



240 S. Route 59, Bartlett, Illinois 60103

**Regular Meeting of Town Board**

*January 4, 2011*

**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 December 14<sup>th</sup>, 2010
  - B. Approve Executive Session Minutes of December 14<sup>th</sup>, 2010
- VII. Highway Commissioner's Report
- VIII. Assessor's Report
- IX. Treasurer's Report
- X. Bill Paying
- XI. Unfinished Business
- XII. New Business
  - A. Approval of Resolution Authorizing Lease Agreement between Hanover Township and the Bartlett Volunteer Fire Department
  - B. Approval of Resolution Authorizing Sub-recipient CDBG Agreement for the Senior Center Lower Level Improvements
  - C. A Resolution Approving of a Biodiesel Generator System Agreement for the Hanover Township Senior Center
- XIII. Executive Session
- XIV. Workshop – Preparation for Senior Holiday Revue
- XV. Other Business
- XVI. 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 12/15/10 to 01/04/11

Total Town Fund	23,549.61
Total Senior Center	10,637.45
Total Welfare Services	9,987.47
Total Road and Bridge	5,692.82
Total Mental Health Board	
Total Retirement	
Total Vehicle	
Total Capital	6,615.00
Total All Funds	<u><u>56,482.35</u></u>

The above has been approved for payment this 4th day of January 2011.

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING OF ADDENDUM NO. TWO  
TO THE BUILDING LEASE BETWEEN  
HANOVER TOWNSHIP AND THE BARTLETT VOLUNTEER FIRE DEPARTMENT**

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

**SECTION ONE:** Addendum No. Two dated January 4, 2011 to the Building Lease dated July 1, 2008, as modified by Addendum No. One thereto dated July 22, 2008 between the Bartlett Volunteer Fire Department and Hanover Township (the "Township"), a copy of which is appended hereto and expressly incorporated herein by this reference ("Addendum No. Two"), is hereby approved subject to the Township attorney's approval.

**SECTION TWO:** The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, Addendum No. Two on behalf of the Township following approval by the Township attorney.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity 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 January 4, 2011

APPROVED January 4, 2011

\_\_\_\_\_  
Brian P. McGuire, Township Supervisor

ATTEST:

\_\_\_\_\_  
Katy Dolan Baumer, Township 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 January 4, 2011, and approved on January 4, 2011, as the same appears from the official records of Hanover Township.

\_\_\_\_\_  
Katy Dolan Baumer, Township Clerk

ADDENDUM NO. TWO dated January 4, 2011 to the Building Lease dated July 1, 2008 (the "Building Lease"), as modified by Addendum No. One thereto dated July 22, 2008 ("Addendum No. One"), between the Bartlett Volunteer Fire Department, a not-for-profit corporation exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code ("Lessor") and Hanover Township, an Illinois township (the "Lessee" or "Township"), copies of which are attached hereto and incorporated herein. The Building Lease as amended by Addendum No. One is hereinafter referred to as the "Lease Agreement".

A. The Lease Agreement is hereby amended as follows:

1. The term of the Lease Agreement is hereby extended through December 31, 2011 (the "Renewal Term").
2. Following the expiration of the Renewal Term, THE LEASE AGREEMENT SHALL AUTOMATICALLY RENEW FOR ADDITIONAL ONE (1) YEAR TERMS UNLESS WRITTEN NOTICE IS GIVEN BY EITHER PARTY NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE RENEWAL TERM OR ANY SUBSEQUENT RENEWAL TERM, AS THE CASE MAY BE, OF THE PARTY'S INTENTION NOT TO RENEW, PROVIDED THAT THE LEASE AGREEMENT HAS NOT BEEN TERMINATED EARLIER AS PROVIDED THEREIN.

B. The Lease Agreement shall remain in full force and effect as modified herein.

Hanover Township:

Bartlett Volunteer Fire Department:

By: \_\_\_\_\_  
Brian P. McGuire, Supervisor

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

Attest:

Attest:

\_\_\_\_\_  
Katy Dolan Baumer, Clerk

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

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN HANOVER TOWNSHIP AND COOK COUNTY (PROJECT #10-018, Senior Health Center Improvements)**

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

**SECTION ONE:** That the Community Development Block Grant Program Subrecipient Agreement between Hanover Township (the "Township") and Cook County dated October 1, 2010 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

**SECTION THREE:** The Township Supervisor and Township Administrator are authorized to perform such other acts as necessary for the Township to obtain the CDBG funds to the extent permitted by law.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:                      January 4, 2011

APPROVED:                      January 4, 2011

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Brian P. McGuire, Township Supervisor

ATTEST:

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Katy Dolan Baumer, Township 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 January 4, 2011, and approved on January 4, 2011, as the same appears from the official records of Hanover Township.

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Katy Dolan Baumer, Township Clerk

# 2010 PROGRAM YEAR

OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

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## SUBRECIPIENT AGREEMENT

**FOR :** Capital Improvements

**SUBGRANTEE :** HANOVER TOWNSHIP

**PROJECT TITLE :** Senior Health Center Improvements

**PROJECT #:** 10-018

**GRANT AMOUNT :** \$75,000

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into the 2010 Program Year that begins the first day of October 2010 as of the first day of October 2010, by the **Hanover Township** and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and the either an Illinois governmental entity or an Illinois Not-For-Profit Corporation, (hereinafter referred to as the "Subrecipient").

### WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2010 through September 30, 2011, pursuant to said Act; and,

WHEREAS, if the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, if the Subrecipient is a Township, it derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, if the Subrecipient is a Park District, it derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, if the Subrecipient is a Housing Authority, it derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, if the Subrecipient is an Intergovernmental Agency, it derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; and

WHEREAS, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient has elected to participate in the County's Community Development Block Grant ("CDBG") Program under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the Project as described in the Subrecipient's Project Summary, attached hereto as Exhibit "C" which includes a detailed description of the work, a complete budget and scheduled for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **10-018**).

NOW THEREFORE, the parties do hereby agree as follows:

#### 1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

## 2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A").
2. Assurances (Exhibit "B")
3. Project Summary and Line Item Budget (Exhibit "C").
4. Administrative Requirements (Exhibit "D")

The execution of this Agreement by the Subrecipient is agreement that it understands that it is complying with and that it will continue to comply with the certifications and assurances contained in Exhibits A, B, and D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Manual of Administrative Procedures, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

## 3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit D.

4. **Agreement to Undertake the Project.**

The Subrecipient agrees to undertake the work and activities described herein and in its project summary (Exhibit "C").

5. **Grant Award.**

The County hereby agrees to make a grant in a sum not to exceed **Seventy Five Thousand Dollars and No Cent.** The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **10-018** in accordance with the approved Project Summary (Exhibit C). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED**

6. **Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.**

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. **Compliance with Laws, Rules and Regulations; Performance Measurement Goals; and National Objective**

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements.

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas and that their performance and progress will be measured to that end. The annual performance reports will be due to the County no later than the close of business September 1, 2011. The subrecipients may draw reimbursement only up to 75% of the approved amount until the performance reports are submitted. **The Subrecipient will forfeit the remaining 25% of the approved amount in the event that the performance reports are not submitted by September 1, 2011.** The subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding request in jeopardy. **The County reserves the right to deny request for future funding, in part or in whole, on the failure to comply with the stated rules and regulations.**

**National Objectives.**

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low and moderate income people in the following categories:
  - a. Area benefit activities
  - b. Limited clientele activities
  - c. Housing activities
  - d. Job creation
2. Aid in the prevention or elimination of slum and blight, and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate- income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

## **8. Conflict of Interest.**

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits,

2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement,

3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minute books of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this paragraph in all contracts or subcontracts entered into Pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purpose of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions apply only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

G. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611©.

H. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

**9. Procedures After Executing the Agreement; Notice to Proceed.**

After the execution of this Agreement, the County and the Subrecipient shall adhere to the following schedule:

A. The County Planning and Development staff will undertake the required environmental review for the project.

B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, a "NOTICE TO PROCEED".

D. After issuance of the "NOTICE TO PROCEED", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Manual of Administrative Procedures, and, where necessary, the handbooks set out in section 2.B. of this Agreement.

**10. Lobbying:**

The Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and

C. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

**D. Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Hatch Act: Davis Bacon**

A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C

B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq).

**11. Copyright**

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**12. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as workshop, religious instruction or proselytization.

**13. Environmental Conditions**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

**D. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**E. Debris and Hazardous Substances**

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it or its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, leak, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

**14. Time to Start Project; Time to Finish Project.**

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Notice to Proceed" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "NOTICE TO PROCEED" is issued.

B. The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Notice to Proceed" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly

returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Notice to Proceed; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Project Year for this award on September 30, 2011.**

**15. Records Maintenance.**

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: a general ledger that supports the costs charged to the CDBG program, records documenting procurement of goods and services, contracts for goods and services, lease and rental agreements, invoices, billing statements, cancelled checks, timecards signed by employees and supervisors, personnel authorization of records, payroll registers, payroll tax records, bank statements, bank reconciliation reports, subcontractor agreements, schedules containing comparisons of budgeted amounts and actual expenditures, and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

**16. Return of Funds and Accounts Receivables; Expiration of Project.**

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all CDBG funds on hand and all accounts receivable attributable to the use of CDBG funds which funds and accounts receivable are traceable to this Agreement.

**17. Prohibition on Assignment or Transfer of Agreement or Funds.**

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 17 of this Agreement including any of the actions set out therein.

**18. Blank Forms and Documents.**

The Subrecipient shall, upon request of the County, submit any and all forms or blank forms, documents, agreements and contracts to the County for review for compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

**19. Obligation for Costs and Future Projects.**

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds. Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.

## 20. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

## 21. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:
  - a. suspend or terminate this Agreement in whole or in part by written notice, and/or;
  - b. demand refund of any funds disbursed to Subrecipient;
  - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
  - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
  - e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  - f. withhold further awards for the program;
  - g. take other remedies legally available; or
  - h. take appropriate legal action

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program. The Subrecipient may be given up to ten (10) business days to come into compliance; provided, however, the County may also take any of the actions listed subparagraph A. hereof.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion, that the Subrecipient has, including but not limited to:

1. used or is using fraudulent, coercive or dishonest practices;
2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit C hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated, provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

## 22. NOTICE.

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY:

Mr. John P. Schneider, Director of Economic  
Development  
Bureau of Community Development  
69 W. Washington, 29th Floor  
Chicago, IL 60602

TO THE SUBRECIPIENT:

Honorable Brian P. McGuire, Supervisor  
Hanover Township  
250 South Route 59  
Bartlett, IL 60103-1648

## 23. SIGNAGE

That the Subrecipient hereby agrees to permit appropriate signage, prepared and erected by the County, of the County's participation in the project.

**24. Effective Date; Close Out of Grant.**

This Agreement shall be effective as of the first day of October, 2010, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

**[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]**

**COUNTY OF COOK:**

BY: \_\_\_\_\_  
Bureau Chief of Community Development (Signature)      Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
County of Cook

Attest: \_\_\_\_\_  
Cook County Clerk (Signature)      Printed Name \_\_\_\_\_ Date \_\_\_\_\_

County Seal

Approved as to Form: \_\_\_\_\_  
Assistant State's Attorney (Signature)      Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
Subrecipient Official (Signature)      Subrecipient Official (Printed Name) \_\_\_\_\_ Date \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Subrecipient Clerk/Secretary (Signature)      Subrecipient Clerk/Secretary (Printed Name) \_\_\_\_\_ Date \_\_\_\_\_

Subrecipient Seal

Approved as to Form: \_\_\_\_\_  
Subrecipient Attorney (Signature)      Subrecipient Attorney (Printed Name) \_\_\_\_\_ Date \_\_\_\_\_

ATTACH: Exhibits  
Resolution

**EXHIBIT A**

**EQUAL EMPLOYMENT OPPORTUNITY**  
**CERTIFICATION**

## EXHIBIT A

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COUNTY OF COOK

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the County of Cook, Illinois (the "County") in conjunction with the County's Community Development Block Grant Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, ancestry, marital status, handicap, unfavorable discharge from military service, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient further agrees to the following:

1. Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations. It will also comply with Chapter 4 of the Community Development Block Grant Administrative Manual with regard to Community Development assisted construction contracts;

2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work; provided, however, that if the Subrecipient so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract;

3. It will assist and cooperate actively with the County and the HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of HUD and the County;

4. It will furnish the County and HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County and HUD in the discharge of primary responsibility for securing compliance;

5. It will enforce the sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD;

6. In the event that its fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, may take any of the actions set out of the actions in the agreement or may refer the case to HUD for appropriate legal proceedings.

7. It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

8. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135, as amended from time to time.

9. It will comply with the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.)

EXHIBIT B

ASSURANCES

## EXHIBIT B -- ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
  - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
  - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee under Section 108 of the Housing and Community Development Act of 1974, as

amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
  - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
  - 2.
    - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
    - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
  - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
  - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
  - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
  - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
  - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act, and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.
- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N.
  1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
  2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies, to the best of its knowledge and belief, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

# EXHIBIT C - PROJECT SUMMARY

2010 Program Year: October 1, 2010 through September 30, 2011



Planner

Enric Mestre

SUBRECIPIENT **HANOVER TOWNSHIP**

ADDRESS **250 South Route 59** CITY **Bartlett** ZIP **60103-1648**

**Steven Spejcher** (630) 837-0301 (630) 837-9064 hanover@htonline.info  
PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM **10-018** IDIS No. PROJECT TITLE  
**Public Facilities: Senior Health Center Improvements**  
Account #: 9428225-580170.100

Eligibility Citation **570.201(c)** Budget Amount **\$75,000** Award Match Source 1  
Match 2 Source 2

## SUMMARY PROJECT DESCRIPTION:

### Eligibility:

#### LMI

- Does Not Apply  
 Area Benefit  
 Limited Clientele  
 Housing Activity  
 Job Creation/Retention

Census Tracts

#### Slum Blight

- Does Not Apply  
 Area  
 Spot

Block Groups

#### Is Acquisition Required?

- Yes  
 No

LM Income %

## NARRATIVE:

### Awarded Location

240 S. Route 59, Bartlett, IL

### AWARDED Project Description

Public Facilities: Improvements to the Township Senior Health Center to expand the current health facility. Improvements include new examination rooms, improvements to senior supportive services area.

### Specific Anticipated Accomplishments

Improve 600 Square Feet Health Clinic facilities used by 158 seniors daily.

Environmental Review

Categorically Excluded (24 CFR 58.35)

Amendment

Amendment Date

Planner

Enric Mestre

## PROJECT COMPLETION SCHEDULE

Month 1

Development of plans and Engineering specs.

Month 2

Publication of Notice to Proceed.

Month 3

Evaluation of submitted bids, awarded of contract. Pre-construction meeting with County staff.

Month 4

Begin project.

Month 5

Work continues - conduct monthly project evaluations.

Month 6

Work continues - conduct monthly project evaluations.

## PROJECT COMPLETION SCHEDULE

Month 7

Work continues - conduct monthly project evaluations.

Month 8

Work continues - conduct monthly project evaluations.

Month 9

Conduct final review of project. Final payout. Budget and programmatic review reconciliation of accounts.

Month 10

Project complete.

Month 11

Month 12

Project Complete

## STAFF SALARIES DETAIL FORM (5 Person Limit)

Project:

Name and Position	(A) Annual Salary	(B) % of time spent on project	(A) multiplied by (B) Salary allocated for project	Salary CDBG Portion	Project Match (In-Kind)
<b>TOTAL SALARIES</b>					

## FRINGE BENEFITS DETAIL

Payroll Taxes

Name and Position	(A) Salary CDBG Portion	(A) multiplied by 6.2% Social Security F.I.C.A. 6.2%	(A) multiplied by 1.45% Medicare 1.45%	(A) multiplied by Agency Rate Unemployment Compensation	(4) Total Payroll Taxes
<b>TOTAL PAYROLL TAX</b>					

In columns (1), (2), or (3) list additional fringe benefit per name and position (ie. Health benefits, etc.)

Name and Position	(1)	(2)	(3)	(4) Subtotal	Multiply Column 4 by % of time spent on project	Total
<b>TOTAL OTHER FRINGE</b>						

<b>Total Salary</b>	
<b>Total Fringe</b>	
<b>TOTAL SALARY AND FRINGE</b>	

**LINE ITEM BUDGET**

**PROJECT ACTIVITY:**

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	\$75,000		\$75,000
Single-Family Rehabilitation			\$0
Economic Development			\$0
Demolition/Clearance			\$0
Acquisition			\$0
Relocation			\$0
<b>TOTAL PROJECT ACTIVITY:</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$75,000</b>

*Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.*

**Project Delivery** *(You are encouraged to use CDBG Funds for salaries and fringes only.)*

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Office Rent/Utilities			\$0
Postage			\$0
Printing (Rental Equipment)			\$0
Publication/Notices			\$0
Project Travel @ \$.50 per mile			\$0
Other: _____			\$0
Other: _____			\$0

**Professional Services:** *(Need to be Procured if using CDBG Funds.)*

Architect			\$0
Engineering			\$0
Legal			\$0
Accounting (except Single Audit)			\$0
Other: _____			\$0
Other: _____			\$0

**TOTAL PROJECT DELIVERY:**

	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
CDBG Grand Total	<b>\$75,000</b>	Match Grand Total	<b>\$0</b>
		Grand Total	<b>\$75,000</b>

**EXHIBIT D**  
**ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.508, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be 9a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

### **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING OF A BIODIESEL GENERATOR SYSTEM  
AGREEMENT FOR THE  
HANOVER TOWNSHIP SENIOR CENTER**

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**BE IT RESOLVED** by the Board of Trustees of Hanover Township, Cook County, Illinois, as follows:

**SECTION ONE:** That the following total bid for the Hanover Township Senior Center Biodiesel Generator System Project, as more fully described in the below described Agreement (the "Project Work") is hereby approved, and a contract is hereby awarded to the following contractor as the lowest responsible bidder meeting specifications:

Anchor Electric Corporation, for the Project Work for the sum of \$96,660.00.

**SECTION TWO:** That the Biodiesel Generator System Agreement dated January 4, 2011, between Hanover Township (the "Township") and Anchor Electric Corporation for the Project Work, in the amount set forth above, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

**SECTION THREE:** The Supervisor and Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: January 4, 2011

APPROVED: January 4, 2011

\_\_\_\_\_  
Brian P. McGuire, Supervisor

ATTEST:

\_\_\_\_\_  
Katy Dolan Baumer, Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution \_\_\_\_\_, enacted on January 4, 2011, and approved on January 4, 2011, as the same appears from the official records of the Hanover Township.

\_\_\_\_\_  
Katy Dolan Baumer, Clerk

## **BIODIESEL GENERATOR SYSTEM AGREEMENT**

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This Biodiesel Generator System Agreement (the "Agreement") is entered this 4th day of January, 2011, between the Hanover Township, an Illinois Township located in Cook County, Illinois, (the "Township" or "Owner") and Anchor Electric Corporation (the "Contractor") (collectively, the "Parties").

**IN CONSIDERATION** of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Project Work.

A. Contractor shall submit preliminary shop drawings relative to the below described Project Work to Engineer in accordance with the Contract Documents. Following (i) approval by the Engineer and Township of the shop drawings; (ii) Contractor's receipt of all licenses and permits required for the Project Work from any federal, state and local governmental entities and/or agencies thereof having jurisdiction over the Project Work, which Contractor shall obtain at its sole cost; (iii) Contractor furnishing the Township with the Bond or irrevocable letter of credit in accordance with paragraph 12 below; and (iv) Contractor furnishing the Township with the certificates of insurance, additional insured endorsements and other insurance documents in accordance with paragraph 11 below, Contractor shall commence the Project Work immediately following receipt of notice to proceed from the Engineer.

B. The Project Work includes the supply and installation of a new 200kW, 250Kva, 277/480 volt, 3 phase, 4-wire, biodiesel standby emergency generator system (the "Generator") and all electrical, plumbing, mechanical and ancillary materials and labor thereto at the Township's Senior Center located at 240 South Route 59, Bartlett, Illinois, 60103 (the "Project Site") in strict accordance with the Specifications, Plans, Drawings and Project Manual dated December 13, 2010 prepared by W-T Mechanical/Electrical Engineering, LLC (the "Engineer") and the Contract Documents (defined below).

C. "Contract Documents" shall mean: (i) the attached General Conditions and Instructions to Bidders and General Requirements, (ii) the Hanover Township Senior Center New Biodiesel Generator System Project Manual dated December 13, 2010, including but not limited to all Plans, Specifications and Drawings referenced therein prepared by the Engineer; (iii) the attached Contractor's Bid Proposal; (iv) the Tax Compliance Affidavit, (v) the attached Certifications, (vi) attached Addendum Number One dated December 23, 2010 and Addendum No. Two dated December 27, 2010; (vii) this Biodiesel Generator System Agreement; (viii) Performance Bond and Payment Bond or irrevocable letter of credit as hereinafter described in paragraph 12; (ix) the Energy Efficiency and Conservation Block Grant Program Subrecipient Agreement, attached

hereto and incorporated herein (“EECBG Agreement”); and (x) the attached Bid Notice. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

2. Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before April 30, 2011, weather permitting. Time is of the essence of this Contract.

3. Contract Sum and Payment Terms.

A. The contract sum for the Project Work is \$96,660.00 (the “Contract Sum”). The Contract Sum includes all costs attributable to the Project Work, Maintenance Work, Repair Work, Restoration Work and Warranty Work, including but not limited to, all materials, equipment, labor, licenses, insurance, testing, certifications, demonstrations, Performance and Payment Bonds, Letters of Credit, fees, expenses, costs, profits and overhead required under the Contract Documents.

B. Contractor shall provide monthly invoices to the Township throughout the Project Work. It shall be a condition precedent to the Township’s obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, not less than seven (7) days prior to the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the “Contractor’s Progress Payment Documents”:

(i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor’s right to payment as the Township and/or the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by the Township. Payments shall be further reduced by such additional amounts as Engineer determines for non-conforming work and unsettled claims.

(ii) A general Contractor’s Sworn Statement in form customarily used by Chicago Title and Trust Company.

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project Work and from all material suppliers that supplied material in connection with the Project covering such period.

(iv) All of the Contractor’s Progress Payment Documents shall be sworn to and notarized.

(v) Such additional documentation and/or information requested by the Township and/or Engineer relative to said payment.

C. Notwithstanding the forgoing, the Township will not be obligated to pay Contractor for the cost of the Generator until said Generator has been delivered to the

Project Site, the Township has received the Contractor's Progress Payment Documents including but not limited to a final lien waiver from the supplier of the Generator, and the Engineer's preliminary approval of said Generator, including but not limited to the Engineer's determination that the Generator is in strict compliance with the Buy American Provision as required under the Contract Documents.

D. Upon completion of the Project Work and any Repair Work required hereunder, Contractor shall submit the following documentation to the Township:

(i) General Contractor's Sworn Statement in form customarily used by Chicago Title & Trust Company, and final lien waivers from: (a) Contractor; (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work; and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work (collectively, "Final Payment Request Documentation").

(ii) Contractor shall perform all testing, retesting, demonstrations, and submit all reports, certifications and documentation required under the Contract Documents.

(iii) Contractor shall provide all final shop drawings, as built drawings, operating instructions, equipment schedules and all other submittals required under the Contract Documents.

(iv) Contractor shall assign all manufacturer's warranties to Owner as required herein.

(v) Following receipt of the Final Payment Request Documentation and all certifications, reports, guaranties, warranty assignments, shop drawings, as-built drawings and all documents and submittals required under the Contract Documents, and following the Township and Engineer's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Township shall tender payment to the Contractor of the balance of the Contract Sum, subject to the conditions herein.

E. It shall be a condition precedent to any payment required by the Township hereunder, that the Township and the Engineer have determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions herein. The Township shall deduct from the final payment hereunder, amounts as determined for incomplete Work, including but not limited to 110% of the value of the punch list work, and any required Restoration Work, and for any unsettled claims, and further subject to the conditions herein.

F. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said

payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Township.

G. In the event the Contractor, Township and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Township, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Township. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Township with an indemnification agreement and an additional mechanic's lien bond in form approved by the Township issued by a surety company acceptable to the Township.

H. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Township covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) or the Davis Bacon Act (as applicable under paragraph 13 below) (the "Certified Payrolls"). The Township will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

I. Notwithstanding the foregoing, in no event shall the Township's acceptance of the Project Work, Contractor's Payment Request Documentation and/or any Certification and/or the Township's payments to Contractor be deemed a waiver, express or implied, of any warranties required herein.

4. **Material and Equipment Inspection and Responsibility.** Materials and Equipment, the style, make or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, the Township's written approval must be obtained prior to installation which the Township may withhold in its sole and absolute discretion.

5. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, or national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

6. **Compliance With Law.** All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable

federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Village of Bartlett Building Code, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the Project Work, including but not limited to products liability claims. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Township, the Engineer, Cook County, Corporate Design & Development Group, LLC (the "Architect") W-T Engineering, Inc., and each of their respective officials, officers, directors, employees, managers, servants, and agents (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work, Repair Work, Restoration Work, Maintenance Work and/or Warranty Work provided hereunder; and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them, except to the extent caused by the negligence of any of the Indemnified Parties. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Township. All subcontractors shall be approved by the Township. Any such assignment by Contractor without the Township's written approval shall be null and void.

9. Taxes. The Township is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Notwithstanding the forgoing, it shall be Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, Project Site inspection, and represents and warrants that the Specifications and depictions are adequate and the required result can be produced under the Specifications and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work, Restoration Work, Maintenance Work, and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the Contract Sum.

**A. Commercial General and Umbrella Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall be in an amount of not less than \$2,000,000, or it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: Liability arising out of the Project Work, Maintenance Work, Repair Work, Restoration Work, and Warranty Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; 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).

**Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.**

Hanover Township, Cook County, W-T Mechanical/Electrical Engineering, LLC, Corporate Design & Development Group, LLC, W-T Engineering, Inc., and each of their respective officers, officials, directors, employees, managers, servants, and agents (collectively, the "Additional Insured") shall be included as an insured under the CGL coverage, Business Auto Liability coverage, and any Commercial Umbrella Liability Coverage, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

#### **B. Continuing Completed Operations Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Any continuing commercial umbrella coverage shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

#### **C. Business Auto Liability Insurance.**

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. 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 and Employees Liability Insurance.**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Additional Insured have not been included as an insured under the Commercial General Liability, Business Auto Liability, and Excess Umbrella Liability Insurance coverages required in the Contract, the Contractor waives all rights against the Additional Insured, and each of them for recovery of damages arising out of or incident to the Project Work.

**E. Excess Umbrella Liability Insurance Coverage.**

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate. The minimum amount of Excess Umbrella Liability Insurance coverage may be reduced by the amount that Contractor's CGL coverage per occurrence exceeds \$1,000,000.

**F. General Insurance Provisions.**

**i. Evidence of Insurance.**

Prior to beginning work, Contractor shall furnish the Township with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, 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 change of any insurance referred to therein. 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 Contractor's obligation to maintain such insurance.

The Township shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site 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 Contract at the Township's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Township whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Townships' written request for said copies.

**ii. Acceptability of Insurers.**

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

**iii. Cross-Liability Coverage.**

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

**iv. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to the Township. At the option of the Township, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured, or any of them, or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

**v. Township Shall Not Waive Any Rights of Subrogation.**

The Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, and/or its insurance carrier and/or risk pool provider, Township Officials of Illinois Risk Management Agency ("TOIRMA") and/or insurance company providing excess coverage on behalf of the Township or TOIRMA may have against the Contractor, for any property injury, death, or other damage caused by any Contractor, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Project Work.

**vi. Failure to Comply With Insurance Reporting Provisions.**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

**vii. All Insurance Obtained Shall Apply Separately to Each Insured.**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**viii. Insurance Requirements Cannot be Waived by Township.**

Under no circumstances shall the Township be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- a. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- b. failing to review any Certificates of Insurance received;
- c. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or
- d. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Township and/or any of the other Additional Insured.

**ix. Liability of Contractor is not Limited by Purchase Of Insurance.**

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Township does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

**x. Notice of Personal Injury or Property Damage.**

Contractor shall notify the Township, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

**xi. Subcontractors.**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the types of coverages and in not less than the amounts of coverages specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance, additional insured endorsement, or such other insurance documentation evidencing coverage for each subcontractor.

12. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project Work, Contractor shall furnish the Township with (i) a performance bond, labor and material payment bond each in the amount of 110% of the Contract Sum in form otherwise acceptable to the Township (the "Bond"), co-signed by a surety authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois naming the Township as primary obligee; or (ii) an irrevocable letter of credit in the amount of 110% of the Contract Sum issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Township; to guaranty the performance of the Contractor's obligations herein and the payment of all labor and materials furnished for the Project Work, Warranty Work, Maintenance Work, Repair Work and/or Restoration Work including but not limited to the payment of the below defined Prevailing Wages. The cost of said Bond or letter of credit, as the case may be, is included in the Contract Sum set forth in paragraph 3.

13. Davis Bacon Act, Illinois Prevailing Wage Act, and Contract Work Hours and Safety Standards Act

A. All laborers and mechanics employed by Contractor and by any subcontractor(s) on Project Work, Maintenance Work, Repair Work, Restoration Work and Warranty Work shall be paid wages at rates not less than 1) those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, (40 U.S.C. Sections 276-276a-5), as amended, and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327 et seq.), as amended, and 2) those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.), which ever wages and requirements are greater and more stringent (hereinafter, "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to these Acts and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling. The Secretary of Labor has, with respect to the labor standards specified in this Section, the authority and functions set forth in Reorganization Plan Number 14 of 1950 (5 U.S.C. Section 133z-15) and Section 2 of the Act of June 13, 1934, as amended, (40 U.S.C. Section 276c).

B. The Contractor shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be

paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Township. Any change orders shall be computed using the Prevailing Wages 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 applicable federal and state law (with the most stringent requirements controlling), and 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 for ensuring strict compliance with the requirements of the above mentioned Acts, including but not limited to providing certified payrolls to the Township in accordance with said applicable law (i.e., the most stringent requirements). Contractor shall similarly comply with all records and wage requirements imposed under the EECBG Agreements.

14. Warranty.

A. Contractor shall assign all manufacturer's warranties for the Project Work to the Township, including but not limited to all warranties from the manufacturer of the Generator. Notwithstanding such assignments, Contractor expressly warrants to the Township that all materials, supplies and all labor furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to the Township for a period of one (1) year commencing upon the completion of the Project Work and acceptance of same by the Township (the "Warranty Work"). All Warranty Work shall be completed within fourteen (14) days of Contractor's receipt of notice from the Township demanding the Warranty Work, weather permitting (the "Warranty Completion Date").

B. If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot warranty for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

15. Maintenance. The twelve (12) months full maintenance as more fully set forth in the Maintenance Service section of the Specifications (Section 1.9, Division 263213, Engine Generators) (the "Maintenance Work") and all other Project Work, Repair Work, Restoration Work, Warranty Work and other work required under the Contract Documents is included in the Contract Sum.

16. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph 19.

17. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:

Anchor Electric Corporation  
291 E. St. Charles Road  
Carol Stream, Illinois, 60188  
Attention: Robert L. Blair  
Vice-President  
Fax: 630-682-8702

If to Engineer:

W-T Mechanical/Electrical  
Engineering, LLC  
2675 Pratum Avenue  
Hoffman Estates, Illinois, 60192  
Attention: Stephen Triphahn  
President  
Fax: (224) 293-6444

If to the Township:

Hanover Township  
250 S. Route 59  
Bartlett, Illinois, 60103  
Attention: James Barr,  
Township Administrator  
Fax: 630-837-9064

With a copy to:

Laurence J. Mraz  
Bryan E. Mraz & Associates  
111 East Irving Park Road  
Roselle, Illinois, 60172  
Fax: (630) – 529-2019

Either party hereto may change the place of notice to it by sending written notice to the other party.

18. Repair Work. Upon completion of the installation of the Project Work, Maintenance Work, and/or any Warranty Work, Contractor shall repair any damage to

the Project Site and/or any other Township property attributable to acts and/or omissions of Contractor, its employees, agents, or otherwise attributable to the Project Work, Maintenance Work, and/or Warranty Work (the "Repair Work"). The Repair Work shall be completed within fourteen (14) days of the respective completion of the Project Work, Maintenance Work, and/or Warranty Work (the "Repair Completion Date").

**19. Limitation on the Township's Liability. The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Township and agrees not to make any claim or demand for such damages against the Township.**

20. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site and/or any other property owned, leased or controlled by the Township (collectively, "Township's Property") by contractor, its employees, subcontractors of any tier, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"), other than the biodiesel fuel required to operate the Generator. If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Township's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Township and its employees, affiliates, agents, volunteers, officers, commissioners, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Township. Contractor shall immediately notify the Township both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

21. Delays in Project Work. Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

22. Change Orders. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Township Board of Trustees (the "Board") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Township Administrator.

23. Relationship of the Parties.

A. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Township arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Township, and therefore is not entitled to any benefits provided to employees of the Township. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Township for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Township. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Township, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such

time and resources as necessary to produce the contracted for results. Neither the Township nor Engineer nor Architect shall have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. Neither the Engineer nor Architect shall have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

24. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof.

**25. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or person's including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.**

26. No Waiver of Immunities and/or Privileges by the Township. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Township, and/or its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

27. Authorized Installer. Contractor represents and warrants that it is an authorized contractor/installer of all equipment furnished hereunder, including but limited to the Generator, and that the performance of the Project Work hereunder by Contractor or any of its employees, subcontractors of any tier and/or agents will not invalidate or void any manufacturer's warranty for the Generator and/or any other Project equipment furnished hereunder.

28. Illinois Human Rights Act. The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Township as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job

classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any

subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

29. EECBG Agreement

A. Contractor has been specifically advised prior to submitting its bid proposal that Hanover Township is a Subgrantee of an Energy Efficiency and Conservation Block Grant Program funded by the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"), as amended, pursuant to an Agreement entered into and between the County of Cook and Hanover Township

B. The EECBG Agreement and exhibits thereto (as defined in Section 1d of the General Conditions and Instructions to Bidders attached hereto) are incorporated into the Contract Documents and this Biodiesel Generator System Agreement. Contractor must comply with all requirements under the EECBG Agreement that pertain to the Project Work, Maintenance Work, Repair work, Restoration Work and/or Warranty Work, and/or otherwise required of the Contractor under the EECBG Agreement. Any failure to comply with any such requirements shall be a material breach of this Agreement.

**C. Section 1605(a) of the Recovery Act applies to this Project which provides, in part, that all of the iron, steel, and manufactured goods used in the Project must be produced or manufactured in the United States (the "Buy American Provision"), subject to a waiver issued by the Department of Energy, Section 1605(d), which provides that the Buy American Provision be applied in a manner consistent with the United States obligations under international agreements.**

**Notwithstanding any provision in any of the Contract Documents to the contrary, it is Contractor's obligation hereunder to determine that the Generator furnished by Contractor hereunder complies with the Buy American Provision regardless of any information set forth in the Contract Documents, including, but not limited to, the list of manufacturers therein.**

**The Generator and all other equipment and goods furnished by Contractor must comply with the Buy American Provision, and any non-conforming generator, equipment and/or goods (without a Department of Energy waiver) shall be rejected without penalty and/or cost to the Township, and at the Contractor's sole cost.**

30. Restrictions on Lobbying

A. No federal appropriated funds have been paid or will be paid hereunder to any person for influencing or attempting to influence an officer or employee of a

Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. Contractor shall require that the language of this certification be included in the contracts and subcontracts at all tiers (including subcontracts and contracts under grants, loan, and cooperative agreements) and that all contractors and subcontractors of every tier shall certify and disclosure according.

This certification is a materials representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 31. Equal Opportunity Clause.

(The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor issued pursuant to Executive Order No. 11246 of September 24, 1965 (30 FR 12319), as amended).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employee placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and or the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of his contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 32. Miscellaneous.

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement

applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by the Township and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. 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.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

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

Hanover Township:

By: \_\_\_\_\_  
Brian P. McGuire,  
Township Supervisor

Attest:

By: \_\_\_\_\_  
Katy Dolan Baumer,  
Township Clerk

Anchor Electric Corporation:

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

Attest:

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