Architect") and Hanover Township (the "Township" or "Owner") (collectively, the "Parties"). The Proposal and General Terms and Conditions as modified by this Addendum is hereinafter referred to as the "Agreement".

The Proposal and General Terms and Conditions are hereby modified as follows:

1. Architect's reimbursable expenses for the project work shall not exceed \$2,000.00.

2. All references to estimated fees in the Agreement are modified to provide that the fees for architectural and engineering services set forth in the Proposal, as modified herein, shall not exceed \$7,400.00, except as provided in this Addendum to the contrary.

3. Paragraph 1 of the General Terms and Conditions (Billing and Payment) is modified in accordance with paragraph 2 of this Addendum. Said paragraph 1 is further amended to provide that the payment procedures and interest rate shall be as provided under the Illinois Local Government Prompt Payment Act (50 ILCS 505/2 et seq.).

4. Paragraph 2 of the General Terms and Conditions (Consequential Damages) is modified to provide that the Township is not waiving any right and/or claims for consequential damages.

5. Paragraph 4 of the General Terms and Conditions (Dispute Resolution) is deleted in its entirety.

6. Paragraph 7 of the General Terms and Conditions (Limitation of Liability) is deleted in its entirety and the following substituted therefor: "It is intended by the Parties of this Agreement that Architect's services in connection with the Project Work shall not subject Architect's individual employees, officers, managers, or directors to any personal legal exposure for the risks associated with such Project Work. Therefore notwithstanding anything to the contrary contained herein, the Township agrees that any claim, demand or suit by the Township hereunder shall be directed and/or asserted only against Corporate Design & Development Group, LLC, an Illinois limited liability company, and not personally and individually against the managers, employees, officers or directors of Corporate Design & Development, LLC."

7. Paragraph 9 of the General Terms and Conditions (Ownership of Instruments of Service) is amended by adding the following thereto: "Notwithstanding the foregoing, Architect consents to Drawings, Specifications and other contract documents prepared by Architect and/or its consultants being reproduced and submitted to Contractors who may be submitting bids for the Project Work, and also to Cook County, Illinois and/or federal governmental agencies in order for the Township to

obtain grant funds. Architect understands and agrees that such Drawings, Specifications and other contract documents prepared by Architect will be subject to disclosure and/or copying in the event the Township receives a Freedom of Information Act request for said documents and/or is otherwise required by law to furnish and/or disclose said documents.”

8. Paragraph 10 of the General Terms and Conditions (Permits and Approvals) is clarified to provide that Architect’s obligations shall be as set forth under Task 117 (page 2) in the Proposal. The Township shall pay the permit fees charged by the Village of Bartlett, Illinois and other permit fees, if any, charged by other governmental and/or regulatory entities necessary for the Project Work.

9. Paragraph 11 of the General Terms and Conditions (Rejection of Nonconforming Work) is amended by adding the following thereto: “Notwithstanding the foregoing, Architect shall notify Owner of any nonconforming work prior to Owner’s payment for such nonconforming work.”

10. Paragraph 14, of the General Terms and Conditions is amended by adding the following thereto: “Notwithstanding the forgoing, the Township shall not be liable for payment of any such invoices, costs and/or fees in the event Architect is in default and/or breach hereunder.”

11. The Agreement is hereby modified by adding the following Sections thereto:

15. The plans, specifications and drawings designed by the Architect and its consultants shall comply with all applicable federal, state and local rules, regulations, codes and ordinances, including, but not limited to the Americans with Disabilities Act of 1990, as amended, and the Village of Bartlett Building Codes, as amended (collectively, the “Laws”) in effect at the time said plans and specifications and drawings are prepared by Architect, and also the requirements imposed under the Energy Efficiency and Conservation Block Grant Program Subrecipient Agreement dated July 12, 2010 between the Township and the Cook County Bureau of Community Development and the Cook County Department of Environmental Control on behalf of Cook County, Illinois, a copy of which is attached hereto as Exhibit A and incorporated herein (the “EECBG Agreement”), including but not limited to compliance with the American Recovery and Reinvestment Act of 2009 and the “Buy American”/domestic preference requirements therein and EISA, (the “Grant Requirements”). In the event such codes and regulations are amended following the preparation of said plans, drawings and specifications and/or in the event applicable codes and/or regulations are enacted following such plan and specifications preparation, and/or in the event of any amendments to the Grant Requirements, Architect shall revise same accordingly, and shall be compensated for such revisions in accordance with the hourly rates set forth in the 2010 Rate Schedule, a copy of which is attached hereto as Exhibit B and is incorporated herein (the “Rate Schedule”) (provided that the not to exceed amount has been exceeded). Architect and its consultants shall similarly comply with all applicable Laws and

Grant Requirements in providing its architectural and/or engineering services hereunder.

16. In the event of breach and/or default under the Agreement, the non-defaulting/non-breaching party shall be entitled to all rights and remedies available at law and/or equity, including reasonable attorney's fees.

17. The Agreement and all Addendums thereto shall be construed, and governed in accordance with Illinois law, and the exclusive venue for enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.

18. Architect shall obtain and maintain at its sole cost insurance of the types of coverages and in the minimum amounts listed below:

A. Commercial General Liability Insurance

Architect shall maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Hanover Township, and its officials, officers, employees, volunteers, agents, successors and assigns, shall be included as an insured under Architect's CGL coverage, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the excess/umbrella liability coverage (collectively, the "Additional Insured"). This insurance shall apply as a primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them. Any insurance or self insurance maintained by the Additional Insured shall be in excess of Architect's insurance and shall not contribute with it.

B. Professional Liability Insurance

Architect shall maintain architect and engineers professional liability insurance with a limit of not less than \$2,000,000 each claim, and \$4,000,000 annual aggregate.

C. Business Auto Liability Insurance

Architect shall maintain business auto liability with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Architect shall maintain workers compensation as required by statute and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease, with a policy limit of not less than \$1,000,000.

If the Additional Insured have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Excess/Umbrella Liability Insurance required in this Contract, the Architect waives all rights against the Additional Insured, and all of them, for recovery of damages arising out of or incident to the project.

E. Excess/Umbrella Liability Insurance Coverage

Architect shall maintain Excess/Umbrella Liability Insurance coverage of not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.

F. General Insurance Provisions

i. Evidence of Insurance

Prior to beginning work, Architect shall furnish the Township with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to, additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Township prior to the cancellation or material adverse change of any insurance referred to therein. Such written notice to the Township shall be by certified mail, return receipt requested.

Failure of the Township to demand such certificate endorsement or other evidence of full compliance with these insurance requirements or failure of the Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance.

The Township shall have the right, but not the obligation, of prohibiting the Architect from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Township.

Failure to maintain the required insurance may result in termination of this Agreement at Township's option.

Architect shall provide certified copies of all insurance policies required above within 10 days of Township's written request for said copies.

ii. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A, VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A, VII or a Best's rating is not obtained, the Township has the right to reject insurance written by an insurer it deems unacceptable.

iii. Cross-Liability Coverage

If Architect's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

iv. Deductibles and Self-Insured Protection

Any deductibles or self-insured retentions must be declared to the Township.

v. Subcontractors and Consultants

Architect shall cause each subcontractor and consultant employed by or acting on behalf of Architect to purchase and maintain insurance of the types and amounts of coverages specified above. When requested by the Township, Architect shall furnish copies of certificates of insurance evidencing coverage for each such subcontractor and consultant.

G. Indemnification

To the fullest extent permitted by law, Architect shall indemnify and hold harmless Hanover Township and its officers, officials, employees, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against all liability claims, damages, liens, lien rights, losses and expenses, including, but not limited, to, reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's work and/or work performed on behalf of Architect hereunder provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction or damage of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, its employees, agents, consultants, contractors, subcontractors of any tier and/or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; except to the extent caused by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify which would otherwise exist as to any party or person described in this paragraph. Architect shall similarly indemnify and hold harmless the Indemnified Parties for any liability, claim, damage, lien, lien rights, loss or expense arising out of or

attributable to Architect's breach of and/or default under this Agreement. These indemnification obligations shall survive the expiration and/or termination of the Agreement.

19. Architect shall exercise professional skill and judgment in the manner which can be reasonably expected from other architects and engineers (as the case may be) performing similar services to those required hereunder including, but not limited to, any drawings, specifications, certifications, and/or representations made by Architect and/or its consultants hereunder.

20. The Architect shall assist the Owner at no additional cost to Owner, in reviewing mechanic's lien waivers and supporting affidavits submitted with requests for payments and other payment request documentation to determine that the quantities and amounts set forth in such waivers and supporting affidavits are accurate and that waivers and affidavits have been submitted by all necessary parties.

21. Architect shall not issue a final Certificate of Payment until the Contractor has complied with the requirements of the Contract Documents. The Architect shall certify that the work conforms to the requirements of the Contract Documents. The Architect shall expedite and coordinate substantial completion, final acceptance, Contractor's final payment and facility turnover.

22. Architect shall assist Owner in reviewing and evaluating bid submittals to determine the lowest responsible and responsive bidder meeting specifications at no additional cost to Owner.

23. The Architect shall visit the Site and intervals appropriate to the stage of construction, but not less than two (2) times during the Construction Phase, to become generally familiar with the progress and quality of the Work to determine if the Work is proceeding in accordance with the Contract Documents. While the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, the Architect shall make on-site observations as reasonably may be required to ascertain the quality of the construction work and, on the basis of such on-site observations, the Architect shall keep Owner informed of the progress and quality of the Work and shall exercise reasonable care to guard the Owner against defects and deficiencies in the Work of the Contract, and against payment for Work that has not been completed or material that has not been used in the Work or stored on the construction site. Architect shall be compensated for site visits in excess of two (2) times during the Construction Phase required herein at the hourly rates set forth in the Rate Schedule to the extent the not to exceed amount has been exceeded. The initial two (2) Site visits are included in the not to exceed amount set forth in the Proposal.

24. Miscellaneous.

A. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing Architect may not assign its rights, duties and obligations hereunder without the express written consent of Owner, which Owner may withhold in its sole and absolute discretion. Any such assignment without Owner's written consent shall be null and void.

B. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of this Agreement shall not impair or effect in any manner the validity, enforceability or effect of the remainder hereof. The Parties agree that their intention is to enforce and carry out, to the maximum extent allowed by law, the provision of this Agreement. All Parties hereto acknowledge their intent and belief that all provisions are valid and enforceable.

C. This Agreement constitutes the entire agreement between the Parties. No covenants, assurances of additional payments or consideration, promises, representations or warranties have been made except as specifically set forth herein and no provision hereof may be waived, modified or altered except in writing executed by all Parties.

D. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

E. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.

F. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

G. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement."

In the event of any conflict between the terms and conditions of the Addendum and the Proposal and/or the General Term and Conditions, the terms and conditions of the Addendum shall control.

[SIGNATURE PAGE FOLLOWS]

Hanover Township

Corporate Design & Development
Group, LLC:

Brian P. McGuire, Supervisor

Troy N. Triphahn, VicePresident

Attest:

Attest:

Katy Dolan Baumer, Clerk

Its: _____

RESOLUTION _____

**A RESOLUTION APPROVING OF A PROPOSAL FOR ARCHITECTUAL AND
ENGINEERING SERVICES FOR THE HANOVER TOWNSHIP BIO-DIESEL
GENERATOR PROJECT**

BE IT RESOLVED by the Supervisor and Board of Town Trustees (the “Board”) of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: The Proposal dated October 18, 2010 for architectural and engineering services for the Hanover Township bio-diesel generator project to be supplied and installed at the Township’s Senior Center (the “Proposal”) as modified by Addendum No. One thereto dated November 1, 2010 (the “Addendum”) between Corporate Design & Development Group, LLC and Hanover Township (the “Township”), copies of which are attached hereto and incorporated herein, is hereby approved.

SECTION TWO: The Township Supervisor is hereby authorized to sign the Proposal and Addendum on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 1, 2010

APPROVED: November 1, 2010

Brian P. McGuire, Supervisor

ATTEST:

Katy Dolan Baumer, Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on November 1, 2010, and approved on November 1, 2010, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Clerk