

RESOLUTION R-2018-33

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
CAMIROS, LTD., FOR A COMPREHENSIVE PLAN/MARKET STUDY/ZONING  
ORDINANCE UPDATE FOR THE EAST ROOSEVELT ROAD CORRIDOR**

**WHEREAS**, the City has determined that it is reasonable, necessary, and appropriate to engage a qualified and experienced planning consulting firm for assistance in preparing a Comprehensive Plan/Market Study/Zoning Ordinance Update (hereinafter "**Planning Services**") for the City of Wheaton East Roosevelt Road Corridor; and

**WHEREAS**, the City requested and received five (5) cost proposals from qualified planning consultants for the provision of the requested Planning Services; and

**WHEREAS**, Camiros, Ltd., ("**Consultant**"), submitted to the City a cost proposal for the requested Planning Services for a lower cost than the other cost proposals received by the City and which is the most responsive, responsible and qualified proposal received by the City; and

**WHEREAS**, the Consultant has previously provided the City with planning consulting services for other City planning measures and the City has a satisfactory relationship with the Consultant for those services; and

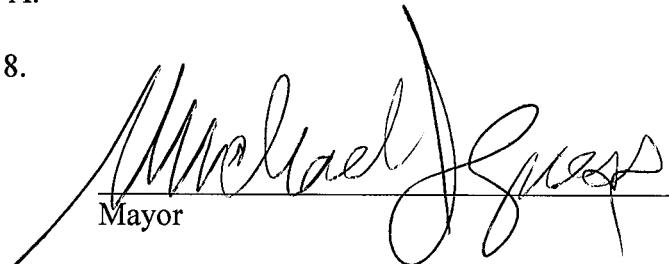
**WHEREAS**, Consultant represents that it has the necessary expertise and experience to furnish the Planning Services upon the terms and conditions set forth herein below; and

**WHEREAS**, the proposal received from the Consultant meets the City's needs.

**WHEREAS**, it is necessary for the City to enter into an agreement with Camiros, Ltd. for the purpose of providing a Comprehensive Plan/Market Study/Zoning Ordinance Update for the East Roosevelt Road Corridor.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is hereby authorized to execute and the City Clerk is hereby directed to attest to an agreement between the City of Wheaton Camiros, Ltd. for the purpose of providing a Comprehensive Plan/Market Study/Zoning Ordinance Update for the East Roosevelt Road Corridor as attached hereto as Exhibit "A."

ADOPTED this 16<sup>th</sup> day of April 2018.

  
Michael J. Grace  
Mayor

ATTEST:

  
Karen Bennett-Hay  
City Clerk

Roll Call Vote:

Ayes: Councilman Prendiville  
Mayor Gresk  
Councilman Rutledge  
Councilman Scalzo  
Councilman Suess  
Councilman Barbier  
Councilwoman Fitch

Nays: None  
Absent: None

Motion Carried Unanimously

Exhibit "A"

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**CITY OF WHEATON, ILLINOIS  
PROFESSIONAL SERVICES AGREEMENT  
FOR COMPREHENSIVE PLAN, MARKET STUDY,  
ZONING ORDINANCE UPDATE SERVICES**

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of April 2018, by and between the CITY OF WHEATON, an Illinois municipal corporation ("City"), located at 303 W. Wesley Street, Wheaton, Illinois, 60187 and Camiros, Ltd., ("Consultant"), located at 411 S. Wells St., Suite 400, Chicago, Illinois 60607.

WHEREAS, the City has determined that it is reasonable, necessary, and appropriate to engage a qualified and experienced planning consulting firm for assistance in preparing a Comprehensive Plan/Market Study/Zoning Ordinance Update (hereinafter "Planning Services") for the City of Wheaton East Roosevelt Road Corridor; and

WHEREAS, the City requested and received five (5) cost proposals from qualified planning consultants for the provision of the requested Planning Services; and

WHEREAS, Consultant submitted to the City a cost proposal for the requested Planning Services for a lower cost than the other cost proposals received by the City and which is the most responsive, responsible and qualified proposal received by the City; a copy of the Consultant's proposal is attached hereto and incorporated herein as if fully set forth as **Exhibit A**; and

WHEREAS, the Consultant has previously provided the City with planning consulting services for other City planning measures and the City has a satisfactory relationship with the Consultant for those services; and

WHEREAS, Consultant represents that it has the necessary expertise and experience to furnish the Planning Services upon the terms and conditions set forth herein below; and

WHEREAS, the proposal received from the Consultant meets the City's needs.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, agreements, and conditions set forth in the Agreement, the parties agree as follows:

**SECTION 1. SCOPE OF SERVICES.**

**A. Recitals.** The recitals set forth above, including Exhibit A, are incorporated herein as substantive terms and conditions of this Agreement and represent the intent of the parties. Where this Agreement is inconsistent with any provision of Exhibit A, this Agreement shall control.

**B. Retention and Services.** The City retains the Consultant to perform, and the Consultant agrees to perform, all necessary professional consulting services in connection with the project services identified below ("Services") which Services the Consultant shall provide pursuant to the terms and conditions of this Agreement:

**Comprehensive Plan/Market Study/Zoning Ordinance Update Services** for the City of Wheaton East Roosevelt Road Corridor which shall include a project kick-off meeting, existing land use evaluation, real estate market assessment, existing conditions workshop, draft land use plan,

affordable housing recommendations, Roosevelt Road technical zoning review, Zoning Ordinance update recommendations, Plan Commission zoning workshop, Comprehensive Plan/Zoning Ordinance Update document, and a City Council Roosevelt Road Corridor presentation, as more fully described in the attached proposal, **Exhibit A**, which shall be considered contractual requirements that must be met by Consultant; and optional engagement meetings which shall include an affordable housing workshop, existing conditions/visioning meeting, and a community zoning workshop as more fully described in **Exhibit A**.

Consultant shall furnish all labor, materials, and equipment to provide and perform the Services.

C. **Reporting.** The Consultant shall regularly report to the City's Director of Planning, or his designee, regarding the progress of the Services during the term of this Agreement.

D. **Time Of Performance/Term.** This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Consultant ("Commencement Date"). It shall be in effect until the City determines that all of the Services under this Agreement are completed or upon termination of this Agreement by the City, but in no event later than the date that is **eight (8) months** after the Commencement Date ("Time of Performance"). A determination of completion as to any phase or all phases of the Services shall not constitute a waiver of any rights or claims which the City may have or thereafter acquire with respect to any term or provision of this Agreement.

E. **Additional Services.** The Consultant shall provide only the Services specified in this Agreement and the attached Exhibit A. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City. Additional Services that have been authorized in writing by the City shall be subject to the terms and conditions of this Agreement and shall be compensated at the hourly rates included in Consultant's cost proposal included in **Exhibit A**.

## **SECTION 2. PERSONNEL; SUBCONTRACTORS.**

A. **Key Project Personnel.** The Key Project Personnel identified in the attached Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Use of Subcontractors.

1. **Valerie Kretchmer Associates, Inc.** Consultant shall use the planning and real estate consulting firm of Valerie Kretchmer Associates, Inc. to provide services related to the provision of a real estate market assessment and affordable housing recommendations as identified in the attached Exhibit A.

2. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

E. **No Additional Obligation.** The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

F. **Corporate Authorities of the City.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Manager or Corporate Authorities of the City. For the purposes of this Section, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Manager or of the City's Corporate Authorities.

**SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

A. **Agreement Amount.** The total amount billed by the Consultant for the Services performed under this Agreement shall not exceed FORTY-TWO THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$42,750.00), including reimbursable expenses, without the prior express written authorization of the City.

B. **Invoices and Payments.** The Consultant shall be paid in accordance with the Consultant's cost proposal as provided in Exhibit A. Authorization of payment requires the following: receipt by the City of invoices from the Consultant containing sufficient detail of the

Services performed to enable the City to properly evaluate the payout request, and receipt of other paperwork required by this Agreement. The City shall pay Consultant in accordance with the Illinois Local Government Prompt Payment Act. Payment will be made to the Consultant either through the City's Purchasing Card Program, MasterCard, in which payment will occur at the time of Service delivery, or through a Consultant generated invoice. Invoices shall be submitted to the City within six (6) months of completion of the Services. Any invoices submitted in excess of six (6) months from the date that Services were completed, will not be paid. Under no circumstances will a third party be reimbursed for Services performed under this Agreement.

**C. Unappropriated Funds.** The obligation of the City for payment to the Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

**D. Taxes, Benefits, and Royalties.** The Agreement Amount includes all applicable federal, state and City taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**E. Interest Waiver.** Consultant hereby waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and all such rights to interest to which it may otherwise be entitled pursuant to law, including, but not limited to, pursuant to the Local Government Prompt Payment Act, (50 ILCS 505/1 *et seq.*) as amended or the Illinois Interest Act (815 ILCS 205/1, *et seq.*) as amended.

**F. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred in connection with the Services performed under this Agreement, and shall permit the authorized representative of the City to inspect, audit and make copies of all data and records of the Consultant for the Services done under this Agreement. All such records shall be clearly identifiable. The records shall be made available to the City during normal business hours during the Agreement period, and for three years after the termination of the Agreement.

#### **SECTION 4. REPRESENTATIONS OF CONSULTANT.**

**A. Standard of Care.** The Consultant represents and certifies that it shall perform and complete the Services in a manner consistent with the level of care, skill, and diligence customarily exercised by other recognized professional consulting firms performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expresses or implied by law, which are hereby reserved unto the City.

**B. Solvency.** The Consultant represents that it is financially solvent and has the necessary financial resources to perform the Services with the standard of care required under this Agreement.

## **SECTION 5. INDEMNIFICATION; INSURANCE; LIABILITY**

**A. Indemnification.** To the extent permitted by Illinois law, the Consultant shall, without regard to the availability or unavailability of any insurance, either of the City or of the Consultant, indemnify, save harmless, and defend the City, and its officials, directors, officers, employees, agents, and attorneys, in whole or in part from and against any and all lawsuits, claims, demands, damages, liabilities, losses, fines, judgments, settlements, penalties, costs, and expenses, including, but not limited to reasonable expert witness and attorneys' fees, as well as costs of litigation, that arise, or may be alleged to have arisen, out of or in connection with: (i) Consultant's negligent failure to meet the representations and certifications set forth in Section 4 of this Agreement, and (ii) Consultant's negligent act or omission or willful misconduct in the performance of or failure to perform the Services or any part thereof of the Agreement, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workers' Compensation Act, or any other State or Federal law, order or decree, except to the extent caused by the negligence of the City. The obligation on the part of the Consultant to defend, hold harmless, and indemnify the City shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed as prohibiting the City, its officials, directors, officers, employees, agents or attorneys from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the City, the parties agree that any and all lawsuits, claims, demands, damages, liabilities, losses, fines, judgments, settlements, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

**B. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth by the City in the Special Provisions for: Insurance Coverage for Professional Service Providers, which is attached hereto and incorporated as if fully set forth, as **Exhibit B** to this Agreement.

**C. No Personal Liability.** No elected or appointed official, director, officer, agent or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution, approval or attempted execution of this Agreement.

**D. No Liability to Any Third Party.** The City shall have no liability to any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether the City shall be advised, shall have reason to know or in fact shall know of the possibility.

**E. Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.

## **SECTION 6. CONFIDENTIAL INFORMATION**

A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and sub-contractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

C. **Breach of Confidentiality.** In the event of breach of the confidentiality provisions of Section 5 of this Agreement, it shall be conclusively presumed that irreparable injury would result to the City and there would be no adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City shall be entitled to damages for any breach of the injunction, including but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

## **SECTION 7. INDEPENDENT CONSULTANT; TERMINATION; DEFAULT**

A. **Independent Consultant Status.** The Consultant shall act as an independent Consultant in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint-venturers between the City and Consultant; or (ii) to create any relationship between the City and any sub-contractor of the Consultant. Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of the City, or to create any implied obligation on behalf of the City, and Consultant specifically agrees that it shall not do so. The City shall not have the authority to control the method or manner by which Consultant complies with the terms of this Agreement.

B. **Termination.** Notwithstanding any other provision hereof, the City may terminate this Agreement, with or without cause, at any time upon fifteen (15) days prior written notice to the Consultant. In the event that this Agreement is so terminated, the City shall pay Consultant for the

Services performed and reimbursable expenses actually incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach of this Agreement. The written notice required under this subsection shall be either (i) served personally during regular business hours; (ii) served by facsimile during regular business hours (iii) served by certified or registered mail, return receipt requested, addressed to the address listed at the end of this Agreement with postage prepaid and deposited in the United States mail or (iv) by e-mail sent to the Consultant's Key Project Personnel. Notice served personally, by facsimile transmission or e-mail shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. Consultant shall provide the City with its Key Project Personnel's e-mail address upon its execution of this Agreement. On receiving such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue all Services under this Agreement. As soon as practicable after receiving the termination notice, Consultant shall submit an invoice to the City showing in detail the Services performed under this Agreement up to the termination date. Consultant's receipt of payment for Services rendered upon City's termination of this Agreement, is Consultant's sole and exclusive remedy for termination for convenience by the City. City's termination for convenience does not constitute a default or breach of this Agreement. **CONSULTANT WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR SERVICES PERFORMED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM CITY'S TERMINATION FOR CONVENIENCE.**

**C. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

**1. Cure by Consultant.** The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all action necessary to bring the Consultant and the Services into compliance with this Agreement.

**2. Termination of Agreement by City.** The City may terminate this Agreement as to any or all Services yet to be performed, effective at a time specified by the City, and shall pay Consultant for the Services performed or reimbursable expenses actually incurred as of the effective date of termination.

**3. Withholding of Payment by City.** The city may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

## **SECTION 8. COMPLIANCE WITH LAWS AND GRANTS.**

**A. Generally: Permits/Codes/Business Laws/Safety Standards/Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental

permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and will comply with all applicable municipal, county, state and federal statutes, ordinances, rules, and regulations, including without limitation all applicable building and fire codes, now in force or which may hereafter be in force, any statutes regarding qualification to do business, and all local, state and federal safety standards. Consultant shall comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Agreement or the Services. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its sub-consultants', performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

**B. Freedom of Information Act.** The Consultant shall, within four (4) business days of the City's request, provide any documents in the Consultant's possession related to this Agreement which the City is required to disclose to a requester under the Illinois Freedom of Information Act ("FOIA"). This provision is a material covenant of this Agreement. Consultant agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to an FOIA request. Should Consultant request that the City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys' fees and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify, and hold harmless the City, and agrees to pay all costs in connection therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by Consultant's request to utilize a lawful exemption to the City.

**C. No Delinquent Taxes.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax, or has entered into an agreement with Department of Revenue for payment of all taxes due and is currently in compliance with that agreement, as set forth in 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.

**D. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

**E. Sexual Harassment Policy.** The Consultant shall certify that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 755 ILCS 5/2-105(A)(4).

F. **Patriot Act (USA Freedom Act) Compliance.** The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

G. **Anti-Discrimination Laws.** Consultant shall comply with all federal and state laws prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service, and shall execute the Equal Employment Opportunity Clause compliance certification attached to this Agreement in Group Exhibit C.

H. **Americans with Disabilities Act.** Consultant shall utilize standards and/or methods that do not discriminate against the disabled in compliance with the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq.

I. **Drug Free Workplace Act.** Consultant shall comply with all conditions of the Illinois Drug Free Workplace Act, 30 ILCS 580/3 et seq.

J. **Public Works Employment Discrimination Act.** Consultant shall comply with all conditions and requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

K. **Execution of Certifications.** Consultant shall execute the legal certifications and compliance with laws documentation which is attached hereto and incorporated herein as if fully set forth as Group Exhibit C.

## **SECTION 9. GENERAL PROVISIONS.**

A. **Integration.** The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement.

B. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

C. **Assignment.** This Agreement, or any part, rights or interests hereof, may not be assigned by the City or by the Consultant to any other person, firm or corporation without the prior

written consent of the other party.

**D. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

**E. News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the City Manager.

**F. Work Products.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, studies, logbooks, instructions, manuals, models, recommendations, printed and electronic files, and any other data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City. City's reuse of the Documents shall be at City's sole risk and without liability to the Consultant.

**G. Waiver.** Any failure of either the City or the Consultant to strictly enforce any term, right or condition of this Agreement, whether implied or express, shall not be construed as a waiver of such term, right or condition, nor shall it be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**H. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**I. Time.** Time is of the essence as to those provisions in which time is an element of performance.

**J. Governing Laws/Jurisdiction.** This Agreement shall be interpreted according to the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

**K. Force Majeure.** No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as the result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

**L. Headings.** The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and are in no manner intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**M. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

**N. Limitation of Liability.** CITY SHALL NOT BE LIABLE TO CONSULTANTS FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR

EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS (DIRECT OR INDIRECT) AND LOST REVENUES HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT OR OTHER THEORY OF LIABILITY, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY SUCH DAMAGES.

**O. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**P. Contract Numbering.** The faces of all invoices and documents shall contain the following contract number C 36986 for reference purposes.

**Q. Notice.** Unless otherwise expressly provided in this Agreement, any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidence by a return receipt. By notice complying with the requirements of this Subsection, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed to, and delivered to as follows:

**If to the Consultant:**

Camiros, Ltd.  
Attn: Jeanne Lindwall, AICP  
411 S. Wells St., Suite 400  
Chicago, IL 60607  
E-Mail: [lindwall@camiros.com](mailto:lindwall@camiros.com)

**If to the City:**

City of Wheaton  
Attn: City Clerk  
303 W. Wesley Street, Box 727  
Wheaton, IL 60187-727  
E-Mail: [cityclerk@wheaton.il.us](mailto:cityclerk@wheaton.il.us)

**R. Authority to Execute.**

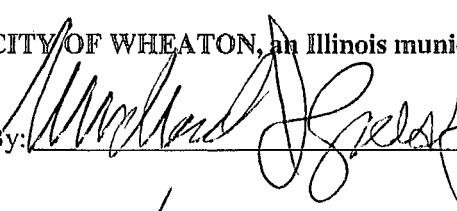
**1. The City.** The City hereby warrants and represents to the Consultant that the person(s) executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

**2. The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and

authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions need to authorize the execution, delivery, and performance of this Agreement have been taken.

IN WITNESS WHEREOF, the parties have entered into this Agreement this 17<sup>th</sup> day of April 2018.

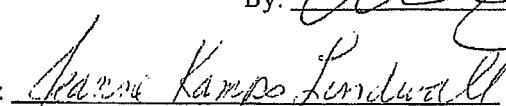
CITY OF WHEATON, an Illinois municipal corp.

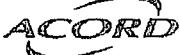
By:  Date: 4/17/18

ATTEST:   
Sharon Barrett-Hagen, City Clerk

CAMIROS, LTD., an Illinois S-Corporation

By:  Date: 4.11.18

ATTEST:   
TITLE: Principal Consultant



CAMILTD-01

JMILLER

DATE (MM/DD/YYYY)  
04/10/2018

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
The Daniel and Henry Co.  
150 S. Wacker Drive  
Suite 1625  
Chicago, IL 60606

CONTACT Jeanne Miller  
NAME:  
PHONE (A/C, No, Ext): (312) 334-6023  
FAX (A/C, No): (312) 332-0203  
E-MAIL ADDRESS: MillerJ@danielandhenry.com

INSURED

Camros Ltd.  
411 S. Wells Street  
Chicago, IL 60607

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: General Casualty Company of Wisconsin 24414  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGE

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUB INGD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE	X OCCUR	CFB0137325	03/18/2018	03/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GENL AGGREGATE LIMIT APPLIES PER:					
	POLICY	PRO JECT	LOC			
A	AUTOMOBILE LIABILITY					
	ANY AUTO OWNED AUTOS ONLY	X SCHEDULED AUTOS	CBA0137325	03/18/2018	03/18/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	X HIRED AUTOS ONLY	X NON-OWNED AUTOS ONLY				
A	X UMBRELLA LIAB	X OCCUR				
	EXCESS LIAB	CLAIMS-MADE	CCU0137325	03/18/2018	03/18/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Gen Aggregate \$ 2,000,000
	DED X RETENTION \$ 0					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	CWC0137325	03/18/2018	03/18/2019	X PER STATUTE \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured with respect to liability and named Insured's operations and as required by written contract or agreement: The City of Wheaton.

## CERTIFICATE HOLDER

## CANCELLATION

City of Wheaton  
Attn: Procurement Officer  
303 W. Wesley St.  
PO Box 727  
Wheaton, IL 60187-0727

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED — WHEN REQUIRED BY WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS OWNERS COVERAGE FORM

**Paragraph C. Who is an insured in Section II — Liability**

A. Is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The limits of insurance applicable to the additional Insured are those specified in the Declarations of this Policy or in the written contract, whichever is lower. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary. When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.

D. All other terms and conditions of this policy remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Karen Bronson	
		PHONE (AG, No. Ext): 312-637-8755	
		FAX (AG, No. Ext):	
		E-MAIL ADDRESS: kbronson@corrisksolutions.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: New Hampshire Insurance Company	23841
INSURED		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGEs		CERTIFICATE NUMBER:		REVISION NUMBER:			
GENERAL LIABILITY							
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR							
				DOES NOT APPLY			
GEN'L AGGREGATE LIMIT APPLIES PER:							
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
AUTOMOBILE LIABILITY							
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				DOES NOT APPLY			
UMBRELLA LIAB		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		DOES NOT APPLY			
<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below				DOES NOT APPLY			
A Professional Liability				064989998-02	09/06/17 09/06/18	Per Occurrence: \$2,000,000 Annual Aggregate: \$2,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF WHEATON Attn: Procurement Officer 303 West Wesley Street PO Box 727 Wheaton, IL 60187	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>E. A. H.</i>

GROUP EXHIBIT C

COMPREHENSIVE PLAN/MARKET STUDY/ ZONING ORDINANCE UPDATE SERVICES

CERTIFICATION OF COMPLIANCE

- (I) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.
- (II) The undersigned certifies that they agree to fulfill all Agreement Requirements.
- (III) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

Check One:

**There are no conflicts of interest;** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

**There is an affiliation or business relationship** between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

This Business Firm is: (check one)

Corporation    Partnership    Individual    LLC

Firm Name: Camiros, Ltd.

Firm Address: 411 S. Wells Street Suite 400

Chicago, IL 60607

Signature: \_\_\_\_\_

Print Name: Arista Strungys

Position: Principal

Phone #: 312 922 9211

Fax #: 312 873 4722

e-mail address: astrungys@camiros.com

Date signed: \_\_\_\_\_

ACKNOWLEDGED AND AGREED TO:

By

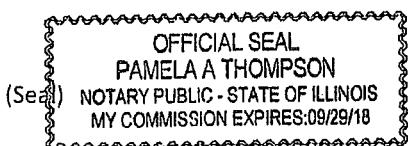
(Authorized Signature and Title)

State of ILLINOIS

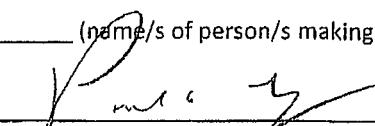
County of COOK

Signed and sworn (or affirmed) to before me on 4/11/2018 (date)

By Arista Strungys (name/s of person/s making statement).



*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

  
(Signature of Notary Public)

GROUP EXHIBIT C

***Contractor/Consultant Certification***

Arista Strungys \_\_\_\_\_, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

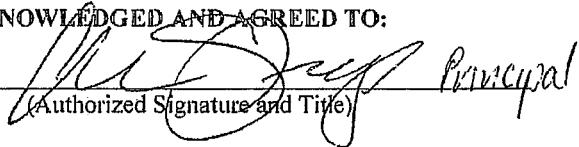
Camiros, Ltd. \_\_\_\_\_, having submitted a proposal for  
(Name of Company)

**Comprehensive Plan/Market Study/Zoning Ordinance Update Services**

hereby certifies that the undersigned Contractor/Consultant:

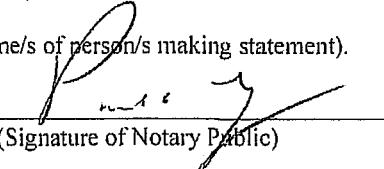
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is not barred from bidding and/or contracting with a unit of state or local government as a result of a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001)(the "Patriot Act") and the USA Freedom Act, H.R. 2048, Pub. L. 114-23 which restored and modified the Patriot Act, or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor also certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor further certifies that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.
4. agrees, to the extent required by the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§12101 et seq., the undersigned shall utilize standards and/or methods that do not discriminate against the disabled.
5. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state of the United States.
6. shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

**ACKNOWLEDGED AND AGREED TO:**

By   
(Authorized Signature and Title)

State of Illinois \_\_\_\_\_  
County of Cook  
Signed and sworn (or affirmed) to before me on 4/11/2018 (date)

By Arista Strungys (name/s of person/s making statement).

  
(Signature of Notary Public)



Contractor/Consultant Certification

## GROUP EXHIBIT C

### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

**Section I:** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750 *et seq*; also known as Title 44: Government Contracts, Grantmaking, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to all Agencies.

**Section II:** In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III:** For the purposes of subsection 7 of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

By Jeffrey Principal  
(Authorized Signature and Title)

State of Illinois  
County of Cook

Signed and sworn (or affirmed) to before me on 4/11/2018 (date)

By Arista Strungys (name/s of person/s making statement).

(Seal)



Pamela A. Thompson  
(Signature of Notary Public)

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

## GROUP EXHIBIT C

### **DRUG FREE WORKPLACE CERTIFICATION**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580 (30 ILCS 580/30), the Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement:
  - A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
  - B. Specifying the actions that will be taken against employees for violations of such prohibition.
  - C. Notifying the employee that, as a condition of employment on such Agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a Drug Free Awareness Program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The Contractor's policy for maintaining a drug free workplace;
  - C. Available counseling, rehabilitation, or assistance programs; and
  - D. Penalties imposed for drug violations.
3. Providing a copy of the Statement required by Section 1 to each employee engaged in the performance of the Agreement and to post the Statement in a prominent place in the workplace.
4. Notifying the contracting agency within ten (10) days after receiving notice under part (C), subsection (ii) of paragraph 1 above, from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Failure to abide by this certification shall subject the Contractor to the penalties provided in the "Drug-Free Workplace Act."

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Camiros, Ltd.

(Printed name of Contractor)

411 S. Wells Street Suite 400 Chicago, IL 60607  
Address

Chicago, IL 60607

City State Zip Code

Signature of Authorized Representative

Principal

4/11/18

Title

Date

ACKNOWLEDGED AND AGREED TO:

By

(Authorized Signature and Title)

State of

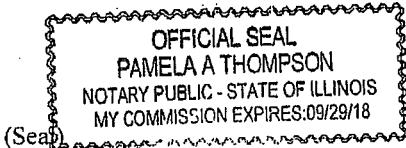
IL

County of

COOK

Signed and sworn (or affirmed) to before me on 4/11/2018 (date)

By Arista Strongys (name/s of person/s making statement).



(Signature of Notary Public)

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

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