



240 S. Route 59, Bartlett, Illinois 60103

Regular Meeting of Town Board  
*January 18, 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. Presentations
  - A. Veterans Honor Roll
    - 1. SW1 Gary L. Frazer
    - 2. SPC5 John J. Koziol
  - B. Chang Brothers Taekwondo Academy
  - C. Tempo V – John DeBello
  - D. Jewel-Osco Store #3348 (Bartlett)
  - E. Jewel-Osco Store #3268 (Streamwood)
  - F. Balance Family Chiropractic
- VI. Supervisor's Report
- VII. Clerk's Report
  - A. Approve Regular Meeting Minutes of January 4, 2011
- VIII. Highway Commissioner's Report
- IX. Assessor's Report
- X. Treasurer's Report
- XI. Bill Paying
- XII. Unfinished Business
- XIII. New Business
  - A. Approval of Resolution Authorizing Architect and Engineering Services for Senior Center Lower Level Build Out Project
  - B. Approval of Resolution Authorizing ECS Proposal for Subsurface Exploration Services for the Astor Avenue Community Center Renovation Project.

- XIV. Executive Session
- XV. Department Reports
- XVI. Other Business
  - A. Appointment of Emergency Services Director
- XVII. Adjournment

**Mission Statement**

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

**Hanover Township**  
Board Audit Report  
From 1/5/11 to 01/18/11

Total Town Fund	59,645.40
Total Senior Center	12,755.35
Total Welfare Services	2,916.73
Total Road and Bridge	9,291.29
Total Mental Health Board	69,484.26
Total Retirement	
Total Vehicle	11,598.00
Total Capital	4,400.00
Total All Funds	<u><u>170,091.03</u></u>

The above has been approved for payment this 18th day of January 2011.

\_\_\_\_\_  
Supervisor

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

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

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

**A RESOLUTION APPROVING OF A PROPOSAL FOR ARCHITECTUAL AND  
ENGINEERING SERVICES FOR THE HANOVER TOWNSHIP SENIOR CENTER  
BASEMENT RENOVATION PROJECT**

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

**SECTION ONE:** The Proposal date January 10, 2011 for architectural and engineering services for the Hanover Township Senior Center basement renovation project (the “Proposal”) as modified by Addendum No. One thereto dated January 18, 2011 (the “Addendum”) between Corporate Design & Development Group, LLC and Hanover Township (the “Township”), copies of which are attached hereto and incorporated herein, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: January 18, 2011

APPROVED: January 18, 2011

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Brian P. McGuire, Supervisor

ATTEST:

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Katy Dolan Baumer, Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution \_\_\_\_\_, enacted on January 18, 2011, and approved on January 18, 2011, as the same appears from the official records of Hanover Township.

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Katy Dolan Baumer, Clerk



**CORPORATE  
DESIGN + DEVELOPMENT  
GROUP, LLC**

2675 Pratum Avenue  
Hoffman Estates, IL 60192  
224.293.6960 Office  
224.293.6966 Fax

January 10, 2011

Hanover Township  
250 S. Route 59  
Bartlett, IL. 60103-1648

ATTN: Mr. James Barr

RE: Hanover Township Senior Center Basement Renovation  
240 S. Route 59  
Bartlett, IL. 60103-1648

Dear Mr. Barr

It was a pleasure to prepare the schematic floor plans for your renovation project. Thank you for the opportunity to present this proposal for the Construction Documents for this renovation project.

#### **UNDERSTANDING OF PROJECT**

Per our meeting and individual meetings with the two main departments, the project is to consist of the renovation of the basement area in three Phases. Phase I would involve the Assembly/Multipurpose room and support area plus the restrooms and the new exterior staircase. Phase II would involve the Community Health program reception area and conference room. Phase III would involve outside Social services which includes Catholic charities, Families Services Association and the wellness suite. Phase I Assembly room is to contain 30 people for classroom and game settings and 50 for movie viewing. The Assembly room is to have adjacent storage for tables and chairs. EOC storage can be housed in the existing IT storage area. Phase II Community Health is to contain a director's office, administrative assistant area, a nurse's office for 2 to 3 people, one exam room with hand sink, one blood draw room, and storage. Phase III is to contain Offices for the 2 outside agencies.

The work at this time is to: Provide Construction Drawings for all three Phases. The quote as provided below includes all three phases. The intent of the design is to match the first floor finishes, materials, window, and door design.

Schedule would be as follows:

**Hanover Township Senior Center Basement Renovation**

1. Meeting with all parties involved to determine if there has been any scope change since March.
2. Three to Four weeks for completion of Construction Documents and submit for permits.
3. Release Bid documents at first round permit review comments. (Approximately 2 weeks after initial submittal)
4. Bids due 3 weeks after release.
5. Construction length of time is estimated at 8 weeks.

**SCOPE OF SERVICES**

The Scope of Services includes the following Tasks for all three phases:

**TASK 102E – SITE ANALYSIS – FIELD MEASUREMENT**

This Task will include measuring and photographing the existing easily attainable conditions in regards to MEP and Structural requirements.

**TASK 102D – SITE ANALYSIS – FIELD MEASUREMENT                      \$1,200**

**TASK 103 – SURVEY**

This Task includes the fieldwork necessary to provide required topography for the proposed new exit stairway.

**TASK 103 – SURVEY    \$ 900**

**TASK 113 – CIVIL ENGINEERING**

This Task includes the Civil Engineering necessary for the proposed new exit stairway and transition to the existing sidewalk.

**TASK 113 – CIVIL ENGINEERING    \$ 900**

**TASK 115A – CONSTRUCTION DOCUMENTS – ARCHITECTURAL**

This Task will provide required Architectural drawings and specifications to bid, permit and construct the proposed building.

**TASK 115A – CDS – ARCHITECTURAL    \$4,500**

**TASK 115B – CONSTRUCTION DOCUMENTS – MEP**

This Task will provide Mechanical, Plumbing, and Electrical design drawings and specifications to bid, permit and construct the proposed building.

Hanover Township Senior Center Basement Renovation

**TASK 115B – CDS – MEP** **\$4,500**

**TASK 115C – CONSTRUCTION DOCUMENTS – STRUCTURAL**

This Task will provide Structural design drawings, specifications and calculations to bid, permit and construct the proposed building.

**TASK 115C – CDS – STRUCTURAL** **\$2,500**

**TASK 117 – PERMITTING**

This Task includes applying for permits. It is anticipated that such permits, as the Municipality, fire department and health department will be required. One round of response to review comments is included. Permit fees are excluded from this agreement.

**TASK 117 – PERMITTING** **\$2,000**

**TASK 118 – BIDDING AND NEGOTIATING**

This Task will consist of compiling the construction documents, sending them out to the bidders, receive & review the bids and provide assistance to Township Lawyer regarding the contract.

**TASK 118 – BIDDING AND NEGOTIATING** **\$ 800**

**TASK 119B – SHOP DRAWING REVIEW**

This Task will consist of reviewing submitted materials for general compliance with the design intent of the Construction Documents. This Task includes review of shop drawings, manuals and other submittals as necessary, for general conformance with the design intent of the Construction Plans and Specifications. Our review is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities and installations, which are the responsibility of the Contractor.

**TASK 119B – SHOP DRAWING REVIEW** **\$1,200**

**TASK 119C – CONSTRUCTION OBSERVATION**

Architect shall make visits to the Site with a representative from the Contractor on an average of 2 per month or as otherwise authorized by you to observe the Contractor's Work to determine, in general, if the Work when completed, will be in general conformance with the Specifications and Construction Plans. Such visits and observations by Architect are not intended to be exhaustive or to extend to every

**Hanover Township Senior Center Basement Renovation**

aspect of Contractor’s Work in progress or to involve detailed observations of Contractor’s Work in progress beyond the responsibilities specifically assigned to Architect in this Agreement and the Contract Documents, but rather are to be limited to spot observations and similar visual methods of general observation of the Work. Based on information obtained during such visits and observations, Architect will prepare a written Construction Observation Report on the progress of the Work and any non-conforming Work observed, and make any necessary plan interpretations.

**TASK 119C - CONSTRUCTION OBSERVATION** **\$ 900**

**FEE PROPOSAL**

We propose to provide the Scope of Services defined above on a fixed fee basis as indicated below for all three phases.

TASK 102D - SITE ANALYSIS - FIELD MEASUREMENT	\$ 1,200
TASK 103 - SURVEY	\$ 900
TASK 113 - CIVIL ENGINEERING	\$ 900
TASK 115A - CDS - ARCHITECTURAL	\$ 4,500
TASK 115B - CDS - MEP	\$ 4,500
TASK 115C - CDS - STRUCTURAL	\$ 2,500
TASK 117 - PERMITTING	\$ 2,000
TASK 118 - BIDDING AND NEGOTIATING	\$ 800
TASK 119B - SHOP DRAWING REVIEW	\$ 1,200
<u>TASK 119C - CONSTRUCTION OBSERVATION</u>	<u>\$ 900</u>
<b>TOTAL:</b>	<b>\$19,400</b>

**CLIENT SUPPLIED ITEMS**

Client to provide the following items:

- Permit and Review fees.
- Specification book for original facility, if available.

**ADDITIONAL SERVICES:**

Additional Services that can be provided for an additional fee include items not listed above such as but not limited to:

- Design development changes
- Cabinetry construction drawings

This estimate is based upon our experience with similar projects. Reimbursable expenses, i.e.: requested reproductions, blueprints, and delivery charges etc. will be invoiced at cost. This Agreement will be established in accordance with the attached general conditions. Billing will occur monthly and is based on percentage of work completed. Payments are due within thirty- (30) days of invoice date in accordance with

Hanover Township Senior Center Basement Renovation  
the attached General Conditions. This proposal is typically valid if signed within thirty-  
(30) days of issue date.

If this proposal meets with your approval, please sign a copy and return to us.

Respectfully submitted,

CORPORATE DESIGN + DEVELOPMENT GROUP, LLC



Christian Kalischefski  
President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2011

By \_\_\_\_\_

Printed Name \_\_\_\_\_

## Hanover Township Senior Center Basement Renovation GENERAL TERMS AND CONDITIONS

**BILLING AND PAYMENT** – The Client agrees to compensate the Design Professional for services on an hourly basis per the attached rate sheet. Reimbursable expenses shall be billed at cost. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest of 1-1/2 percent per month compounded daily applies to all invoices outstanding after thirty days. In the event any amount becomes past due, the design professional may give 7 days notice of intent to suspend or terminate the contract.

**CONSEQUENTIAL DAMAGES** – The Client and Design Professional both agree to waive consequential damages for claims, disputes or other matters arising from or related to this Agreement against each other.

**DELAYS** – The Design Professional will not be liable for delays due to force majeure or for any delays caused by others or by circumstances outside the control of Design Professional.

**DISPUTE RESOLUTION** – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation. Mediation shall be initiated by a written demand served by any party hereto to the other party. Mediation shall take place at such forum and with a mediator acceptable to both parties hereto. Costs of mediation shall be shared equally by the parties.

**ENVIRONMENTAL** – The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

**JOBSITE SAFETY** – The Design Professional is not responsible for job site safety or for construction means, methods, techniques or sequences. Job site safety and construction means, methods, techniques or sequences are the responsibility of the Contractor.

**LIMITATION OF LIABILITY** – The Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional so that the total aggregate liability of the Design Professional shall not exceed the Design Professional's fee paid for services rendered on the Project pursuant to this Agreement. It acknowledged and agreed that this limitation of liability applies to any and all causes of action, be it sounding in contract, tort, statutory violation or otherwise. The Client agrees to bring any claims against the Design Professional Company, not any individual directors, officers or employees of the Design Professional.

**OWNER PROVIDED INFORMATION** – The Design Professional shall have the right to rely on the accuracy of any information provided by the Client. The Design Professional will not review this information for accuracy.

**OWNERSHIP OF INSTRUMENTS OF SERVICE** – All documents, including drawings, plats, and other data prepared or furnished by Design Professional pursuant to this Agreement are Instruments of Service with respect to the Project. The Design Professional retains all intellectual property rights including common law, statutory, and other reserved rights in the instruments of service, including copyrights. The Design Professional grants Client a license to use Instruments of Service for the sole purpose of constructing the Project provided Client shall comply with all obligations required by this Agreement, including prompt payment of all sums when due. Any termination of this Agreement prior to completion of the services shall terminate this license. The Owner agrees to limit use of the instruments of service to this site-specific project only.

**PERMITS AND APPROVALS** – It is the responsibility of the Owner to obtain all necessary permits and approvals. The Design Professional will assist the Owner as mutually agreed in writing.

**NONCONFORMING WORK** – Based upon its site observations pursuant to the terms of the Agreement, the Design Professional shall bring any known nonconforming work to the attention of the Client as soon as reasonably possible.

**RIGHT OF ACCESS** – The Design Professional shall have access to the job site whenever work is in progress.

**STOP WORK AUTHORITY** – The Design Professional has no stop work authority.

**STANDARD OF CARE** – The standard of care for all professional services performed or furnished by Design Professional under this Agreement will be the skill and care used by members of the Design Professional's profession practicing under similar circumstances at the same time and in the same locality. Design Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Design Professional's services. **TERMINATION** – The contract may be terminated by either party for convenience with 14 days written notice, or for cause with 7 days written notice by either party. The project may be suspended by the client with 30 days written notice. In the event of suspension or cancellation for convenience, the Client shall pay all fees and expenses incurred prior to the date of notice.

ADDENDUM NO. ONE dated January 18, 2011 to the Proposal dated January 10, 2011 for architectural and engineering services for the Hanover Township Senior Center basement renovation project (the "Proposal") and the General Terms and Conditions thereto (the "General Terms and Conditions") between Corporate Design & Development Group, LLC (the "Architect") and Hanover Township (the "Township" or "Owner") (collectively, the "Parties"). The Proposal and General Terms and Conditions as modified by this Addendum is hereinafter referred to as the "Agreement".

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

1. Architect's reimbursable expenses for the project work shall not exceed \$1,900.00.

2. All references to estimated fees in the Agreement are modified to provide that the fees for architectural and engineering services set forth in the Proposal, as modified herein, shall not exceed \$19,400.00, except as provided in this Addendum to the contrary.

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

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

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

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

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

Specifications and other contract documents prepared by Architect will be subject to disclosure and/or copying in the event the Township receives a Freedom of Information Act request for said documents and/or is otherwise required by law to furnish and/or disclose said documents. Following payment by the Township of all architect and engineering fees due hereunder, all Drawings, Specifications, plans and other contract documents shall become the property of the Township, and neither Architect nor its engineer shall retain any intellectual property rights and/or copyrights in any such Drawings, Specifications, plans and/or other contract documents prepared by on behalf of Architect and/or engineer”.

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

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

10. Paragraph 15, of the General Terms and Conditions is amended by adding the following thereto: “Notwithstanding the forgoing, the Township shall not be liable for payment of any such invoices, costs and/or fees in the event Architect is in default and/or breach hereunder.”

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

15. The plans, specifications and drawings designed by or on behalf of the Architect and/or its consultants shall comply with all applicable federal, state and local rules, regulations, codes and ordinances, including, but not limited to the Americans with Disabilities Act of 1990, as amended, and the Village of Bartlett Building Codes, as amended (collectively, the “Laws”) in effect at the time said plans and specifications and drawings are prepared, and also the requirements imposed under Community Development Block Grant Program Subrecipient Agreements dated October 1, 2008, October 1, 2009, and October 1, 2010, (the “CDBG Agreements”) between the Township and Cook County, Illinois, which are incorporated herein by this reference and made a part hereof (the “Grant Requirements”). In the event such codes and regulations are amended following the preparation of said plans, drawings and specifications and/or in the event applicable codes and/or regulations are enacted following such plan and specifications preparation, and/or in the event of any amendments to the Grant Requirements, Architect shall revise same accordingly, and shall be compensated for such revisions in accordance with the hourly rates set forth in the 2010 Rate Schedule, a copy of which is attached hereto as Exhibit A and is incorporated herein (the “Rate Schedule”) (provided that the not to exceed amount has been exceeded). Architect and its consultants shall similarly comply

with all applicable Laws and Grant Requirements in providing its architectural and/or engineering services hereunder.

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

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

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

A. Commercial General Liability Insurance

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

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

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

B. Professional Liability Insurance

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

C. Business Auto Liability Insurance

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

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

D. Workers Compensation Insurance

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

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

E. Excess/Umbrella Liability Insurance Coverage

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

F. General Insurance Provisions

i. Evidence of Insurance

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

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

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

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

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

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

ii. Acceptability of Insurers

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

iii. Cross-Liability Coverage

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

iv. Deductibles and Self-Insured Protection

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

v. Subcontractors and Consultants

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

G. Indemnification

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

liability, claim, damage, lien, lien rights, loss or expense arising out of or attributable to Architect's breach of and/or default under this Agreement. These indemnification obligations shall survive the expiration and/or termination of the Agreement.

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

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

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

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

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

24. Miscellaneous.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

Hanover Township

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

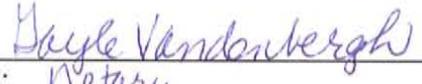
Attest:

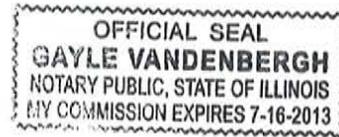
\_\_\_\_\_  
Katy Dolan Baumer, Clerk

Corporate Design & Development  
Group, LLC:

  
\_\_\_\_\_  
Christian Kalischefski, President

Attest:

  
Its: Notary



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

**A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN HANOVER TOWNSHIP AND ECS MIDWEST, LLC**

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

**SECTION ONE:** The Proposal dated January 5, 2011 for subsurface exploration and geotechnical engineering services relative to the Hanover Township food pantry renovations (the “Proposal”) as modified by Addendum No. One thereto dated January 18, 2011 (the “Addendum”) between ECS Midwest, LLC and Hanover Township (the “Township”), copies of which are attached hereto and incorporated herein, is hereby approved, subject to approval by the Township Administrator and Township attorney.

**SECTION TWO:** The Township Supervisor is hereby authorized to sign the Proposal and Addendum on behalf of the Township following approval by the Township Administrator and Township attorney.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: January 18, 201

APPROVED: January 18, 2011

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution \_\_\_\_\_, enacted on January 18, 2011, and approved on January 18, 2011, as the same appears from the official records of Hanover Township.

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



January 5, 2011

Mr. James Barr  
Hanover Township  
250 South Route 59  
Bartlett, Illinois 60103-1648

ECS Proposal No. 16:8673-GPREV

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services,  
Proposed Hanover Township Community Center Addition, Hanover Park, Illinois

Dear Mr. Barr:

As you requested, ECS Midwest, LLC (ECS) is pleased to present the following Lump Sum cost proposal for providing subsurface exploration and geotechnical engineering services for the proposed Hanover Township Community Center Addition to be located at 7431 Astor Avenue, in Hanover Park, Illinois.

In preparing this proposal, we have had the opportunity to review the site plan of the proposed project and discuss the overall project requirements with you. We have also reviewed the available geologic and geotechnical information in our files for the general site vicinity including the previous explorations performed by ECS.

### **Project Description**

We understand that the proposed project will consist of a construction of a single story garage addition to the existing community center building. The new addition will be of slab on grade construction. No basement or below grade spaces will be included in the addition. We understand the project area is currently vacant and the boring locations are accessible for a truck mounted drilling rig.

In order to evaluate the subsurface conditions within limits of the proposed addition, a subsurface exploration consisting of a series of soil borings will be performed. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section.

### **Scope of Services**

As requested, we propose to perform a total of three (3) borings for the project. The borings will be extended to depths of about 15 feet below the existing ground surface. Upon completion of drilling operations, groundwater readings will be obtained; the borings will be backfilled with soil cuttings or patched with cold patch asphalt/fast set concrete mix where appropriate. Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. ECS will attempt to minimize such damage, but no restoration other than



backfilling and patching the borings is included in our scope of services. We anticipate soil borings will be accessible for a truck-mounted drill rig. Our proposal is based on ECS locating borings using simple taping techniques and interpolating surface elevations from a provided topographic survey.

Upon completion of drilling operations, the samples will be returned to our laboratory in Buffalo Grove, Illinois for further identification and testing. The laboratory testing will include visual engineering classification, moisture content determination and unconfined compressive strength testing using a calibrated hand penetrometer. Upon completion of testing and engineering analysis, we will prepare a written engineering report that presents our findings and recommendations.

Our integrated services will include the drilling of soil borings by union drill crews under our direct supervision, laboratory testing of representative soil samples for pertinent engineering properties, and various engineering analyses in preparation of an engineering report. The engineering report will include the following items:

- a. Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- b. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.
- c. Final logs of the soil borings and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs or included on a separate test report sheet.
- d. Recommended allowable soil bearing pressure(s) for conventional shallow foundations (spread footings) and estimates of predicted foundation settlement. This will include specific project information and design loads provided by your office and/or the structural engineer.
- e. Recommendations for slab on grade design and construction, including recommendations for the modulus of subgrade reaction, subgrade improvements and subdrainage recommendations, if necessary.
- f. Evaluation of the on-site soil characteristics encountered in the soil borings. Specifically, we will discuss the suitability of the on-site materials for reuse as engineered fill to support pavements. We will also include compaction requirements and suitable material guidelines.
- g. Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

### **Lump Sum Cost**

ECS will provide our services on a Lump Sum cost-basis in accordance with the fees depicted on the detailed costs below. We have provided a total cost based on the scope of services described above. We understand that prevailing wages will be utilized for the project. As such, based on our contract with IUOE Local 150, ECS is in conformance with the Responsible Bidders Act in accordance with 30 ILCS 500/30-22 Illinois Procurement by participating applicable apprenticeship



and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The Lump Sum cost for the described services assuming Prevailing Wages will be utilized for the project is as noted below:

➤ Field Exploration:	\$ 1,750
➤ Laboratory Testing:	\$ 100
➤ Engineering Services:	\$ 900
<b>Total:</b>	<b>\$ 2,750</b>

In the event, an ATV mounted rig will be required/used to access the boring locations based upon the site conditions at the time of field exploration, an additional ATV rig mobilization cost of \$300 and ATV Rig daily use of \$250 per day will be invoiced. Before mobilizing an ATV rig on the site, you will be informed of our intentions for both your review and authorization.

### Schedule

In preparing this proposal, we have assumed that the client will assist in the coordination of our access to the site with the current site owners/occupants. We anticipate being able to mobilize to the site within approximately 1 week after written authorization to proceed and notification that the appropriate on-site personnel have been informed. We anticipate that the drilling operations will require about 1 day, and that the laboratory testing, after drilling is completed, will require about 2 to 3 days. Therefore, for time budget purposes, the entire scope should take about 2½ to 3 weeks from initial authorization through final report submission.

### Additional Environmental Soil Sampling and Analysis

If future construction activities will result in removal and disposal of excavation spoils, per Illinois [Public Act 96-1416](#), soil sampling and analysis, along with certification from a licensed professional engineer that the soil is uncontaminated, will be required prior to [clean construction and demolition debris \(CCDD\)](#) landfill acceptance. Please note that this only applies to Industrial/Commercial Properties. If the Subject Property is a non-Industrial/Commercial Property (any real property that does not meet the definition of residential property, conservation property, or agricultural property) then the property owner may certify that the soils are uncontaminated. Based on this, ECS is prepared to pre-sample the excavation area(s) in order to obtain CCDD landfill approval prior to excavation activities. This approach will accommodate same day "dig and haul activities" and could reduce overall costs and the potential for delay in the future. Please note that the total number of soil samples required will depend on site specific information (size, previous site use, neighboring property site use, amount of soil to be removed, etc.). If you have any questions, need additional information, or would like to schedule us to sample and analyze your material, please give us a call at 847-279-0366 and ask to speak to someone in the Environmental Department. Additional information concerning CCDD soil sampling and analysis can be found attached to this proposal.



**ECS MIDWEST, LLC**

*"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

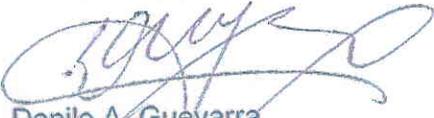
**Closing**

If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization. Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of ASFE The GeoProfessional Business Association, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. Issuance of a purchase order, or other types of notices to proceed (verbal, written or electronic), implicitly acknowledges acceptance of the Terms and Conditions of Service and this proposal. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

**ECS MIDWEST, LLC**

  
Danilo A. Guevarra  
Senior Project Engineer

  
Brett Gitskin, P.E.  
President

Enclosures: Proposal Acceptance Sheet  
Terms and Conditions of Service

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**ECS Midwest, LLC**

**PROPOSAL ACCEPTANCE**

Proposal No.: 16:8673-GPREV  
Scope of Work: Subsurface Exploration and Geotechnical Engineering Services  
Location: Proposed Hanover Township Community Center Addition, 7431  
Astor Avenue, Hanover Park, Illinois

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

**BILLING INFORMATION**

(Please Print or Type)

Name of Client: \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_  
Telephone No. of Contact Person: \_\_\_\_\_  
  
Party Responsible for Payment: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Person/Title \_\_\_\_\_  
Department: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Client Project/Account Number: \_\_\_\_\_  
Special Conditions for Invoice: \_\_\_\_\_  
Submittal and Approval: \_\_\_\_\_

## CCDD ENVIRONMENTAL SOIL SAMPLING AND ANALYSIS

If future construction activities will result in removal and disposal of excavation spoils, per Illinois [Public Act 96-1416](#), soil sampling and analysis, along with certification from a licensed professional engineer that the soil is uncontaminated, will be required prior to [clean construction and demolition debris \(CCDD\)](#) landfill acceptance. Please note that this only applies to Industrial/Commercial Properties. If the Subject Property is a non-Industrial/Commercial Property (any real property that does not meet the definition of residential property, conservation property, or agricultural property) then the property owner may certify that the soils are uncontaminated. Based on this, ECS is prepared to pre-sample the excavation area(s) in order to obtain CCDD landfill approval prior to excavation activities. This approach will accommodate same day "dig and haul activities" and could reduce overall costs and the potential for delay in the future. Please note that the total number of soil samples required will depend on site specific information (size, previous site use, neighboring property site use, amount of soil to be removed, etc.).

If requested, ECS proposes to collect composite soil sample(s) and analyze the sample(s) for the following:

Number of Samples	Analytical Parameters
	<b>Soil</b>
To be determined	Illinois Target Compound List (VOCs, SVOCs, Pesticides, PCBs, Metals/Cyanide)

VOCS – Volatile Organic Compounds via Method 5035/8260B  
 SVOCs – Semi-volatile Organic Compounds via Method 8270  
 PCBs – Polychlorinated biphenyls via Method 8082  
 Pesticides – Via Method 8081  
 TAL Metals/Cyanide – Via Method 6020/7470/7471

The soil samples will be analyzed on a standard (7-10 day) laboratory turnaround basis. However, if requested, analytical results can be expedited to meet your needs. (4-day turnaround – laboratory costs x 1.25, 3-day turnaround – laboratory costs x 1.5, 2-day turnaround – laboratory costs x 1.75).

ECS will compare the soil data to remedial objectives for residential properties as cited in 35 Illinois Administrative Code 742 (35 IAC 742): *Tiered Approach to Corrective Action Objectives (TACO)*. These comparisons will be used to gauge the relative severity of chemical impacts, if any. If the soil is determined to be non-impacted, ECS will provide the IEPA *Uncontaminated Soil Certification Form (LPC-663)* and certification by our P.E. that the soil is not contaminated.

Please note that if the soils are found to be impacted, additional analyses (specific to the appropriate landfill that can accept this type of soil) may be required prior to acceptance. Costs associated with these additional landfill specific analyses are not included in this proposal; however, in this event, to reduce field costs and accelerate the turnaround of results, additional soil will be collected and held by the laboratory for possible additional analysis, if requested.

If you have any questions, need additional information and pricing, or would like to schedule us to sample and analyze your material, please give us a call at 847-279-0366 and ask to speak to someone in the Environmental Department.

# ECS MIDWEST, LLC

## TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to, along with the accompanying Scope of Services and Professional Fees constitute the entire Agreement ["AGREEMENT"] under which Services are to be provided by ECS Midwest, LLC ["ECS"] (including its employees, officers, successors and assigns) for Client ["CLIENT"] (including its employees, officers, successors and assigns).

### 1.0 INDEPENDENT CONSULTANT STATUS

- 1.1 Except as may be otherwise noted herein, ECS shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and Subconsultants. Unless expressly stated in ECS' Scope of Services, ECS shall not serve as CLIENT'S agent or representative.

### 2.0 SCOPE OF SERVICES

- 2.1 It is understood that the Scope of Services, Professional Fees, and time schedule defined in the Scope of Services are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.

### 3.0 STANDARD OF CARE

- 3.1 ECS shall strive to perform its professional Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar Services in the same region, under similar conditions during the same time period. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any ECS report, opinion, plan or other Document of Service, in connection with ECS' Services.
- 3.2 CLIENT understands and agrees that ECS' professional judgment must rely on the facts learned during performance of the Scope of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by ECS, or which were not part of the immediate area(s) explicitly evaluated by ECS.
- 3.3 ECS' professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes ECS to believe compliance with CLIENT'S wishes could result in ECS violating applicable Laws or Regulations, or will expose ECS to claims or other charges, ECS shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, ECS shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if ECS is required to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make. CLIENT also agrees that ECS shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.

### 4.0 CLIENT DISCLOSURES

- 4.1 CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's surface, where the Scope of Services requires ECS to penetrate the Site surface.
- 4.2 CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site. Such Hazardous Materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form ["Hazardous Materials"].
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services are initiated, a Changed Condition shall exist.

### 5.0 INFORMATION PROVIDED BY OTHERS

- 5.1 CLIENT waives any claim of liability against ECS regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to ECS, including such information that becomes incorporated into ECS Documents of Service.

### 6.0 CONCEALED RISKS

- 6.1 CLIENT acknowledges that special risks are associated with the identification of concealed conditions [i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing].
- 6.2 Conditions that ECS infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling/testing points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.
- 6.3 ECS will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling or testing. However, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is that which CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request ECS to

evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

### 7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

- 7.1 CLIENT warrants that it possesses the authority to provide right of entry permission for the performance of ECS' Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT and/or other(s) in order for ECS to perform the Scope of Services.
- 7.2 Except where ECS' Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of ECS' Services, CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and Improvements during the performance of ECS' Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in ECS' Scope of Services, and reflected in the Professional Fees.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from procedures associated with exploration, sampling or testing activities, or discovery of Hazardous Materials, or suspected Hazardous Materials, or ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### 8.0 UNDERGROUND UTILITIES

- 8.1 In addition to CLIENT-furnished information regarding underground utilities, ECS shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publicly available information, to identify underground utilities, as deemed appropriate in ECS' professional opinion. The extent of such precautions shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that despite due care, ECS may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by ECS and/or ECS' subcontractor(s) or provided to ECS from any entity may contain errors or be incomplete.
- 8.3 CLIENT agrees that ECS shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

### 9.0 SAMPLES

- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. ECS will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.
- 9.2 Unless CLIENT directs otherwise, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process byproducts in accordance with applicable Laws.

### 10.0 ENVIRONMENTAL RISKS

- 10.1 All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS shall take appropriate precautions deemed prudent in ECS' sole and professional opinion to comply with applicable Laws and Regulations, and to reduce the risks to ECS' employees, public health, safety, and welfare, and the environment. CLIENT agrees to compensate ECS for such precautions.
- 10.3 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS will handle such materials as Hazardous Materials. ECS or ECS' subcontractors will containerize and label such Materials in accordance with applicable Law, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.
- 10.4 Unless explicitly stated in ECS' Scope of Services, ECS shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not ECS, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.5 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary) so that ECS shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
- 10.6 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous

body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of ECS' Services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold ECS liable for such cross-contamination if ECS provides its Services in accordance with the applicable Standard of Care.

10.7 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected by one or more Recognized Environmental Conditions. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.

#### 11.0 OWNERSHIP OF DOCUMENTS

11.1 With the exception of the copies of the ECS Documents of Service provided to the CLIENT, all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by ECS ["Documents of Service"] maintained in any form deemed appropriate by ECS, are and remain, the property of ECS.

11.2 Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by ECS (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT is not permitted.

11.3 CLIENT agrees to not use ECS' Documents of Service for any other projects, or for the Project which has changed in scope, or extensions of the Project, from the details contemplated in ECS' Documents of Service. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s).

11.4 CLIENT agrees that ECS' Documents of Service may not under any circumstances be altered by any party except ECS. CLIENT warrants that ECS' Documents of Service shall be used only and exactly as submitted by ECS.

11.5 Except for daily field reports and concrete test reports sent electronically by ECS to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by ECS are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

#### 12.0 SAFETY

12.1 CLIENT agrees that ECS is responsible solely for the basic safety of ECS' employees on the Project Site. These responsibilities shall not be inferred by any party to mean that ECS has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, ECS' Scope of Services excludes responsibility for any aspect of site safety other than for ECS' own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for Project Site safety, and that ECS personnel rely on the safety measures provided by the General Contractor.

12.2 In the event ECS expressly assumes health and safety responsibilities for toxic or other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

#### 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing Services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and codes.

13.3 The professional activities of ECS, or the presence of ECS employees and subcontractors, shall not be construed to imply ECS has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, ECS does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

13.4 ECS strongly recommends that CLIENT retain ECS to provide its Services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may not be undetected by ECS' part time observations. Therefore CLIENT waives any and all claims against ECS related to unsatisfactory quality or performance of elements observed or tested by ECS on a part time basis.

#### 14.0 CERTIFICATIONS

14.1 CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding Services provided by ECS. Any "certification" required of ECS by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of ECS' inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. ECS' "certification" shall consist of ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor

does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees not to make resolution of any dispute with ECS or payment of any amount due to ECS in any way contingent upon ECS signing any such "certification" documents.

#### 15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.

15.2 Should ECS identify a Changed Condition, ECS shall notify the CLIENT of the Changed Condition(s) that in ECS' professional judgment require an amendment of the Professional Fees, time schedule, and/or Scope of Services. ECS and CLIENT shall promptly and in good faith negotiate an amendment to this AGREEMENT.

15.3 CLIENT recognizes that time is of the essence with respect of payment of ECS' invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

15.4 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.

15.5 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.6 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which ECS is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in enforcing any provision of the AGREEMENT, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.7 Payment of any invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with ECS' Services and is not aware of any defects in those Services, unless CLIENT has provided notice to ECS in accordance with the DEFECTS IN SERVICE provisions of this AGREEMENT.

#### 16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT'S personnel and contractors shall promptly inform ECS of any actual or suspected defects in ECS' Services, to help ECS take those prompt, effective measures that in ECS' opinion will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to ECS' Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information, CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate ECS for Additional Services required as a result of jurisdictional review requirements.

#### 17.0 INSURANCE

17.1 ECS represents that it and its subcontractors and subconsultants are protected by Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies which it deems reasonable and adequate.

17.2 ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

#### 18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT, SUBJECT TO AVAILABLE INSURANCE PROCEEDS, ARISING FROM ECS' PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW, AS FOLLOWS. For projects where ECS' Fee Estimate or proposed fees are:

18.1.1 \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.

18.1.2 In excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants or subcontractors or by any other person or combination of persons to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants or subcontractors.

## 19.0 INDEMNIFICATION

- 19.1 ECS agrees, subject to the limitation of liability provisions of this AGREEMENT, to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services to the extent that such injury is found to be caused by ECS' negligent acts, errors or omissions, specifically excluding any damages caused by any third party or by the CLIENT.
- 19.2 To the fullest extent permitted by applicable Law, CLIENT agrees to indemnify, defend, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.
- 19.4 If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT LEGAL COUNSEL BE RETAINED BY CLIENT BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.5 If CLIENT is a residential builder or residential developer, CLIENT shall indemnify, defend and hold harmless ECS against any and all claims or demands due to injury or loss initiated by one or more homeowners, unit-owners, or their homeowners' association, cooperative board, or similar entity against CLIENT which results in ECS being brought into the dispute.

## 20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or ECS, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

## 21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this AGREEMENT shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, unless such claims are based on acts unrelated to the provision of Services under this AGREEMENT.
- 21.2 CLIENT agrees that it will not seek Damages from any individual associated with ECS as an officer, principal, partner, employee, or owner, from any and all claims or liability for injury or loss that would require such individual to relinquish personal assets to satisfy such claim.

## 22.0 THIRD PARTY CLAIMS EXCLUSION

- 22.1 This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and ECS. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without both CLIENT'S and ECS' written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that ECS' Scope of Services performed is adequate.

## 23.0 DISPUTE RESOLUTION

- 23.1 All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:
- 23.1.1 CLIENT and ECS agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and ECS agree to negotiate in good faith to resolve the Dispute.
- 23.1.2 Should negotiation fail to resolve the dispute, CLIENT and ECS agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.
- 23.1.3 Should mediation fail to result in resolution of the Dispute, CLIENT and ECS agree that litigation may be brought by either party.
- 23.2 Should third-party dispute resolution be required, through mediation or litigation, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs include, but are not be limited to, reasonable

attorney's fees, court costs, forensic consultants and expert witness fees, and other documented expenses.

- 23.3 Where legal action is brought by either party to resolve a dispute, the claim shall be brought and tried in the judicial jurisdiction of the county in which ECS' office contracting with the CLIENT is located. CLIENT waives the right to remove any litigation action to any other jurisdiction, unless mutually agreed to by both parties.
- 23.4 This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of Virginia (but not including its choice of law rules).

## 24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached this AGREEMENT shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

## 25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and costs incurred, in accordance with ECS' prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

## 26.0 TIME BAR TO LEGAL ACTION

- 26.1 Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of ECS' Services.

## 27.0 ASSIGNMENT

- 27.1 Except for Services normally or customarily subcontracted by ECS in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

## 28.0 SEVERABILITY

- 28.1 Any provision of this AGREEMENT later held to violate a Law, Statute, or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

## 29.0 TITLES

- 29.1 The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

## 30.0 SURVIVAL

- 30.1 All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of this AGREEMENT.

## 31.0 ENTIRE AGREEMENT

- 31.1 This AGREEMENT including the Scope of Services and Professional Fees and all exhibits, appendixes, and other documents appended to it, constitute the entire AGREEMENT between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT Work Authorization to ECS.
- 31.2 CLIENT and ECS agree that subsequent modifications to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 31.3 All preprinted Terms and Conditions on CLIENT'S purchase order or Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.
- 31.4 If CLIENT fails to provide ECS with a signed copy of this AGREEMENT or a Work Authorization, by the act of authorizing and accepting the services of ECS, CLIENT agrees to be fully bound by the terms of this AGREEMENT as if signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >

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ADDENDUM NO. ONE dated January 18, 2011 to the Proposal dated January 5, 2011 for subsurface exploration and geotechnical engineering services for the Hanover Township Astor Avenue Community Center, located at 7431 Astor Avenue, Hanover Park, Illinois, 60133 (the "Community Center" or "Project Site") renovations (the "Proposal") and the Terms and Conditions of Service thereto (collectively, the "Agreement") between ECS Midwest, LLC ("ECS") and Hanover Township (the "Township" or "Owner") (collectively, the "Parties").

The Agreement is hereby modified as follows:

1. Paragraph 5.1, line 3, is amended by adding the word "by Client" immediately following "ECS".

2. Paragraph 7.2 is amended by deleting the last sentence therefrom. The Township is currently seeking approvals from the Villages of Streamwood and Hanover Park, and this Agreement is contingent upon the Township obtaining said approvals and any approval required from Commonwealth Edison.

3. Paragraph 8.3, is deleted. ECS shall be responsible for contacting JULIE and locating utilities prior to commencing any borings.

4. Paragraphs 11.1 and 11.2 are modified to provide that the Documents of Service will be furnished to Commonwealth Edison, Unicom and/or their respective affiliates, parent companies, subsidiaries, employees, contractors and/or agents (collectively, "Commonwealth Edison") and to the Villages of Hanover Park and Streamwood and to prospective bidders and contractors relative to the Township's Astor Avenue renovation project . ECS understands that Commonwealth Edison will be using the Documents of Service relative to its relocation of certain utility poles, and said Villages will be reviewing said Documents relative to location of utility poles within Village rights-of-way. The Documents of Service will also be subject to review by Cook County, the US government and their respective agencies relative to the use of CDBG funds used to pay for renovations to the Community Center, and will be required for use by prospective bidders and by contractors performing said renovations, construction and/or alterations to the Community Center. The Documents of Service may also be subject to disclosure under the Freedom of Information Act or as otherwise required by law. The Township shall not be liable for any such disclosure and/or from use of any such Documents of Service following such disclosure.

5. Paragraph 13.4 is amended by deleting the last sentence therefrom.

6. Paragraph 15.5 is amended to provide that the payment procedures and interest rate shall be as provided under the Illinois Local Government Prompt Payment Act (50 ILCS 505/2, *et seq.*).

7. Paragraph 15.7 is deleted in its entirety.

## DRAFT

8. Paragraph 17.2 is deleted in its entirety.
9. Section 18 is deleted in its entirety.
10. Section 19 is deleted in its entirety.
11. Paragraph 20.1 is modified to provide that the Township is not waiving any right and/or claims for consequential damages.
12. Section 23 is deleted in its entirety.
13. Paragraph 25.2 is amended by adding the following thereto: "Notwithstanding the forgoing, the Township shall not be liable for payment of any such invoices, costs and/or fees in the event ECS is in default and/or breach hereunder."
14. Paragraph 26.1 is amended by adding the following to: "Notwithstanding the forgoing, any action against the Township shall be limited to the provisions and the periods set forth in the Local Governmental and Governmental Employees Tort Immunity Act, including but not limited to the one year limitation set forth in Section 8-101(a) thereof (745 ILCS 10/8-101(a))."
15. The Agreement is hereby modified by adding the following new Sections thereto:
  32. In the event of breach and/or default under the Agreement, the non-defaulting/non-breaching party shall be entitled to all rights and remedies available at law and/or equity, including reasonable attorney's fees.
  33. The Agreement and all Addendums thereto shall be construed, and governed in accordance with Illinois law, and the exclusive venue for enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.
  34. ECS shall obtain and maintain at its sole cost insurance of the types of coverages and in the minimum amounts listed below:
    - A. Commercial General Liability Insurance  
ECS shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.  
  
CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

# DRAFT

Hanover Township, the Village of Streamwood, the Village of Hanover Park, Cook County, Commonwealth Edison, Corporate Design & Development, LLC (the "Architect"), and their respective officials, officers, managers, employees, volunteers, servants, agents, successors and assigns, shall be included as an insured under ECS' CGL coverage, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the excess/umbrella liability coverage (collectively, the "Additional Insured"). This insurance shall apply as a primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them. Any insurance or self insurance maintained by the Additional Insured shall be in excess of ECS' insurance and shall not contribute with it.

## B. Business Auto Liability Insurance

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

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

## C. Workers Compensation Insurance

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

If the Additional Insured have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Excess/Umbrella Liability Insurance required in this Contract, ECS waives all rights against the Additional Insured, and all of them, for recovery of damages arising out of or incident to the project.

## D. Excess/Umbrella Liability Insurance Coverage

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

## E. General Insurance Provisions

### i. Evidence of Insurance

# DRAFT

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

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

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

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

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

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

## ii. Acceptability of Insurers

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

## iii. Cross-Liability Coverage

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

## iv. Deductibles and Self-Insured Protection

Any deductibles or self-insured retentions must be declared to the Township. At the option of the Township, ECS may be asked to eliminate such deductibles or self-insured retentions as respects the Township, and/or its officers, officials, employees, volunteers and agents 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.

# DRAFT

## v. Subcontractors and Consultants

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

## F. Indemnification

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

35. ECS shall exercise professional skill and judgment in the manner which can be reasonably expected from other geotechnical engineers performing similar services to those required hereunder.

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

37. Compliance With Law. ECS and its contractors and subcontractors of every tier shall comply with all applicable Federal, State, and local laws relative thereto including, but not limited to, all safety related

## DRAFT

regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village Ordinances and Codes including, but not limited to, the Village Building Codes. To the fullest extent permitted by law, the ECS shall indemnify, defend, and hold harmless the Indemnified Parties (defined above) from loss or damage, including, but not limited to, attorney fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, in the performance of the services performed hereunder by or on behalf of ECS.

38. 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 ECS, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. ECS 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.

39. Investigations by Contractor. ECS 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 required results hereunder can be produced under the 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 ECS 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.

40. Prevailing Wages. All work on the Project will be subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) providing for the payment of prevailing rate of wages. Accordingly, ECS and all subcontractors of every tier shall pay not less than prevailing wages to all laborers, workers and mechanic's performing work on or in connection with the Project Work and/or Repair Work in accordance with the requirements of the Act. A copy of the current prevailing wages for Cook County is attached hereto as Exhibit A and is incorporated herein.

41. Repair Work. Upon completion of the project work, ECS shall repair any damage to the Project Site and/or any other property attributable to acts and/or omissions of ECS, its employees, subcontractors of any tier, agents, or otherwise attributable to the Project Work, except to the extent such damage is attributable to the negligence of the Township (the "Repair Work"). The Repair Work shall be completed within fourteen (14) days of the completion of the Project Work (the "Repair Completion Date").

# DRAFT

## 42. Miscellaneous.

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

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

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

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

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

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

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

H. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party other than ECS obligations to the Indemnified Parties hereunder. Nothing

# DRAFT

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 any of its officials, officers, employees, volunteers and/or agents, with respect to any liability whatsoever, and all such privileges and immunities are expressly reserved.

I. In the event of any conflict between the terms and conditions of the Addendum and the Agreement, the terms and conditions of the Addendum shall control.

Hanover Township

ECS Midwest, LLC

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

By: \_\_\_\_\_  
Brett Gitskin, President

Attest:

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



**Office of the Clerk**  
**Katy Dolan Baumer**  
 250 S. Route 59, Bartlett, IL 60103-1648  
 Phone: (630) 837-0301 ext. 2129  
 Fax: (630) 483-5689

Clerk's Office Report  
 Week ending January 17, 2010

**Office of the Clerk Mission:** *The Clerk's Office is continuously striving to provide fast, courteous and efficient services to the Township residents, Board, other departments, and other citizens through the most modern and cost-effective methods available, and to maintain the Township records in a systematic, orderly, logically organized, and accessible manner.*

**Office of the Clerk Update:**

- ❖ To better serve our clients, we will keep our extended hours on Tuesdays for 2011. Regular hours for the Clerk's office will now be 8:30-4:30 M-F with an extra 1.5 hours on Tuesdays open until 6 pm. Additionally, we will continue our practice of opening for resident services one Saturday per month and by appointment.
- ❖ Our office received four FOIA requests and responded in a timely manner.
- ❖ The Tax Levy for the Hanover Township and Hanover Township Road District were filed to the Cook County on December 20.
- ❖ The Cook County Clerk's office has launched an online system for filing of the Statements of Economic Interests and our office submitted the list of people required to file the Statement.
- ❖ Passport Fee deposit for the month of December was \$1,890 of which \$600 were fees collected for the Passport photographs. We have noticed increase in our passport services and photos taken in our office with the help of our visits and outreach to travel agencies.
- ❖ The Clerk's Office and Youth & Family Services will be hosting free Internet Safety Program on February 23 for our residents presented by Illinois Attorney's General Office. The presentation will be designed to help parents and children about Internet safety and cyber-bullying. Registration is required.
- ❖ The next Breakfast with the Board is scheduled for February 5.

OFFICE OF THE CLERK - SERVICES													
	Passport			Fishing & Hunting License			Handicap Placard			Cook County Vehicle License			Voter Reg.
	FY09	FY10	FY11	FY09	FY10	FY11	FY09	FY10	FY11	FY09	FY10	FY11	FY11
<b>May</b>	137	133	181	14	27	33	NA	32	28	95	0	10	180
<b>Jun</b>	107	122	149	11	29	17	NA	23	29	238	388	172	16
<b>Jul</b>	146	118	238	NA	12	12	28	29	35	0	0	14	2
<b>Aug</b>	101	109	139	6	9	13	34	34	27	0	16	10	12
<b>Sep</b>	95	103	96	4	0	3	26	29	30	8	4	3	90
<b>Oct</b>	90	105	93	3	3	4	36	26	29	0	3	5	15
<b>Nov</b>	73	64	92	2	3	5	19	24	27	0	1	1	2
<b>Dec</b>	103	99	115	0	0	2	32	39	20	7	0	2	0
<b>Jan</b>	175	174		0	4		27	52		0	0		
<b>Feb</b>	158	158		4	2		32	27		0	1		
<b>Mar</b>	192	314		11	17		23	31		5	1		
<b>Apr</b>	180	140		39	27		25	20		0	0		
<b>TOTAL</b>	<b>1557</b>	<b>1639</b>	<b>1103</b>	<b>94</b>	<b>133</b>	<b>89</b>	<b>282</b>	<b>366</b>	<b>225</b>	<b>353</b>	<b>414</b>	<b>217</b>	<b>317</b>

**TRISH SIMON RN, BSN**  
**Office of Community Health**  
**January Board Report**

A date has been established with Dr. Muska and St. Alexius hospital for the colonoscopy initiative. March 5<sup>th</sup>! We have identified a number (17) high risk individuals for colon cancer. Dr. Muska and SAMC will provide 7-10 colonoscopies at this first screening. Again I am very excited to move forward with this life saving screening and thrilled to be working with Dr. Muska and his team. Each client will be seen by Advanced Gastroenterologist prior to the exam for medical clearance. I am working on media coverage for this event as well.

Our January education topic was focused on glaucoma and “starting your year off right with a health screening”. In hope to encourage many to take advantage of our many prevention services from OCH.

Clare Oaks has reached out and requested for OCH to assist with their monthly lab draws they have for their independent living residents. They recently have seen some changes with staffing and lost their wellness nurse. This would be about 24 monthly draws, at their site; we would utilize their exam room. We are thrilled to continue our work with this agency. We continue with the monthly support group for diabetics as well. This month’s topic was exercise with a demonstration from a trainer as well.

We continue our search for the 20 hour/week RN. We have received limited resumes for a Spanish speaking nurse. So we have opened it up to non Spanish speaking as well. This will hopefully give us a larger pool to interview and find the best fit for the office.

It is employee wellness time again. We are setting aside dates in February for employees and board members to take advantage of this free screening. It includes a complete lipid profile, diabetic and anemia screening, blood pressure, heart rate and general assessment. This is also a great way to get a better understanding of what we offer our residents; we charge residents \$20 for this screening.

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## Metrics for December:

Home Visits – 21  
Office Visits – 47

Protimes – 20  
TB skin tests – 11  
Cholesterol screenings – 1  
Other – 38

(Other consists of but not limited to: labs, calls, patient assistance programs, referrals, blood pressure monitoring, dressing changes)

## ***Facilities and Maintenance***

Reporting to – Town Board---January 18, 2011

The Mental Health Resource Center project is moving forward. Architect plans have been completed and we are now in the process of selecting ceiling tiles, flooring, etc. The bid documents will be developed soon.

The Senior Center Lower Level build out is continuing to move forward. Several quotes from architecture firms have been acquired. Our next step is to set up a meeting to discuss the storage of items in the lower level, which will be occurring within the upcoming weeks.

A variance with the Village of Hanover Park has been approved for the garage addition for the Astor Avenue construction. The bid package is going to be sent to Cook County for approval.

The emergency generator project has awarded the lowest bid and a pre-construction meeting is scheduled for January 17. The bio-diesel generator, once installed, will have the capabilities to power the entire the Senior Center in the event of a power outage.

Facilities and Maintenance is keeping busy with painting projects this winter. The Senior Center conference room was completed last week and the administrative hallway is currently being completed.

Respectively Submitted

Steve Spejcher  
Director of Facilities and Maintenance

Hanover Township  
Mental Health Board  
Coordinator's Report  
1/18/11

**Resource Center**

- Working with Director Spejcher to finalize the remaining items for the bid package as well as updating security codes for each of the agencies
- Received verbal approval to move handicap parking spot to the front right of the building. This will help ensure that traffic is redirected to the front of the building
- New lease agreements have been drafted and will be going out to each organization
- Working with Building Committee to get quotes for office furniture

**Administrative**

- Set to take TIDE paperless February 1<sup>st</sup>. A1 cabs has utilized their dispatching system to allow better coordination of rides as well as billing. A1 cabs set up individual "accounts" for each tide recipient which will track how many rides they paid for through the MHB and how many "vouchers" they have remaining. It should also create for a shorter turnaround time for riders. We are waiting to finalize the details with the Mental Health Board at our next meeting.
- Working with 3 organizations on emergency funding and challenge grants
- Attended CDBG workshop on behalf of the Township
- Preparing for grant allocation hearings on January 20<sup>th</sup>.

**Special Events/Outreach**

- Attended Human Services Coordinating Council and the Care for Underserved Coalition to discuss available MHB funding opportunities
- Continued working with SCIMC Committee on finalizing their expenses and revenues to ensure accurate distribution of funds to their new fiscal agent
- Working with U-46 and Senior Services to provide free tax aide assistance to a group of special needs students
- Discussed new dates for the disabilities expo. On average it appears that moving the expo to the beginning of the school year would be more beneficial for the organizations involved in the planning committee.

Hanover Township Senior Services  
Board Report – December 2010  
Submitted by Barbara Kurth Schuldt, Director

**Programming**

- Holiday Party. 248 seniors attended our annual holiday party at the Seville. Also in attendance were Supervisor Brian P. McGuire, Clerk Katy Dolan Baumer, Assessor Tom Smogolski, Highway Commissioner Craig Ochoa, Trustee Mary Alice Benoit, and Trustee Howard Krick.
- Highlighted Programs: Cookie Exchange/Sing a Long. Seven Brides for Seven Brothers: Drury Lane, White Christmas; Bank of America Theatre, Chicago, AMC South Barrington Movie Day.

**Volunteers**

- The Beading Club generously made pins for each Holiday Party guest and donated the proceeds from their jewelry sale to the Adopt-a-Senior fund. Thirty-five seniors participated in the Holiday Wrapping, helping to wrap hundreds of gifts for Welfare Services. Tireless rehearsals continue for the Variety Show as forty seniors come together to put on this production.

**Computer Instruction**

- Craigs List, Picassa, How to buy a New Computer, Skype, Files and Folders.

**Art & Crafts**

- Watercolor, Chinese Brush Painting, Holiday Cards, Oil Painting: Paintings will be on display in January, Art Angel, Snowman Ornament of Polymer Clay, Ceramic Class.

**Social Services**

- 58 income eligible individuals who were approved for the Adopt-a-Senior Program. Three Adopt-a-Senior Receptions were held for the seniors providing them an opportunity to pick up the care packages and socialize over food. This year, Suburban Orthopedics and Homebound Health Care sponsored the Adopt-a-Senior Receptions by providing all refreshments.  
Fellowes, Inc of Itasca was another big sponsor for the 2011 Adopt-a-Senior Program. Fellowes generously donated 115 gifts items. A total of \$1,542 in monetary donations was received from the community, including profits from Craft Fair, Adopt-a-Senior Raffles & Beading Club. A big thank you to Hanover Township Food Pantry for the donation of food, our Sponsors for the Receptions & Gift Giving, the community for their generous involvement of gift and monetary donations & our Volunteers through the Positive Action Group who put together the Adopt-a-Senior Care Packages.
- The second quarterly C-HOPE Meeting was held. Alexian Staff was able to meet the Interim Mental Health Coordinator. The Mental Health Board approved a new criteria for “At Risk” Clients who move out of the Township. These individuals will be able to receive services for up to 3 months until they are connected with another mental health agency.
- The Medicare Part D Open Enrollment Period from November 15<sup>th</sup>-December 31<sup>st</sup> was a busy Our Social Services Team assisted 167 individuals with information, comparing drug plans and enrollment for coverage in 2011.
- Social Services Programs: Understanding Fibromyalgia (Foundation Wellness for Professionals), Living on a Fixed Income (Money Management International), Foot Spa Clinic & Chair Massage Therapy (Homebound Health Care).

**Transportation**

- Transportation received the 14 passenger bus made possible through the AgeOptions grant of \$45,793.
- Trip rides – 51 one-way rides. Trip is now transporting to Rush Medical Center and UIC Medical Center six days a week.
- We gave 325 one-way rides for medical appointments and 140 one-way rides to area hospitals that we serve.

**Administration**

- Senior Citizens Services Committee Appreciation Luncheon was held Monday, Dec. 13, 2010.
- Intern Angela Flickema, Concordia University, finished her internship at the end of December but will continue to contribute volunteer hours to the Senior Service Department.

## Hanover Township Senior Services Statistics

<b>Programming Division</b>	
<i>Recreation</i>	
48	# Planned programs at Senior Center
726	# Participants at Senior Center
4	# Offsite trips & events
344	# Program participants on trips & offsite events
70	# Wait listed (unduplicated) for trips only
121	# Names added to Newsletter Mailing List
<i>Arts &amp; Crafts</i>	
22	# Art classes
215	# Art class participants
<i>Computer Classes</i>	
18	# Computer classes
144	# Computer class participants
<i>Volunteers</i>	
26	# New requests for volunteers
0	# New volunteers
1457	# Volunteer hours reported
1206	# Meals delivered by volunteers
384	# Congregate meals served
<b>Social Services Division</b>	
1379	# Active cases
523	# Contacts with active cases
639	# Telephone calls
113	# Office appointments
1	# Home visits
224	# Referrals given to clients to contact other agencies
113	# Outside resources contacted on behalf of clients
0	# Elder abuse referrals
21	# Energy Assistance programs
445	# Prescription drugs & health insurance assistance
28	# Public Aid programs
12	# RTA Senior & Disabled Ride Free
8	# Social Service programs at Senior Center
113	# Social Service program participants
51	# Lending Closet transactions
1	# Unmet needs (services of referrals not available)
<b>Transportation Division</b>	
1241	# One-way rides given
195	# Individuals served – unduplicated
25	# New riders
80	# Riders under 60
229	# Rides given to disabled
148	# Wheelchair assisted rides
165	# Rides to dialysis
169	# Rides to Victory Centre of Bartlett
53	# Unmet requests for rides

**WELFARE SERVICES**  
**BOARD REPORT**  
*January 2011*

The holiday season has ended and we are on track planning for a Valentine's Day Pizza Party and making plans to fill Spring Baskets with candy for Easter.

Gifts were distributed for an estimated 1500 children and meals boxes for Christmas totaled more than 600. The support from the community is tremendous, worried we would not be able to do what we did last year, donations began coming in a later than usual but came in and we were able

This past month:

- Meal Box, Toy Drive and Sponsor-a-Family giveaways were successful. The early bird pick-up allowed residents to pick up gifts early and avoid the chaos of past years. EMA was instrumental in ensuring traffic flowed smoothly and safely for all events.
- Nominations for Supervisor Community Service Awards are now being accepted. Information can be found on the township website.
- Emergency Assistance funds have been depleted until April 1, 2011.

Looking forward:

- January 31<sup>st</sup>, Astor will be hosting a breakfast and informational meeting on services available at Hanover Township for teachers and principals in U-46. Mayor Roth was instrumental in organizing this event and will be present at the breakfast as well.
- Astor will be hosting a Valentine's Day Pizza party from 2:30 – 4:00 on February 14<sup>th</sup>.

**General Assistance Stats:**

OFFICE LIHEAPS: 93

OFFICE WALK-INS: 175

Link Card Applications Increased Dramatically

General Assistance Appointments: 35

Emergency Assistance Appointments: 15

Comed Hardship: Out of Funding

Weatherization: 4

Misc. Assistance: Walk-ins 13

Emergency Assistance Approved: 5

Emergency Assistance Denied: 2

General Assistance Approved: 1

General Assistance Denied: 2

General Assistance Clients: 9

Pending General Assistance: 2

**Food Pantry Statistics:**

Report and Stats for Food Pantry December

1246 Served

91 New Applications

137 Food Donations

Respectfully submitted,

*Mary Jo Imperato*

Welfare Services Director

*Mission Statement*

*Hanover Township Welfare Services is committed to improving the welfare of Hanover Township residents experiencing hardship. Providing resources and support empowering residents in achieving self sustainability; to serve promptly with dignity and respect.*

Hanover Township Youth and Family Services  
Board Report  
January 18, 2011

1. Youth and Family Services will be hosting a Juvenile Justice Alternatives Summit to be held on Tuesday, January 18<sup>th</sup>, 2011, 5:00PM to 7:00PM. Various leaders will be represented from Judicial, Probation, Elected Officials, Police, Schools, and other service providers to discuss the current trends, services, and gaps in the juvenile justice system.
2. Youth and Family Services has applied for a \$5000.00 Project Orange Thumb Grant through Friskers. The grant is for the development of a community garden. If the funds are awarded to Youth and Family Services, we plan to develop a community garden with the youth from our various prevention programs. We will be notified in late February whether or not we will be awarded the grant.
3. Referrals are starting to arrive for the Alternative to Suspension Program. Further development of the leadership component is being completed. Negotiations are occurring with the Bartlett Park District to offer adventure based, leadership development programming.
4. The Peer Jury Program partnership between Hanover Township and the Village of Streamwood is continuing to develop. Youth and Family Services will begin negotiations with the Village of Bartlett and the Bartlett Police Department about a possible partnership in the program.
5. Negotiations are taking place with the Eastside Recreation Center in Elgin. Continued low turn out for the Open Gym Program at this site is occurring regardless of continued marketing strategies.
6. Youth and Family Services and the Youth Division of Worknet hosted an open house on Thursday, January 6<sup>th</sup>, 2011 at the Township. The open house showcased the new partnership and services offered between Youth and Family Services and Worknet. This partnership will benefit Township youth who are out of school by assisting with career planning and development. Worknet will be utilizing the multipurpose room and computer lab on the first and third Thursdays of the month, from 2:00PM to 4:00PM.
7. Spring Semester Tutoring Program applications are available. The Program will begin on Monday, February 7<sup>th</sup>, 2011. The Program will again be offered at the Streamwood High School Sabre Center.
8. Six families have presented for Family Therapy Services since last report. Of the six families, three are English speaking. Three families are from Bartlett, one family is from Streamwood, and two families are from Hanover Park.