

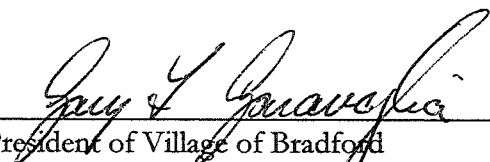
RESOLUTION #08-09-5

RESOLUTION FOR AGREEMENT BETWEEN VILLAGE OF BRADFORD
AND
JAMES R. CUMMINGS (J. R. CUMMINGS & ASSOCIATES)
FOR
GOVERNING THE PROVISION OF PROFESSIONAL AND TECHNICAL SERVICES
FOR EAST MAIN STREET WATER REPLACEMENT PROJECT

PASSED by the Corporate Authorities on September 3, 2008

Approved

September 3, 2008



President of Village of Bradford
Bradford, Stark County, Illinois

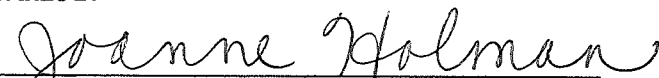
AYES: Bob Harris, Henry Waldinger, Adam Wilson, and Bobbie Walters

NAYS: None

ABSENT: John Cler and Joyce Bickett

RECORDED in the Village Records on September 3, 2008

ATTEST:



Village Clerk
Village of Bradford, Stark County, Illinois

AGREEMENT

This Agreement, entered into this 3rd day of September, 2008, A. D., by and between the Village of Bradford, Illinois, a unit of local government, hereinafter referred to as the "Grantee", and James R. Cummings, d/b/a J. R. Cummings & Associates, as an individual, hereinafter referred to as the "Consultant", for the purpose of governing the provision of professional and technical services as specified in PART I - GENERAL CONDITIONS, set forth herein.

PART I - GENERAL CONDITIONS

A. Scope of Consultant Services

The Consultant shall:

Provide technical assistance relating to the administration of the Grantee's Community Development Assistance Program (CDAP) grant as provided by herein:

1. Prepare an environmental assessment, public notice(s) and other materials necessary for a complete Environmental Review Record (ERR) in compliance with the National Environmental Policy Act (NEPA) of 1969, and other applicable laws and regulations in the manner prescribed in 24 CFR Part 58;
2. Prepare the documentation and coordinate the execution and transmittal of appropriate documents necessary to secure the project's environmental clearance from the State's Department of Commerce and Economic Opportunity (DCEO);
3. Prepare and coordinate the execution of any necessary documents and undertake any efforts needed to satisfy all other conditions that may be imposed on the project by DCEO and assist in the completion and execution of the Grant Award Document (GAD);
4. Provide guidance to the Grantee regarding the requirements for local administrative office operations and record keeping;
5. Establish and maintain an independent grant fund management system, including but not necessarily limited to journals, ledgers, invoice files, expenditure summaries and related records sufficient to satisfy the financial record keeping requirements of the program;
6. Provide assistance to the Grantee regarding compliance with laws, regulations and procedures not individually identified herein which the Grantee agreed to comply with in the GAD;
7. Assist in assuring that procurement of goods and services for the project complies federal standards for procurement and contracting;
8. Provide the necessary federal components of the construction bid/contract documents and an explanation of their purpose and function and;
9. Secure the appropriate federal prevailing wage decisions and related materials necessary to meet the requirements set forth in the Davis-Bacon and Related Acts;
10. Obtain the determination that the contractor(s) chosen for the project is not debarred or otherwise ineligible to perform federally assisted construction work;

11. Perform the tasks associated with conducting a preconstruction conference with the selected contractor for labor standards and equal employment opportunity (EEO) compliance purposes;
12. Perform the tasks of project labor standards officer EEO officer by assisting the construction contractor(s) in complying with federal labor standards reporting and other responsibilities and conducting employee interviews and payroll record examination;
13. Perform the tasks of by assisting the construction contractor and the Grantee in complying with federal civil rights, EEO and affirmative action requirements;
14. Assist the Grantee and construction contractor in complying with the provisions of Section 3 of the Housing and Urban Development Act of 1968, including periodic report preparation and submittal;
15. Prepare the materials for and review applications and verify the incomes and property ownership of the residents who have applied for direct benefit activities ("hook-ups") to connect to the new system, and arrange for the service connection work (hook-ups) to be done by licensed entities;
16. Participate in DCEO monitors of the project;
17. Provide DCEO and any other appropriate parties with information and reports that may be required from time to time;
18. Prepare the required Section 504 Handicap Self-Evaluation, if necessary;
19. Prepare any modifications to the project and submit same to DCEO for review;
20. Prepare the financial close-out documents and the Grantee Evaluation Report (GER) and conduct the performance close-out hearing and provide documents and records to the independent accountant performing the audit on the project;
21. Act as the general overseer of the project and provide technical assistance for other activities as they manifest themselves and as may be directed by the Grantee or DCEO and act as liaison with the subrecipient, as appropriate.

B. Scope of Grantee Responsibilities

The Grantee shall:

Perform its appropriate duties as dictated by federal, state and local law in the administration of the program in a responsible and timely manner and cooperate with the Consultant in the performance of his duties and responsibilities under this Agreement including, but not necessarily limited to:

1. Provide the Consultant with copies and/or originals of correspondence and it may receive from DCEO or other agency in order to allow the Consultant to perform his contractual duties. Said correspondence and documents may include but are not necessarily limited to letters, reports, memoranda, notices, invoices, bills and expenditure receipts relative to the project. If the pertinence of the correspondence or documents is uncertain, the Grantee shall discuss with the Consultant the nature of the information received to determine its relevance;

2. Provide convenient facilities in the community for program administrative tasks for which practicality may demand such facilities, including but not necessarily limited to record keeping, permanent file storage, photocopying, meetings and conferences, typing and general activities;
3. Assume the responsibility for legal services if necessary for the project;
4. Provide its own materials and supplies for local office management;
5. As the CDAP Grantee, assume the responsibility for all eligible costs involved in the administration and execution of the project as indicated in the CDAP application and GAD or adequately arrange for the subrecipient to do so, as appropriate;

C. Type of Agreement

This Agreement shall be considered a contract for professional services, classified under federal nomenclature as a "third party" or "independent contractor" arrangement and not as an "employer-employee relationship" type of contract by federal definition.

D. Method of Compensation, Period of Service

1. The Consultant shall be paid from grant and/or local funds a sum of Twelve thousand four hundred and 00/100 Dollars (\$12,400.00) for services provided in accordance with Section I-A of this Agreement in following manner:
 - a. Pro rata payments from time to time with each amount being based on an estimate of the percentage of the work performed in the period as compared to the total fee;
 - b. Within 15 days of the submittal of invoices for the periods involved;
2. The period of performance for the services and responsibilities specified herein shall be the same as the grant period provided in the GAD, except as may be subsequently modified by DCEO or agreed to by the parties.

E. Special Conditions

This Agreement is subject to and incorporates the provisions of the Attached "PART II - SPECIAL CONDITIONS".

In witness whereof, the Grantee and Consultant have executed this Agreement on the date first above written.

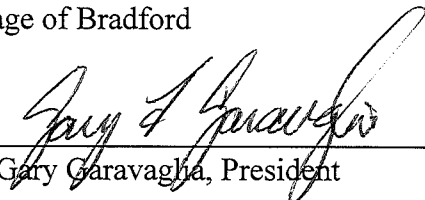
CONSULTANT:

J. R. Cummings & Associates

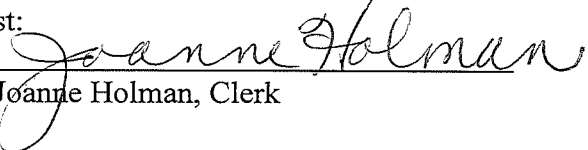
By: 
James R. Cummings

GRANTEE:

Village of Bradford

By: 
Gary Garavaglia, President

Attest:

By: 
Joanne Holman, Clerk

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

PART II - SPECIAL CONDITIONS

1. Termination of Contract for Cause - If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Grantee, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Consultant, and the Grantee may withhold any payments to the Consultant for the purpose of set-off until such time the exact amount of damages due the Grantee from the Consultant is determined.

2. Changes - The Grantee may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Grantee and the Consultant shall be incorporated in written amendments to this Contract.

3. Personnel - a) the Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

b) All the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

c) No person who is serving sentence in a penal or correctional institution shall be employed or work under this Contract.

4. Anti-kickback Rules - Salaries of architects, draftsmen, technical engineers and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 53 Stat.108; Title 18 U.S.C. Section 874; and all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

5. Withholding of Salaries - If , in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Grantee shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the

salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

6. Claims and Disputes Pertaining to Salary Rates - Claims and disputes Pertaining to salary rates or to classifications of architects, draftsmen, technical engineers and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Grantee for the latter's decision which shall be final with respect thereto.

7. Equal Employment Opportunity - During the performance of this Contract, the Consultant agrees as follows:

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

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

c) The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Consultant will comply with all provisions of Executive Order 11246 or September 24, 1965, as amended by Executive Order 11375, and of the rules and regulations and relevant orders of the Secretary of Labor.

8. Discrimination Because of Certain Labor Matters - No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be Instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

9. Compliance with Local Laws - The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

10. Subcontracting - None of the services covered by this Contract shall be subcontracted without written consent of the Grantee. The Consultant shall be as fully responsible to the grantee for the acts and omissions of his subcontractors, and of persons wither directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

11. Assignability - The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee: Provided, however, that claims for money due or to become due the Consultant from the Grantee under this Contract may be assigned to a bank, trust company or

other financial institution, or to a Trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished promptly to the Grantee.

12. Interest of Members of the Grantee - No member of the government body of the Grantee who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

13. Interest of Other Local Public Officials - No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Certain Federal Officials - No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

15. Interest of Consultant - The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area including ownership of any real estate or other property therein, will not have any interest in any rehabilitation construction contract or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having such interest shall be employed by him.

16. Civil Rights Act of 1964 - As provided by Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to, Maintenance of Records - The Grantee, the Department of Commerce and Community Affairs, U.S. Department of Housing and Urban Development, the Comptroller of the State of Illinois and the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Consultant which are pertinent to this specific Contract for the purpose of making an audit, examination, excerpts and transcriptions. Said books, documents, papers and records pertinent to this Contract shall be maintained by the Consultant for a period of three years after the Grantee makes final payment for services rendered under this Contract and all other matters are closed.